



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

JANUARY 21, 2020

AGENDA

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

A. OPENING

1. Invocation by Pastor Scott Kirschner of Christ the King community Church
2. Pledge of Allegiance
3. Roll Call

B. CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only
5. Agenda Approval
6. Approval of Minutes
 - a. January 7, 2020 - Regular City Council Meeting
 - b. January 9, 2020 - City Council Workshop
7. Bid Awards and Contract Items
 - a. Approval of Contract for Sale and Purchase of Real Property at 4190 Spruce Creek Road
 - b. Award of ITB #19-26 for WRF Sludge Trailer Storage Lot to SGS Contracting Services Inc.
 - c. Awards of ITB 19-32 Temporary Employee and Leasing Services
 - d. Ratification of Renewal of Contract with Remedy Intelligent Staffing, LLC for Temporary Employee and Leasing Services
8. Resolution No. 20-2 - Supporting the State Highway Memorandum of Agreement with the Florida Department of Transportation
9. Resolution No. 20-3 - Budget Appropriation (Utilities-WRF Sludge Trailer Lot Project)
10. Approval to Submit 2020-2021 VOCA Grant Application

11. Renters Utility Accounts Write Offs

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

D. COUNCIL COMMENTS

12. Comments/Concerns from Council Members

E. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

13. Citizen Advisory Committee for TPO

F. SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

14. Report from KemperSports on the Cypress Head Golf

G. PUBLIC HEARING

15. First Reading - Ordinance No. 2019-38 - 19-1 Large-Scale Future Land Use Map Amendment/Fleur de Sol (Case No. 19-20000003) (Continued from 11/19/19)

16. First Reading - Ordinance No. 2019-39 - PUD Rezoning/Fleur de Sol PUD (Case No. 19-65000002) (Continued from 11/19/19)

17. First Reading - Ordinance No. 2020-1 - 16th Amendment to the Countryside Planned Unit Development Master Development Agreement (Case No. 19-40000007)

H. ADDITIONAL ITEMS

18. City Attorney

19. City Manager

I. COUNCIL COMMITTEE REPORTS

20. City Council Committee Reports

a. ArtHaus

b. First Step Shelter

c. Port Orange/South Daytona Chamber of Commerce

J. ADJOURNMENT

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

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

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

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

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
JANUARY 7, 2020

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

Invocation by Melissa Frantz, Associate Minister at Daytona Beach Drive In Christian Church

Pledge of Allegiance

Roll Call	Present:	Council Member Marilyn Ford Council Member Chase Tramont Council Member Scott Stiltner Vice Mayor Drew Bastian Mayor Donald Burnette
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	Also Present:	City Manager Jake Johansson City Attorney Matthew Jones City Clerk Robin Fenwick
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4. Rules of Procedure ("Local Rules")

There were no changes presented to the Local Rules and none requested by Council.

Motion to approve as presented was made by Council Member Marilyn Ford and Seconded by Council Member Chase Tramont. Motion carried unanimously by voice vote.

CONSENT AGENDA

5. Public Comments on Consent Agenda Items Only

Robert Reinhausen, citizen, spoke regarding Item 8(a) and suggested bringing the service in-house since there is only one bidder.

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

6. Agenda Approval

There were no changes to the agenda.

7. Approval of Minutes
 - a. December 17, 2019 - Regular City Council Meeting
8. Bid Awards and Contract Items
 - a. Award of ITB #19-21 for Residential Backflow Services to Aaron's Backflow Services Inc.
9. Resolution No. 20-1 - Budget Appropriations for Virginia/Monroe Drainage Project (DIP059), Dunlawton Median Improvement Project (AIO022), and Dunlawton Streetlighting Project (AIO016)

Motion to approve the Consent Agenda as presented was made by Vice Mayor Drew Bastian and Seconded by Council Member Marilyn Ford. Motion carried unanimously by roll call vote.

CITIZEN PARTICIPATION (Agenda)

10. Request for refund of permit fine - Ana Gispert Morillo, 5131 Pineland Ave.

Jim Ruggiero, 5137a Pineland Ave., explained his issue with a fence installation. He requested a refund or reduction of the \$500 fine for working without a permit.

Motion to waive the \$500 work without a permit fine was made by Council Member Chase Tramont and Seconded by Vice Mayor Drew Bastian.

Jake Johansson, City Manager, advised Staff is prepared to speak on a way forward. Tim Burman, Community Development Director, spoke regarding other city's penalties relating to the same work without a permit. Other city's charge double the permit fee or a \$50-100 fine not \$500 like us. Mr. Johansson asked Council to consider the request on the table tonight and allow Staff to bring back options and information for the way forward.

Motion carried unanimously by roll call vote.

Ana Morillo, property owner, spoke regarding the misunderstanding of the fence permit. She agreed to pay the permit fee but asked that the penalty for working without a permit be waived.

Motion to waive the \$500 work without a permit fine was made by Council Member Chase Tramont and Seconded by Vice Mayor Drew Bastian.

Mr. Johansson spoke regarding the circumstances of this case. The permit fee has not been paid, nor the \$500 penalty.

Motion carried unanimously by roll call vote.

CITIZEN PARTICIPATION (Non-Agenda – 20 minutes)

Debbie Connors, Port Orange/South Daytona Chamber of Commerce introduced Jennifer Card, who is the Chairman of the Board for 2020. She thanked Council for their support and provided details of upcoming events and activities. They have a new logo and mission.

Jack McVeigh, citizen, spoke regarding the Springs development and the swale that the developer is supposed to maintain but is not.

COUNCIL COMMENTS

11. Comments/Concerns from Council Members

Council Member Chase Tramont thanked City Staff for their work and making Port Orange a great place to grow up.

Council Member Scott Stiltner spoke regarding the lack of bids being received because the economy is good right now.

SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

12. Report from KemperSports on the Cypress Head Golf

Bob Duquette was unable to attend.

PUBLIC HEARING

13. Second Reading – Ordinance No. 2019-41 - Comprehensive Plan Capital Improvements Element - 2019 Annual Update (CASE NO. 19-27500001)

Mayor Don Burnette read Ordinance No. 2019-41.

ORDINANCE NO. 2019-41

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE COMPREHENSIVE PLAN CAPITAL IMPROVEMENT ELEMENT; PROVIDING FOR THE FY2020-2025 FIVE YEAR SCHEDULE OF CAPITAL IMPROVEMENTS AND SUPPORTING DATA; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND RESOLUTIONS;

PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

REGULAR AGENDA

14. Award of ITB #19-17 for Virginia Monroe Stormwater System to SanPik Inc.

Motion to approve the award of ITB19-17, Virginia Monroe Stormwater System, to lowest responsive bidder, SanPik, Inc., for the amount of \$3,374,035.00 with a \$50,000 unforeseen conditional allowance for an amount not to exceed \$3,424,035.00; subject to approval of Budget Resolution No. 20-1; subject to City Attorney and City Manager review and approval of final contract documents; and authorizing the Mayor and City Clerk to execute all contract documents was made by Vice Mayor Drew Bastian and Seconded by Chase Tramont.

Mr. Reinhausen doesn't agree with the authority being provided to the contractor.

Motion carried unanimously by roll call vote.

15. Award of ITB #19-15 for SR 421/Dunlawton Avenue Median Landscape Beautification (Spruce Creek Road to I-95) to VerdeGo Landscaping

Motion to approve award of ITB 19-15 SR 421/Dunlawton Avenue Median Landscape Beautification (Spruce Creek Road to I-95) to VerdeGo Landscaping in the amount of \$1,417,472.50; subject to approval of Budget Resolution No. 20-1; subject to City Attorney and City Manager review and approval of final contract documents; and authorizing the Mayor and City Clerk to execute all contract documents was made by Vice

Mayor Drew Bastian and Seconded by
Council Member Chase Tramont.

Council Member Chase Tramont asked for an update on the quality of their work currently. Mr. Johansson advised Staff has communicated some displeasure and is hoping for better results. He believes they are similar to other contractors who need help resetting the baseline from time to time.

Mayor Don Burnette asked when the project will start and how long it will take. Margaret Tomlinson, Engineering and Construction Manager, advised the project will start in February and should take approximately six months. Traffic should not be impacted.

Motion carried unanimously by roll call
vote.

16. Reverse the Award of ITB #19-29 for Police Motorcycle Lease to Gator Harley Davidson and issue Intent to Award to Second Responsive Bidder, Rossmeyer Daytona Motorcycles, Inc.

Motion to approve rejection of award of ITB 19-29 to Gator Harley Davidson and to approve completion of lease with second lowest responsive bidder, Rossmeyer Daytona Motorcycles Inc. consistent with ITB 19-29 and authorize the City Manager and City Attorney to review and approve all final lease terms prior to execution; and authorize Mayor and City Clerk to execute all final documents was made by Vice Mayor Drew Bastian and Seconded by Chase Tramont.

Matthew Jones, City Attorney, explained the need to reject the award of ITB 19-29 to Gator Harley Davidson. There were items in the lease agreement that were not consistent with the ITB and Gator Harley was unwilling to come to an agreement.

Motion carried unanimously by roll call
vote.

ADDITIONAL ITEMS

17. City Attorney

Mr. Jones provided an update on the Click2Gov notices that will be going out this week. He will also work with the City's Public Information Officer to notify the public.

18. City Manager

Mr. Johansson asked Staff, Council, and the public to stay vigilant as to their surroundings.

COUNCIL COMMITTEE REPORTS

19. City Council Committee Reports

- a. River to Sea TPO - Council Member Scott Stiltner had nothing new to report. Mr. Burman provided an update as to road projects.
- b. General Employees' Pension Plan - Meeting will be held later in January.

ADJOURNMENT - 7:38 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, MMC
City Clerk

CITY COUNCIL WORKSHOP MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
JANUARY 9, 2020

THE CITY COUNCIL WORKSHOP of the City of Port Orange was called to order by Mayor Donald O. Burnette at 5:15 p.m.

Silent Invocation

Pledge of Allegiance

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

4. Discussion on Feral Cat TNR Program

Jake Johansson, City Manager, provided background information regarding the Feral Cat TNR Program. Alan Rosen, Assistant City Manager, presented options to be considered by Council.

Representatives from the University of Florida, Halifax Humane Society, CCFAW, and the City of Daytona Beach spoke regarding research on spay/neutering services and preventing/reducing colonies and answered questions from Council and the City Manager.

Council consensus was to continue with the TNR program to reduce the feral cats in Port Orange with in-house training of care takers, update ordinances with enforcement, and increase fees for pet tags & fines for abandonment and unauthorized feeding.

Citizens spoke for and against the TNR program.

Council discussed their concerns and requests for the program. Mr. Johansson is authorized to allocate funds to reinstate the program immediately and work out the details of the new program to include reducing the number of feral cats, controlling where the colonies are located, as well as how many, and update the City's ordinances to include enforcement.

Regular City Council Meeting

January 9, 2020

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The items will be brought back to Council for consideration once they are prepared by Staff.

ADJOURNMENT - 9:00 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, MMC
City Clerk

1.	Option and Sale Contract signed by seller CM 12-9-19 w rev.12-12-19 to sec 10 for broker info	Option and Sale Contract signed by seller CM 12-9-19 w rev.12-12-19 to sec 10 for broker info.pdf
2.	FINAL Justification Memo purchase 4190 Sp Creek Road	FINAL Justification Memo purchase 4190 Sp Creek Road.pdf
3.	VicinityMap_4190_SpruceCreek	VicinityMap_4190_SpruceCreek.pdf
4.	Proof of Publication	SKM_C754e19122714060.pdf

Kynah Cockcroft	Created/Initiated - 12/13/2019
Julia Wiggins	Approved - 1/6/2020
Lynn Stevens	Approved - 1/7/2020
Tim Burman	Approved - 1/7/2020
Scott Neils	Approved - 1/8/2020
Matthew Jones	Approved - 1/9/2020
Jake Johansson	Approved - 1/9/2020
Robin Fenwick	Final Approval - 1/10/2020



**OPTION TO PURCHASE CONTRACT AND
CONTRACT FOR SALE AND PURCHASE
OF REAL PROPERTY**

THIS OPTION TO PURCHASE CONTRACT AND CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY, hereinafter, the "Contract" is made and entered into this _____ day of _____, 2019, between: Thelma Cardwell, mailing address 4190 Spruce Creek Road, Port Orange, FL 32127 hereinafter referred to as "Seller"; and CITY OF PORT ORANGE, FLORIDA, a municipal corporation, mailing address: c/o City Manager, 1000 City Center Circle, Port Orange FL 32129-4144, hereinafter referred to as "Purchaser", collectively referred to as the "Parties".

For good and valuable consideration in the amount of \$250.00 receipt whereof is hereby acknowledged by the Seller upon execution of the Option to Purchase Contract by Seller and City Manager, the Parties agree as follows:

1. Subject to the exercise of the Option to Purchase Contract, hereinafter "Option" evinced by City Council approval as set forth in Section 17, Seller agrees to sell and Purchaser agrees to purchase the following described real estate, with its appurtenances, located at 4190 Spruce Creek Road, Port Orange, County of Volusia, State of Florida:

Parcels 1 to 4 inclusive, unrecorded subdivision, Powers Subdivision, Public Records, Volusia County, Florida; Less and except the 0.01 acre at the Southeast corner granted in 1988 by Special Warranty Deed / Right-of-Way, O.R. Book 3200, Page 1717, Public Records, Volusia County, Florida.

Also being identified by Parcel Number **6304-08-00-0020**; the subject real estate being hereinafter referred to as the "Property".

General Description and Vicinity of Property: Single-family residence located at the Northwest corner of Spruce Creek Road and Oak Street.

Tangible Personal Property and Fixtures: Prior to the expiration of the Post-Closing Occupancy Agreement, said date being Sixty (60) days from closing, Seller shall remove all personal property, furnishings, appliances, and miscellaneous debris; and shall secure all exterior openings of the structure.

Conveyance by the Seller and Purchase by the Purchaser of the above-described Property is subject to the Standards for Real Estate Transactions set forth on the form contract approved by The Florida Bar and The Florida Association of Realtors, Inc., attached hereto as

Exhibit "A." In the event of a conflict between the terms of the Contract and the terms contained in **Exhibit "A,"** this Contract shall control.

2. Purchase Price and Method of Payment. The purchase price payable to Seller is as follows:

- (a) The Purchase Price for the Property is: Two Hundred Fifty-Eight Thousand Seven Hundred Fifty and NO/100 Dollars (\$258,750.00); and
- (b) Upon approval by City Council and execution of the Contract for Purchase by the Mayor and the City Clerk, a good faith deposit of Two Hundred and No/100 Dollars (\$200.00), shall be paid to and held in trust by Columbia Title Research Corporation Trust Account, 200 Forest Lake Boulevard, Daytona Beach, FL 32119; referred to as "Escrow Agent," and upon the closing of this transaction, to be delivered to Seller at the time of closing; and
- (c) The total Purchase Price, which includes the Purchaser's good faith deposit of Two Hundred and No/100 Dollars (\$200.00), and less expenses and prorations as provided in Standard K and Standard L, by check or wire payable to the order of Seller, to be delivered at the time of closing, subject to the provisions set forth in Section 18 herein.

3. Title and Survey.

- (a) **Marketable Title.** Seller shall convey to Purchase marketable title to the Property, determined in accordance with the Title Standards in **Exhibit "A"**.
- (b) **Title Insurance and Commitment.** Not later than Ten (10) days after approval by City Council, Seller shall cause to be delivered to and receipted by the City Attorney's Office, on behalf of the Purchaser, a title insurance commitment, in accordance with Standard A of **Exhibit "A"**, covering the Property together with legible copies of all recorded documents referenced therein, along with a special assessment and real property tax search (the "Commitment"). Upon recording the deed for the Property, Seller shall provide an Owner's ALTA policy, insuring Purchaser for the full amount of the purchase price against loss or damage by reason of defect in the title of Seller in the Property. Such policy shall be delivered to Purchaser at the time of closing.
- (c) **Survey.** Purchaser, at Purchaser's expense, may have the Property surveyed and certified by a registered Florida Surveyor in accordance with Standard A of **Exhibit "A"**.

4. Taxes and assessments. Seller agrees to pay before delinquency all taxes, assessments and utility charges, if any, which may be due currently or may hereafter become due on the premises until and including the day of closing.

5. Risk of loss. Risk of loss or damage to the Property by fire or other casualty

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between the date of this Contract and Closing shall be and is assumed by Seller.

6. Rental Agreements. Seller warrants that there no leases, concessions or occupancy agreements in effect with respect to the Property. The Seller further warrants no other persons have any right to possession of the Property and the Seller shall not enter into any Lease or other instrument granting possessory rights subsequent to the execution of this Contract other than the Post Closing Occupancy Agreement made available to Seller as provided in Section 18 herein.

7. Deed. Seller agrees, on full payment of the purchase price in the manner herein specified, to make, execute and deliver to Purchaser a good and sufficient warranty deed to the Property.

8. Closing. Closing shall take place in Volusia County, Florida at the office of the Escrow Agent on or before Ninety (90) days following the approval of this Contract by the Port Orange City Council. The date of closing may be extended upon mutual agreement of the Parties. At the closing, Seller shall provide Purchaser with the deed to the Property and other documents in accordance with Standard J of **Exhibit "A"**. Following the closing, Purchaser shall have the right to exclusive possession of the Property.

9. Closing Costs. Seller shall pay Florida documentary tax stamps and instruments to cure title defects. All other closing costs including costs of environmental audits, surveys, and other inspections shall be paid by the Purchaser.

10. Fees. For the purpose of brokerage fees, Purchaser has not utilized the services of a Florida Real Estate Broker. Seller ☒ has ☐ has not (*check one*) utilized the services of a Florida Real Estate Broker for the sale and purchase of the Property. The broker named below referred to as "Broker." The closing agent, referenced herein, is directed to disburse the full amount of the brokerage fees to the broker of record. Lori M. Clark, PA Watson Realty Corp. (*if no broker, please mark "N/A"*) is the broker of record for the Seller and will be compensated by Seller pursuant to a listing agreement. Both Parties acknowledge that the Seller shall be responsible for the payment of any brokerage fee incurred for the transfer of the Property. Purchaser shall be responsible for appraisal report prepared at its request, and Seller shall be responsible for fees incurred for Seller's independent review of this proposal by attorneys and engineer/professionals, if any.

11. Environmental Audit. Up to Fifteen (15) days before the date of closing, hereinafter referred to as the "Inspection Period", Purchaser shall have the right to conduct an environmental audit of the Property which audit shall be certified to Purchaser. In the event the environmental audit detects the presence of any hazardous materials, unique prehistoric or historic artifacts, relics, or structures of archaeological value, or of the remains of deceased persons interred therein on the Property, Purchaser shall have the right to unilaterally terminate this Agreement by serving written notice to Seller within the Inspection Period. In case of termination of the Agreement pursuant to this Section 11, the Earnest Money shall be returned to Purchaser and neither party shall have any further obligation or liability under this Agreement. For purposes of this Contract, "hazardous materials" shall mean any hazardous or toxic substance, material or waste of any kind or any other substance which is regulated by any

federal, state or local environmental laws, statutes, ordinances, rules, regulations, restrictions or orders relating to liability or standards of conduct.

12. Appraisal Contingency. This Agreement is contingent upon Purchaser obtaining one or more appraisals, in accordance with the City of Port Orange Code of Ordinances and acceptable to Purchaser (the "Appraisals"). If Purchaser has been unable to obtain such Appraisals, and Purchaser serves written notice of such circumstance to Seller within the Inspection Period, as defined herein, Purchaser shall have the right to unilaterally terminate this Agreement by serving written notice to Seller within the Inspection Period. In case of termination of the Agreement pursuant to this Section 12, the Earnest Money shall be returned to Purchaser and neither party shall have any further obligation or liability under this Agreement. Seller shall provide copies of any appraisals of the Property prepared in the last 12 months.

13. Purchaser's Intended Use of the Property. The restrictions, easements, leases, if any, and limitations of record shall not prevent the Purchaser from exercising its rights for its intended use of the Property including all lawful purposes consistent with the local zoning regulations and the elimination and prevention of the development or spread of slums and urban blight. In the event that Purchaser determines that the Property cannot be used for its intended purposes, then the Purchaser shall be entitled to terminate this Contract prior to the expiration of the Inspection Period.

14. Default by Seller. If Seller is unable to convey marketable title to the Property in accordance with the terms of this Contract, or otherwise fails to perform this Contract within the time specified for closing or any extension thereof, the costs of examining the title, surveying the Property, and inspecting and auditing the Property shall, at the option of Purchaser, be paid by Seller to Purchaser on demand. Service of such demand shall be made by certified mail, return receipt requested to Seller as identified and at their respective mailing address shown above, with a copy to Seller's agent or other authorized representative as Seller may indicate in writing to Purchaser. Purchaser shall have the right of specific performance and all other remedies at law or equity. Election of any options by Purchaser or failure of Purchaser to exercise any rights granted by this Contract shall not be construed as a waiver of any action for damages resulting from Seller's default.

15. Other Offers to Purchase. Seller acknowledges there are no existing contracts or options to purchase on said Property as of execution of this Option to Purchase Contract and Contract to Sale and Purchase of Real Property.

16. Access to Property. Seller agrees to allow Purchaser and Purchaser's employees, consultants, agents and representatives access to the Property upon execution of this Contract by Seller and extending to the time of closing for the purpose of conducting surveys, environmental audits and inspections of the premises.

17. Option to Purchase and Approval of Contract for Sale and Purchase of Real Property. Upon execution of this Option by the Seller and the City Manager, the City of Port Orange shall have the option for sixty (60) days to purchase the property described herein and in accordance with the terms described herein. The City Manager's signature

on this Option shall not bind the City of Port Orange for the purchase of the Property until approved by the City Council. The City Council of the City of Port Orange may exercise the Option in a public meeting after 30 days' public notice, by casting a majority vote of the City Council in favor of exercising the option and by the Mayor and City Clerk duly executing this Contract. If this Contract is not approved by the City Council on or before the 60th day after execution of the Option by the City Manager, then the City shall provide written notice to Seller and the Escrow Agent and thereafter the City shall not be responsible for any other cost, expense, damage or liability and the Parties shall both be discharged and released from any further responsibility under this Contract.

18. **Post-Closing Occupancy.** Seller shall have the option to remain in possession of the Property for a period of Sixty (60) days from the date of closing, subject to the terms and conditions agreed upon in the Post Closing Occupancy Agreement in the form attached hereto as **Exhibit "B"** and made a part hereof by reference. During Seller's period of post-closing occupancy, it is agreed that the Escrow Agent shall hold back in escrow **Ten Thousand and NO/100 Dollars (\$10,000.00)** of the Purchase Price, subject to the terms and conditions agreed upon in the Escrow Agreement in the form attached hereto as **Exhibit "C"** and made hereof by reference. The terms set forth in this Section 18 shall survive this Contract.

19. **Effective Date.** The Effective Date of the Option to Purchase Contract shall be the date of execution of said Option to Purchase Contract which shall be evidenced by the signing of the Seller and the City Manager. The Effective Date for the Purchase Contract shall be the date of approval by the City Council for the City of Port Orange, Florida; such approval shall be evidenced by the signing of the Mayor and the City Clerk.

20. **Counterparts.** This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The electronic transmittal of an executed copy of this Contract shall be deemed valid as if an original signature was delivered.

This Option to Purchase Contract and Contract for Sale and Purchase of Real Property is executed by the Parties as of the respective dates shown below.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

FOR THE OPTION TO PURCHASE CONTRACT
AND CONTRACT FOR SALE AND PURCHASE OF
REAL PROPERTY

WITNESSES:

[Signature]
First Witness Signature Above, Printed Name Below:

Lore M Clark

[Signature]
Second Witness Signature Above, Printed Name Below:

Lucy Miller

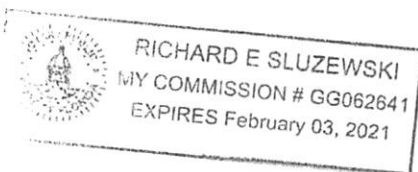
SELLER:

By: [Signature]
Thelma Cardwell

Date: Dec. 5, 2019

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Option to Purchase Contract and Contract for Sale and Purchase of Real Property was sworn to and acknowledged before me this 5th day of Dec., 2019, by Thelma Cardwell, the Seller named in the foregoing Contract, who (Notary, please check as applicable): ☐ took an oath or ☐ did not take an oath; and who ☐ is personally known to me or ☒ has produced Driver License as identification.



[Signature]
Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

FOR THE OPTION TO PURCHASE CONTRACT:

WITNESSES:

CITY OF PORT ORANGE

Carl Meek
First Witness Signature Above, Printed Name Below:

Carl Meek

By: M.H. Johansson
M.H. Johansson, City Manager

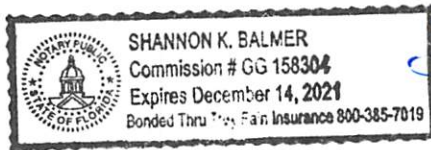
Date: 12.9., 2019

Shannon K. Balmer
Second Witness Signature Above, Printed Name Below:

Shannon K. Balmer

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Option to Purchase Contract was sworn to and acknowledged before me this 9th day of December, 2019, by M.H. Johansson, the City Manager for the City of Port Orange, Florida, who (Notary, please check as applicable): ☐ took an oath or ☒ did not take an oath; and who ☒ is personally known to me or ☐ has produced _____ as identification.



Shannon K. Balmer
Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

WITNESSES:

CONTRACT FOR SALE AND PURCHASE OF
REAL PROPERTY

PURCHASER:
CITY OF PORT ORANGE, FLORIDA,
a chartered municipal corporation

Printed Name:

By: _____
Donald O. Burnette, Mayor

Printed Name:

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

Witnesses as to Both

Date: _____, 2019

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Contract was acknowledged before me this ____ day of _____, 2019, by Donald O. Burnette as Mayor, of the **City of Port Orange, Florida**, a chartered municipal corporation, on behalf of the city. They are personally known to me.

Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Contract was acknowledged before me this ____ day of _____, 2019, by Robin Fenwick as City Clerk, of the **City of Port Orange, Florida**, a chartered municipal corporation, on behalf of the city. They are personally known to me.

Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

EXHIBIT "A"

THIS FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

Contract For Sale And Purchase

FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

- 1* PARTIES: _____ ("Seller"),
2* and _____ ("Buyer"),
3 hereby agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property")
4 pursuant to the terms and conditions of this Contract for Sale and Purchase and any riders and addenda ("Contract"):
- 5 I. DESCRIPTION:
6 (a) Legal description of the Real Property located in _____ County, Florida: _____
7 _____
8 (b) Street address, city, zip, of the Property: _____
9 (c) Personal Property includes existing range(s), refrigerator(s), dishwasher(s), ceiling fan(s), light fixture(s), and window treatment(s) unless
10 specifically excluded below.
11 Other items included are: _____
12 _____
13 Items of Personal Property (and leased items, if any) excluded are: _____
14 _____
- 15 II. PURCHASE PRICE (U.S. currency): _____ \$ _____
16 PAYMENT:
17 (a) Deposit held in escrow by _____ ("Escrow Agent") in the amount of (checks subject to clearance) \$ _____
18 Escrow Agent's address: _____ Phone: _____
19 (b) Additional escrow deposit to be made to Escrow Agent within _____ days after Effective Date in the amount of _____ \$ _____
20 (c) Financing in the amount of ("Loan Amount") see Paragraph IV below _____ \$ _____
21 (d) Other _____ \$ _____
22 (e) Balance to close by cash, wire transfer or LOCALLY DRAWN cashier's or official bank check(s), subject
23 to adjustments or prorations _____ \$ _____
- 24 III. TIME FOR ACCEPTANCE OF OFFER AND COUNTEROFFERS; EFFECTIVE DATE:
25 (a) If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or
26 before _____, the deposit(s) will, at Buyer's option, be returned and this offer withdrawn. Unless other-
27 wise stated, the time for acceptance of any counteroffers shall be 2 days from the date the counteroffer is delivered.
28 (b) The date of Contract ("Effective Date") will be the date when the last one of the Buyer and Seller has signed or initialed this offer or the
29 final counteroffer. If such date is not otherwise set forth in this Contract, then the "Effective Date" shall be the date determined above for
30 acceptance of this offer or, if applicable, the final counteroffer.
- 31 IV. FINANCING:
32 ☐ (a) This is a cash transaction with no contingencies for financing;
33 ☐ (b) This Contract is contingent on Buyer obtaining written loan commitment which confirms underwriting loan approval for a loan to purchase
34 the Property ("Loan Approval") within _____ days (if blank, then 30 days) after Effective Date ("Loan Approval Date") for (CHECK ONLY
35 ONE): ☐ a fixed; ☐ an adjustable; or ☐ a fixed or adjustable rate loan, in the Loan Amount (See Paragraph II.(c)) at an initial interest rate not to
36 exceed _____%, and for a term of _____ years. Buyer will make application within _____ days (if blank, then 5 days) after Effective Date.
37 BUYER: Buyer shall use reasonable diligence to: obtain Loan Approval; notify Seller in writing of receipt of Loan Approval by Loan Approval
38 Date; satisfy terms of the Loan Approval; and close the loan. Loan Approval which requires a condition related to the sale of other property shall
39 not be deemed Loan Approval for purposes of this subparagraph. Buyer shall pay all loan expenses. Buyer authorizes the mortgage broker(s) and
40 lender(s) to disclose information regarding the conditions, status, and progress of loan application and Loan Approval to Seller, Seller's attorney,
41 real estate licensee(s), and Closing Agent.
42 SELLER: If Buyer does not deliver to Seller written notice of Loan Approval by Loan Approval Date, Seller may thereafter cancel this Contract by
43 delivering written notice ("Seller's Cancellation Notice") to Buyer, but not later than seven (7) days prior to Closing. Seller's Cancellation Notice shall
44 notify Buyer that Buyer has three (3) days to deliver to Seller written notice waiving this Financing contingency, or the Contract shall be cancelled.
45 DEPOSIT(S) (for purposes of this Financing Paragraph IV(b) only): If Buyer has used reasonable diligence but does not obtain Loan Approval
46 by Loan Approval Date, and thereafter either party elects to cancel this Contract, the deposit(s) shall be returned to Buyer. If Buyer obtains Loan
47 Approval or waives this Financing contingency, and thereafter the Contract does not close, then the deposit(s) shall be paid to Seller; provided how-
48 ever, if the failure to close is due to: (i) Seller's failure or refusal to close or Seller otherwise fails to meet the terms of the Contract, or (ii) Buyer's lender
49 fails to receive and approve an appraisal of the Property in an amount sufficient to meet the terms of the Loan Approval, then the deposit(s) shall be
50 returned to Buyer.
51 ☐ (c) Assumption of existing mortgage (see rider for terms); or
52 ☐ (d) Purchase money note and mortgage to Seller (see Standards B and K and riders; addenda; or special clauses for terms).
- 53 V. TITLE EVIDENCE: At least _____ days (if blank, then 5 days) before Closing a title insurance commitment with legible copies of instruments listed as
54 exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see Standard A for terms) shall be obtained by:
55 (CHECK ONLY ONE): ☐ (1) Seller, at Seller's expense and delivered to Buyer or Buyer's attorney; or
56 ☐ (2) Buyer at Buyer's expense.
57 (CHECK HERE): ☐ If an abstract of title is to be furnished instead of title insurance, and attach rider for terms.
- 58 VI. CLOSING DATE: This transaction shall be closed and the closing documents delivered on _____ ("Closing"), unless
59 modified by other provisions of this Contract. In the event of extreme weather or other conditions or events constituting "force majeure", Closing will be
60 extended a reasonable time until: (i) restoration of utilities and other services essential to Closing, and (ii) availability of Hazard, Wind, Flood, or Homeowners'
61 insurance. If such conditions continue more than _____ days (if blank, then 14 days) beyond Closing Date, then either party may cancel this Contract.

125
124 Name:
123 this Contract
122 BROKERS: The brokers (including cooperating brokers, if any) named below are the only brokers entitled to compensation in connection with
121 Phone
120
119 Buyers' address for purposes of notice
118 (BUYER) (DATE)
117 (BUYER) (DATE)
116 (BUYER) (DATE)
115 (SELLER) (DATE)
114 (SELLER) (DATE)
113 Sellers' address for purposes of notice
112 Phone
111 Listing Broker
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VII. RESTRICTIONS, EASEMENTS, LIMITATIONS: Seller shall convey marketable title subject to: comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise common to the subdivided lots; outstanding oil, gas and mineral rights of record without right of entry; unpatented public utility easements of record located contiguous to real property lines and not more than 10 feet in width as to the rear or front lines and 7 1/2 feet in width as to the side lines; taxes for year of Closing and subsequent years; and assumed mortgages and purchase money mortgages, if any (if additional items, see addendum); provided, that there exists at Closing no violation of the foregoing and none prevent use of the Property for purposes of the Contract.

VIII. OCCUPANCY: Seller shall deliver occupancy of Property to Buyer at time of Closing unless otherwise stated herein. If Property is intended to be rented or occupied beyond Closing, the fact and terms thereof and the tenant(s) or occupant(s) shall be disclosed pursuant to Standard F, for maintenance from that date, and shall be deemed to have accepted Property in its existing condition as of time of taking occupancy.

IX. TYPED OR HANDWRITTEN PROVISIONS: Typewritten or handwritten provisions, riders and addenda shall control all printed provisions of this Contract in conflict with them.

X. ASSIGNABILITY: (CHECK ONLY ONE: Buyer ☐ may assign and thereby be released from any further liability under this Contract; ☐ may assign but not be released from liability under this Contract; or ☐ may not assign this Contract.

XI. DISCLOSURES:

(a) The Property may be subject to unpaid special assessment lien(s) imposed by a public body ("public body" does not include a Condominium or Homeowners' Association). Such lien(s), if any, whether certified, confirmed and ratified, pending, or payable in installments, as of Closing, shall be paid as follows: ☐ by Seller at closing ☐ by Buyer (if left blank, then Seller at Closing). If the amount of any assessment to be paid by Seller has not been finally determined as of Closing, Seller shall be charged at Closing an amount equal to the best estimate or assessment for the improvement by the public body.

(b) Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon or radon testing may be obtained from your County Public Health Unit.

(c) Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.

(d) Buyer acknowledges receipt of the Florida Energy-Efficiency Rating Information Brochure required by Section 553.986, F.S.

(e) If the Real Property includes pre-1978 residential housing then a lead-based paint risk is mandatory.

(f) If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act, the parties shall comply with that Act.

(g) BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE.

(h) PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT Rely ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNER-SHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

XII. MAXIMUM REPAIR COSTS: Seller shall not be responsible for payments in excess of:

(a) \$ _____ for treatment and repair under Standard D (if blank, then 1.5% of the Purchase Price).

(b) \$ _____ for repeat and replacement under Standard N not caused by Wood Destroying Organisms (if blank, then 1.5% of the Purchase Price).

XIII. HOME WARRANTY: ☐ Seller ☐ Buyer ☐ N/A will pay for a home warranty plan issued by _____ at a cost not to exceed \$ _____

XIV. RIDERS; SPECIAL CLAUSES: CHECK those riders which are applicable AND are attached to and made part of this Contract:

☐ CONDOMINIUM ☐ VAPHA ☐ HOMEOWNERS' ASSN. ☐ LEAD-BASED PAINT ☐ COASTAL CONSTRUCTION CONTROL LINE ☐ INSULATION ☐ AS IS ☐ EVIDENCE OF TITLE (SOUTH FLORIDA CONTRACTS) ☐ Other Comprehensive Rider Provisions ☐ Addenda Special Clause(s): _____

100% at a cost not to exceed \$ _____

XV. STANDARDS FOR REAL ESTATE TRANSACTIONS ("Standards"): Buyer and Seller acknowledge receipt of a copy of Standards A through V on the reverse side or attached, which are incorporated as part of this Contract.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR.

Approval does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED.

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NINSPERSON AND REPAIRS: Seller warrants that the existing, not including the beds and seating), and exterior and interior walls, and foundation of the Property do not have any visible evidence of leaks, water damage, or structural damage and that dockage, seawalls, septic tank, pool, all appliances, mechanical items, etc., are in good working order.
M. (REMOVED - purposely left blank)
Dons, A tax provided based on an estimate shall, at request of either party, be readjusted upon receipt of current year's tax bill.
upon between the parties; listing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exempt-
184 were not in existence on January 1st of prior year; then taxes shall be prorated based upon prior year's millages and as an equitable assessment to be agreed-
available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improve-
182 and current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millages. If current year's assessment is not
with due diligence made for immediate adjustment, home assessed and other exemptions. If Closing occurs at a date when the current year's millage is not
security deposits will be credited to Buyer. Escrow deposits held by mortgagees will be credited to Seller. Taxes shall be prorated based on the current year's tax and
Buyer shall have the option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased
L. PROVISIONS, CREDIT: Taxes, assessments, rent, interest, insurance and other expenses of the Property shall be prorated through the day before Closing.
closing statement, shall be paid by the party responsible for furnishing the title evidence in accordance with Paragraph V.
Buyer. Unless otherwise provided by law or rider to the Contract, charges for related closing services, title search, and closing fees (including preparation of
mortgages under this insurance commitment with related fees, and recording of purchase money mortgages to Seller, deed and financing statements shall be paid by
184 from Seller or third party, including, but not limited to, documentary stamps and intangible tax on the purchase money mortgages and any mortgages assumed,
K. EXPENSES: Documentary stamps on the deed and recording of corrective instruments shall be paid by Seller. All costs of Buyer's loan (whether obtained
tenant and mortgages escrowed letters and corrective instruments. Buyer shall furnish mortgages, notes, security agreement and financing statements.
J. CLOSING DOCUMENTS: Seller shall furnish the deed, bill of sale, certificate of title, construction lien affidavit, owner's possession affidavit, assignments of leases,
next business day. Time is of the essence in this Contract.
at legal holidays shall be excluded. Any time periods provided for herein which end on a Saturday, Sunday, or a legal holiday shall extend to 6:00 p.m. of the
177 TIME: Calendar days shall be used in computing time periods except (b) days, in which event Saturdays, Sundays and state or nation-
Agent designated by the party paying for title insurance, or, if no title insurance, or, if no title insurance, or, if no title insurance, or, if no title insurance,
H. PLACE OF CLOSING: Closing shall be held in the county wherein the Real Property is located at the office of the attorney or other closing agent ("Closing
construction lien or a claim for damages have been paid or will be paid at the Closing of this Contract.
and contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a
172 liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth the names of all such gen-
daily proceeding date of Closing. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction
171 claims of lien or potential liens known to Seller and further attesting that there have been no improvements or repairs to the Real Property for 90 days imme-
G. LIES: Seller shall furnish to Buyer at time of Closing an affidavit attesting to the absence, improvement or repair of the Real Property for 90 days immediately preceding
notice to Seller at least 5 days prior to Closing. Seller shall, at Closing, deliver and assign all original leases to Buyer.
and to confirm such information. If the terms of the leases differ materially from Seller's representations, Buyer may terminate the Contract by delivering written
167 and, the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit, and Buyer may thereafter contract ten-
and duration of the term(s) occupancy, rental rates, adverse past and present security deposits paid by tenant. If Seller is unable to obtain such letter from each ten-
F. LEASES: Seller shall, at least 10 days before Closing, furnish to Buyer copies of all written leases and escrowed letters from each tenant specifying the nature
164 in Paragraph VI hereof and file to the Real Property is insurable in accordance with Standard A without exception for lack of legal right of access.
E. INGRESS AND EGRESS: Seller warrants and represents that there is ingress and egress to the Real Property sufficient for its intended use as described
162 obligation for treatment and repair costs required under both the first and second inspection shall not exceed the amount provided in Paragraph XI (f).
in writing at least 10 days prior to Closing, and thereafter, Seller shall cause such treatment and repair to be made and pay the cost thereof, provided, Seller's total
160 have the opportunity to have the Property re-inspected for WDO infestation and have the cost of active infestation or new damages estimated and reported to Seller
159 receive a credit at Closing equal to the amount provided in Paragraph XIII(f). If Buyer's lender requires an updated WDO report, then Buyer shall, at Buyer's expense,
option of concerning this Contract by giving written notice to Seller within 20 days after the Effective Date, or Buyer may elect to proceed with the transaction and
157 WDO damages to be made and pay the costs thereof up to the amount provided in Paragraph XIII(f). If estimated costs exceed that amount, Buyer shall have the
156 and cost of repair estimated by an appropriately licensed contractor, and (3) report such costs) to Seller in writing. Seller shall cause the treatment and repair of all
155 (Operator") within 20 days after the Effective Date to determine if there is any visible active WDO infestation or visible damage from WDO infestation, excluding fences.
154 ed under the Florida Structural Pest Control Act, as amended. Buyer, at Buyer's expense, may have the Property inspected by a Florida Certified Pest Control Operator
153 m, lands of others or violate any restrictions, Contract covenants or applicable governmental regulations, the seller shall constitute a title defect.
152 by a registered Florida surveyor. If the survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements,
150 C. SURVEY: Buyer, at Buyer's expense, within three days of delivery of title and to examine same, may have the Real Property surveyed and recorded
148 denuded by recorded or filed financing statements or certificates of title. If a balloon payment will exceed the periodic payments thereon.
147 Real Property is located. All Personal Property and fixtures being conveyed or assigned w/v, at Seller's option, be subject to the lien of a security agreement and
146 pages, mortgages notes and security agreements generally utilized by savings and loan institutions or state or national banks located in the county wherein the
145 and security agreement shall be otherwise in form and content requested by Seller, but Seller may only require changes and coverages customarily found in mort-
144 standard mortgages clauses covering other risks and perils as Seller may reasonably require, in an amount equal to their highest insurable value; and the mortgage, note
143 in good standing; shall forbid modifications of, or future advances under, prior mortgage(s); shall require Buyer to maintain policies of insurance containing a
141 in whole or in part without penalty; shall permit acceleration in event of transfer of the Real Property; shall require, at prior loans and encumbrances to be kept
140 30 day grace period in the event of default if a first mortgage and a 15 day grace period if a second or lesser mortgage shall provide for Seller shall provide for a
139 B. PURCHASE MONEY MORTGAGE, SECURITY AGREEMENT TO SELLER: A purchase money mortgage and mortgage note to Seller shall provide for a
138 to Closing. Buyer may extend Closing so that Buyer shall have up to 5 days from date of receipt to examine same in accordance with this Standard.
137 releasing Buyer and Seller from all further obligations under this Contract. If Seller is to provide the Title Commitment and it is delivered to Buyer less than 5 days prior
136 the true provided. If, after diligent effort, Seller is unable to timely correct the defects, Buyer shall deliver the defective, or receive a refund of deposit(s), thereby
135 so notify Seller. Buyer shall be deemed to have accepted the title as it then is. Seller shall, if title is found unacceptable, use diligent effort to correct defects) within
134 days within which Seller shall use diligent effort to remove the defects; or (2) requesting a refund of deposit(s) paid which shall be returned to Buyer. If Buyer fails to
133 Buyer shall, within 5 days after expiration of the 30 day period, deliver written notice to Seller either: (1) extending the time for a reasonable period not to exceed 120
132 they, notify Seller in writing specifying defect(s) which render the title unacceptable. Seller shall have 30 days from receipt of notice to remove the defects, listing which
131 Paragraph VI and those to be described by Seller at or before Closing. Materially the title shall be determined according to applicable The Standards adopted by
130 owners' policy of the insurance in the amount of the purchase price, insuring Buyer's marketable title to the Real Property, subject only to matters contained in
129 N. TITLE INSURANCE: The title Commitment shall be issued by a Florida licensed title insurer agreeing to issue Buyer, upon recording of the deed to Buyer, an

STANDARDS FOR REAL ESTATE TRANSACTIONS (CONTINUED)

201 heating, cooling, electrical, plumbing systems, and machinery are in Working Condition. The foregoing warranty shall be limited to the items specified unless
202 otherwise provided in an addendum. Buyer may inspect, or, at Buyer's expense, have a firm or individual specializing in home inspections and holding an
203 occupational license for such purpose (if required), or by an appropriately licensed Florida contractor, make inspections of, those items within 20 days after
204 the Effective Date. Buyer shall, prior to Buyer's occupancy but not more than 20 days after Effective Date, report in writing to Seller such items that do not
205 meet the above standards as to defects. Unless Buyer timely reports such defects, Buyer shall be deemed to have waived Seller's warranties as to defects
206 not reported. If repairs or replacements are required to comply with the Standard, Seller shall cause them to be made and shall pay up to the amount pro-
207 vided in Paragraph XII (b). Seller is not required to make repairs or replacements of a Cosmetic Condition unless caused by a defect. Seller is responsible to
208 repair or replace. If the cost for such repair or replacement exceeds the amount provided in Paragraph XII (b), Buyer or Seller may elect to pay such excess,
209 falling which either party may cancel this Contract. If Seller is unable to correct the defects prior to Closing, the cost thereof shall be paid pro rata between Seller and Buyer.
210 For purposes of this Contract, (1) "Working Condition" means operating in the manner in which the item was designed to operate; (2) "Cosmetic Condition"
211 means aesthetic imperfections that do not affect the Working Condition of the item, including, but not limited to: pitted marbles or other pool finishes, missing
212 or torn screens; fogged windows; tears, worn spots, or discoloration of floor coverings, wallpaper, or window treatments; nail holes, scratches, dents, scuffs,
213 chips or cracking in ceilings, walls, flooring, fixtures, or mirrors; and minor cracks in floors, tiles, windows, sidewalks, or pool decks; and (3) cracked
214 roof tiles, curbing or worn steps, or limited roof tile shall not be considered defects. Seller must repair or replace, so long as there is no evidence of actual
215 leaks or leakage or structural damage, but missing tiles will be Seller's responsibility to replace or repair.
216 O. RISK OF LOSS: If, after the Effective Date, the Property is damaged by fire or other casualty (Casualty Loss) before Closing and cost of restoration
217 (which shall include the cost of painting or removing damaged areas) does not exceed 1.5% of the Purchase Price, cost of restoration shall be an obligation
218 of Seller and Closing shall proceed pursuant to the terms of this Contract and if restoration is not completed as of Closing, restoration costs will be escrowed
219 at Closing. If the cost of restoration exceeds 1.5% of the Purchase Price, Buyer shall either leave the Property as is, together with the 1.5% or receive a
220 refund of deposit(s) thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage
221 by casualty or other natural occurrence shall be the cost of painting or removal.
222 P. CLOSING PROCEDURE: The deed shall be recorded upon clearance of funds. If the title agent insures adverse matters pursuant to Section 627.7641, F.S.,
223 as amended, the escrow and closing procedures required by this Standard shall be waived. Unless waived as set forth above the following closing procedures
224 shall apply: (1) all closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 5 days after Closing; (2) if Seller's title is rendered
225 unmarketable, through no fault of Buyer, Buyer shall, within the 5 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt
226 of such notification to cure the defect; (3) if Seller fails to timely cure the defect, all deposits and closing funds shall, upon written demand by Buyer and within 5
227 days after demand, be returned to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and recon-
228 vey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make a timely demand for refund, Buyer shall hold the title as is, waiving all
229 rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.
230 Q. ESCROW: Any Closing Agent or escrow agent (collectively "Agent") receiving funds or equivalents is authorized and agrees by acceptance of them to deposit
231 them promptly, hold same in escrow and, subject to clearance, disburse them in accordance with terms and conditions of this Contract. Failure of funds to clear
232 shall not excuse Buyer's performance. If in doubt as to Agent's duties or obligations under the provisions of this Contract, Agent may, at Agent's option, continue to
233 hold the subject matter of the escrow until the parties have agreed to its disbursement or until a judgment of a court of competent jurisdiction shall determine the
234 rights of the parties, or Agent may deposit same with the clerk of the court having jurisdiction of the dispute. An attorney who represents a party and also acts
235 as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to
236 the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as
237 amended. Any suit between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any suit wherein Agent testifies the sub-
238 ject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred with these amounts to be paid from and out of the escrowed funds or
239 equivalent and charged and awarded as court costs in favor of the prevailing party. The Agent shall not be liable to any party or person for misdelivery to Buyer or
240 Seller of items subject to the escrow, unless such misdelivery is due to willful breach of the provisions of this Contract or gross negligence of Agent.
241 R. ATTORNEY'S FEES; COSTS: In any litigation, including breach, enforcement or interpretation, arising out of this Contract, the prevailing party in such
242 litigation, which, for purposes of this Standard, shall include Seller, Buyer and any brokers acting in agency or nonagency relationships authorized by
243 Chapter 475, F.S., as amended, shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs and expenses.
244 S. FAILURE OF PERFORMANCE: If Buyer fails to perform this Contract within the time specified, including payment of all deposits, the deposits paid
245 by Buyer and disposed of as provided, may be recovered and retained by and for the account of Seller as agreed upon liquidated damages, consid-
246 eration for the execution of this Contract and in full settlement of any claims, whereupon, Buyer and Seller shall be relieved of all obligations under this
247 Contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If for any reason other than failure of Seller to
248 make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, Buyer may seek specific performance or elect
249 to rescind the return of Buyer's deposits without thereby waiving any action for damages resulting from Seller's breach.
250 T. CONTACT NOT RECOVERABLE; PERSONS BOUND; NOTICE; COPIES: Neither this Contract nor any notice of it shall be recorded in any public
251 records. This Contract shall bind and run to the benefit of the parties and their successors in interest. Whenever the correct permits, singular shall include
252 plural and one gender shall include all. Notice and delivery given by or to the attorney or broker representing any party shall be as effective as if given by
253 or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic means. A legible facsimile or electronic (including
254 pdf) copy of this Contract and any signatures hereon shall be considered for all purposes as an original.
255 U. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as
256 appropriate to the status of Seller, subject only to matters otherwise excepted by Buyer. Personal Property shall, at the
257 request of Buyer, be transferred by an absolute bill of sale with warranty of title, subject only to such matters as may be otherwise provided for herein.
258 V. OTHER AGREEMENTS: No prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No
259 modification to or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the parties intended to be bound by it.
260 W. SELLER DISCLOSURE: There are no facts known to Seller materially affecting the value of the Property which are not readily observable by Buyer or
261 which have not been disclosed to Buyer.
262 X. PROPERTY MAINTENANCE; REPAIR STANDARDS; ASSIGNMENT OF CONTRACTS AND WARRANTIES: Seller shall
263 maintain the Property, including, but not limited to lawn, shrubbery, and pool in the condition existing as of Effective Date, ordinary wear and tear and
264 Casualty Losses excepted. Seller shall, upon reasonable notice, provide utilities service and access to the Property for appraised and inspections, including
265 a walk-through prior to Closing, to confirm that all items or Personal Property are on the Real Property and, subject to the foregoing, that all required
266 repairs and replacements have been made, and that the Property has been maintained as required by this Standard. All repairs and replacements shall
267 be completed in a good and workmanlike manner, in accordance with all requirements of law, and shall consist of materials or items of quality, value,
268 capacity and performance comparable to, or better than, that existing as of the Effective Date. Seller will assign all assignable repair and treatment con-
269 tracts and warranties to Buyer at Closing.
270 Y. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneous with Closing or deferred) with respect to the
271 Property under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the
272 Exchange, including the execution of documents provided by, such Exchange.
273 Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

EXHIBIT "B"

POST CLOSING OCCUPANCY AGREEMENT

THIS POST CLOSING OCCUPANCY AGREEMENT ("Agreement") is made as of the _____ day of _____, 2019 by and between CITY OF PORT ORANGE, FLORIDA, a municipal corporation, mailing address: c/o City Manager, 1000 City Center Circle, Port Orange FL 32129-4144, hereinafter referred to as ("PURCHASER") and Thelma Cardwell, mailing address 4190 Spruce Creek Road, Port Orange, FL 32127 hereinafter referred to as "SELLER",

WHEREAS, PURCHASER and SELLER have entered into a contract for the purchase and sale of property at 4190 Spruce Creek Road, Port Orange, County of Volusia, State of Florida, more particularly described as:

Parcels 1 to 4 inclusive, unrecorded subdivision, Powers Subdivision, Public Records, Volusia County, Florida

Also being identified by Parcel Number **6304-08-00-0020**; the subject real estate being hereinafter referred to as the "Property", which contract is dated _____, 2019 and

WHEREAS, SELLER desires to occupy the Property after closing and disbursement, and PURCHASER is willing to allow SELLER occupancy in accordance with and subject to the terms and conditions set forth herein.

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

1. **Occupancy.** This Agreement shall be restricted to occupancy of the Property by the SELLER only and shall be used for residential purposes. Occupancy shall terminate on or before Sixty (60) days from date of closing at 5:00 P.M., said date being _____ ("Termination Date"), by which time SELLER shall vacate the Property. This right of occupancy is exclusive to the SELLER.
2. **Payments.** Rents due and owing under this Agreement will be at the rate of **One Thousand Five Hundred and NO/100 Dollars (\$1,500.00) per month ("Rent")**. Rent due and owing under this Agreement is hereby suspended pending vacation of the Property on or before Sixty (60) days from the date of closing, as agreed herein. If SELLER fails to vacate the Property as agreed, then SELLER shall be in default of her obligations hereunder and shall forfeit all right, title, and interest to the monies held in escrow pursuant to the Contract for Purchase of the Property, referenced hereinabove.
3. **Utilities and Insurance.** SELLER shall be responsible for payment of all utilities and for insurance on contents until the date SELLER vacates the Property. The PURCHASER agrees to maintain liability insurance on the Property.
4. **Indemnification.** It is understood and agreed that the SELLER will indemnify and hold the PURCHASER harmless in the event of any damage, injury or loss of life in connection with SELLER's occupancy and use of said Property and all facilities offered for SELLER's enjoyment of the Property.

5. Use. SELLER further covenants and agrees not to use nor permit the Property to be used for any illegal, immoral or improper purposes; not to make nor permit any disturbance, noise or annoyance whatsoever detrimental to the Property or to the comfort and peace of any of the inhabitants of said building or its neighbors and particularly SELLER shall not assign this Occupancy Agreement or sublet any portion of the Property. SELLER shall not use said Property for any other purpose than as a residence.
6. Repairs. SELLER shall maintain the Property, including carpet, appliances, equipment and furnishings, if any, and including but not limited to air conditioning, plumbing, electrical and structural in good working order and repair during said occupancy. Any damage, breakage or loss to any portion of the Property, including air conditioning, plumbing, electrical and structural, occurring during the occupancy, will be paid for by SELLER.
7. Surrender. At the end of the term, SELLER shall vacate and surrender the Property in broom clean condition, and in as good condition as they were at the beginning of the term, except for ordinary wear and tear, and SELLER shall remove all of SELLER's property. All property, installations and additions required to be removed by SELLER at the end of the term which remain in the Property after SELLER has vacated shall be considered abandoned by SELLER and, at the option of PURCHASER, may either be retained as PURCHASER's property or may be removed by PURCHASER at SELLER's expense.
8. Right of Entry. PURCHASER's right to enter the Property shall be governed by the provisions of Florida Statutes, it being understood that hurricanes or severe weather warnings shall constitute an emergency under such Statutes.
9. No Waiver. The failure of PURCHASER to take any action against SELLER for violation of any of the terms of this Agreement shall not be a waiver of that act or a subsequent act of SELLER of a similar nature from being a violation of this Agreement.
10. Action. If the PURCHASER is compelled to maintain an action for the possession of the Property, or damages, the SELLER agrees to pay all expenses incurred by the PURCHASER in connection with said action, including but not limited to reasonable attorneys' fees and costs at all trial and appellate levels.
11. Miscellaneous. This Agreement may be executed in counterparts, all counterparts taken together being one Agreement. Facsimile or electronic (including pdf) signatures shall be treated as originals. The provisions contained in this Agreement and the Contract set forth the entire understanding of the parties and shall be binding upon their respective heirs, successors, assigns and legal representatives of the parties hereto and shall not be changed or terminated orally. The law governing this Agreement shall be that of the State of Florida. Venue shall lie in Volusia County. Time is of the essence.

12. Governing Law. This Occupancy Agreement shall be governed by Chapter 83 Florida Statutes as a Residential Tenancy. The rights and remedies under this Occupancy Agreement are cumulative and not exclusive. Upon default, the non-defaulting Party shall additionally have such other and further rights as may be provided at law or in equity.
13. Captions. The captions used herein are for convenience purposes only and have no effect on the interpretation of the terms contained herein.

[SIGNATURE PAGES TO FOLLOW]

WITNESSES:

First Witness Signature Above, Printed Name Below:

Second Witness Signature Above, Printed Name Below:

SELLER:

By: _____

Thelma Cardwell

Date: _____, 2019

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing *Post Closing Occupancy Agreement* was sworn to and acknowledged before me this _____ day of _____, 2019, by Thelma Cardwell, the Seller named in the foregoing Contract, who (*Notary, please check as applicable*): ☐ took an oath or ☐ did not take an oath; 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

WITNESSES:

CITY OF PORT ORANGE

First Witness Signature Above, Printed Name Below:

By: _____
M.H. Johansson, City Manager

Date: _____, 2019

Second Witness Signature Above Printed Name Below:

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing *Post Closing Occupancy Agreement* was sworn to and acknowledged before me this _____ day of _____, 2019, by M.H. Johansson, the City Manager for the City of Port Orange, Florida, who (*Notary, please check as applicable*): ☐ took an oath or ☐ did not take an oath; 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

EXHIBIT "C"

ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made and entered into as of this ____ day of _____, 2019, by and among **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation with a mailing address of 1000 City Center Circle, Port Orange, Florida 32129, hereinafter referred to as "**Port Orange**" or "**City**" and the **THELMA CARDWELL** with a mailing address of 4190 Spruce Creek Road, Port Orange, Florida 32127 hereinafter referred to as "**Seller**" and **COLUMBIA TITLE RESEARCH CORPORATION**, with a mailing address of 200 Forest Lake Blvd., Suite 2, Daytona Beach, FL 32119 hereinafter referred to as "**Escrow Agent**".

WITNESSETH:

WHEREAS, Seller and Port Orange entered into the Post Closing Occupancy Agreement dated on or about _____, (hereinafter the "Post-Closing Agreement") detailing the terms and conditions of Seller remaining in possession of the property located at 4190 Spruce Creek Road, Port Orange, County of Volusia, State of Florida, more particularly described as:

Parcels 1 to 4 inclusive, unrecorded subdivision, Powers Subdivision, Public Records, Volusia County, Florida

Also being identified by Parcel Number **6304-08-00-0020**; the subject real estate being hereinafter referred to as the "Property"; and

WHEREAS, the Parties desire to use this Escrow Agreement to effectuate that certain Post-Closing Agreement for the Property.

NOW, THEREFORE, for and in consideration of the foregoing premises and of the respective agreements and covenants contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE 1 ACCEPTANCE OF APPOINTMENT AND DEPOSIT INTO ESCROW

Section 1.1 Acceptance of Appointment as Escrow Agent. The Escrow Agent hereby accepts the appointment as Escrow Agent and agrees to hold and distribute all Escrow Deposits, in accordance with the terms and conditions of this Agreement.

Section 1.2 Receipt of Deposits for Escrow. Upon the full execution of this Agreement, the Seller authorizes Escrow Agent to hold from disbursement, a portion of the funds paid by Port Orange for the purchase of the Property in the amount of **Ten Thousand and NO/100 Dollars (\$10,000.00)** (the "Escrowed Deposits") with Escrow Agent.

ARTICLE 2 RELEASE FROM ESCROW

Section 2.1 Delivery and Release of Escrow Deposits. Upon Escrow Agent's receipt of the Port Orange's written confirmation to Escrow Agent (pursuant to Section 3.1 of this Agreement) of Seller's performance of the obligations set forth in the Post-Closing Occupancy Agreement to the satisfaction of Port Orange, the Escrow Agent shall act as set forth in Section 2.2. Upon Port Orange's written confirmation to Escrow Agent (pursuant to Section 3.2 of this Agreement) of Seller's breach as defined in Section 3.2, the Escrow Agent shall act as set forth in Section 2.3.

Section 2.2 Completion and Expiration. In the event that Port Orange confirms the Seller's performance of the obligations set forth in the Post-Closing Occupancy Agreement to the satisfaction of Port Orange, then the Escrow Agent shall deliver via wire transfer to Seller the Escrow Deposits. Upon Escrow Agent's completion of the requirements of Section 2.2 this Escrow Agreement shall expire.

Section 2.3 Breach and Expiration. In the event that Port Orange confirms Seller's breach as set forth in Section 3.2 of this Agreement, then Escrow Agent shall transfer the Escrow Deposit to City of Port Orange; Escrow Agent shall obtain a receipt for all deliveries. Upon Escrow Agent's completion of the requirements of Section 2.3 this Escrow Agreement shall expire.

Section 2.4 Disbursement into Court. Notwithstanding anything in this Agreement to the contrary, if at any time there shall exist any dispute between the parties with respect to the holding or disposition of any portion of the Escrow Deposits or any other obligation of the Escrow Agent hereunder, or if at any time the Escrow Agent is unable to determine, to the Escrow Agent's reasonable satisfaction the proper disposition of the Escrow Deposits or the Escrow Agent's proper actions with respect to the obligations hereunder, then the Escrow Agent may, in its reasonable discretion, take either or both of the following actions: (i) suspend the performance of any of its obligations under this Agreement until such dispute or uncertainty shall be resolved to the reasonable satisfaction of the Escrow Agent; and/or (ii) petition (by means of interpleader action or any other appropriate method) any court of competent jurisdiction in Volusia County, Florida for instruction with respect to such dispute or uncertainty, and pay into and/or deposit with such court all Escrow Deposits held by Escrow Agent, and deliver the Escrow Deposits for holding and disposition in accordance with the instructions of such court. In the event of an interpleader action, the Escrow Agent shall have the right to deduct from the Escrowed Deposits the filing fees and court costs associated with the filing of the interpleader lawsuit. In the event of a petition, Port Orange shall have full right, title and possession and may fully utilize the real property.

ARTICLE 3 DEFAULT BY SELLER

Section 3.1 Completion of the obligations of the Post Closing Agreement. If on or before the Termination Date set forth in the Post Closing Agreement, Seller has vacated the

Property in accordance with the terms and conditions of the Post Closing Agreement, the City shall provide the Escrow Agent (copying Seller) with written notice of the same.

Section 3.2 Default by Seller. The City shall notify the Escrow Agent in writing (with copy to Seller) in the event the Seller is in breach of the Post-Closing Agreement. The term "breach" shall be defined as the Seller or its successors and assigns failure to fulfill the obligations set forth in the Post Closing Agreement. Seller shall only be deemed to be in breach if they fail to fulfill the obligations set forth in the Post Closing Agreement. In the event of a breach by Sellers, the City shall have all the rights and remedies as set forth in the Post Closing Agreement, this Escrow Agreement and as otherwise prescribed by law.

ARTICLE 4 RIGHTS/RESPONSIBILITIES OF ESCROW AGENT AND RELEASE OF ESCROW AGENT

Section 4.1 Rights and Responsibilities of the Escrow Agent. The duties and responsibilities of the Escrow Agent shall be limited to those expressly set forth in this Agreement and it shall not be subject to, nor obligated to recognize any other agreement between, or direction or instruction of, any or all of the parties to this Agreement except as expressly provided herein.

Section 4.2 Release of Escrow Agent and Termination of this Agreement. Upon receipt by Escrow Agent of the notice from the City pursuant to Sections 3.1 or 3.2, hereinabove, Seller and City shall (within 3 business days thereafter) execute and deliver to Escrow Agent a release of the Escrow Agent from its obligations under this Agreement. Upon the Escrow Agent's receipt of said releases, this Agreement shall expire and be of no further force and effect.

ARTICLE 5 MISCELLANEOUS

Section 5.1 Notices. All notices, requests, consents, or other communications required or permitted under this Escrow Agreement shall be in writing and shall be deemed to have been duly given or delivered by any party: (a) when received by such party if delivered by hand, (b) upon confirmation when delivered by fax or email, (c) within one day after being sent by recognized overnight delivery service, or (d) within ten business days after being mailed by certified U.S. mail, postage prepaid, and in each case addressed as provided for in this Agreement. Any party by written notice to the other parties pursuant to this section may change the address or the persons to whom notices or copies thereof shall be directed. Upon the execution of this Escrow Agreement the Parties' addresses are set forth as follows:

Ms. Thelma Cardwell

EMAIL: _____

City of Port Orange
Attn: City Manager
1000 City Center Circle
Port Orange, Florida 32129
MJohansson@port-orange.org

Escrow Agent
Columbia Title Research Corporation
200 Forest Lake Blvd.
Suite 2
Daytona Beach, FL 32119
columbiatitle@bellsouth.net

Section 5.2 Amendment. This Agreement may be amended or modified only be an instrument in writing duly executed by the parties to this Agreement.

Section 5.3 Attorneys' Fees and Costs. In connection with any litigation arising out of the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to recover from the other, all costs incurred, including reasonable attorneys' fees, including without limitation trial and appellate proceedings and in bankruptcy.

Section 5.4 Counterparts, Faxes and Emails. This Agreement may be executed in counterparts, and signatures on copies of this Agreement which are transmitted by facsimile or email shall be deemed originals for all purposes.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by the parties as of the respective dates shown below.

WITNESSES:

First Witness Signature Above, Printed Name Below:

Second Witness Signature Above, Printed Name Below:

SELLER:

By: _____

Thelma Cardwell

Date: _____, 2019

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing *Escrow Agreement* was sworn to and acknowledged before me this _____ day of _____, 2019, by Thelma Cardwell, the Seller named in the foregoing Contract, who (*Notary, please check as applicable*): ☐ took an oath or ☐ did not take an oath; 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

WITNESS:

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

Signature

By: _____
M.H. Johansson, City Manager

Printed Name

Signature

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

Printed Name

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing *Escrow Agreement* was acknowledged before me this _____ day of _____, 2019, by M.H. Johansson, City Manager CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, on behalf of the City, respectively. He is personally known to me and did not take an oath.

Notary Public, State of Florida at Large

Printed Name, Commission Seal and Term Expiration Date

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing *Escrow Agreement* was acknowledged before me this _____ day of _____, 2019, by ROBIN L. FENWICK, MMC, City Clerk of the CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, on behalf of the City. She is personally known to me and did not take an oath.

Notary Public, State of Florida at Large

Printed Name, Commission Seal and Term Expiration Date

WITNESSES:

Signature

Printed Name

Signature

Printed Name

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Charles L. Strickhouser, President of Columbia Title Research Corporation. He is personally known to me or has produced _____ as identification.

ESCROW AGENT
Columbia Title Research Corporation

By: _____
Charles L. Strickhouser, President

Date: _____

Notary Public, State of Florida at Large

Printed Name, Commission Seal and Term Expiration Date



CITY OF PORT ORANGE

Public Works & Utilities Department

TO: M.H.Johansson, City Manager

FROM: Lynn Stevens, Public Works & Utilities Director

DATE: January 8, 2020

SUBJECT: Purchase of Real Property – 4190 Spruce Creek Road

REQUEST:

The Public Works & Utilities Department is requesting City Council approval of the purchase of real property at 4190 Spruce Creek Road for \$258,750 plus \$5,200 for estimated closing costs and an estimated cost of \$10,000 for demolition of the structure.

PURPOSE:

The purpose of this request is for future road expansion of Spruce Creek Road to accommodate large, commercial truck traffic accessing Eastport Business Park and commercial properties located nearby.

CONSIDERATION:

Acquisition of the residential property at 4190 Spruce Creek Road will complete public ownership along the West side of Spruce Creek Road between Dunlawton Avenue and Oak Street. The widening of Spruce Creek Road from Dunlawton Avenue to Commonwealth Boulevard is identified in the City's Comprehensive Plan and the Eastport CRA Plan. The seller is offering the property to the city at a cost of \$258,750, 15% above appraised value. Other costs to the City include approximately \$5,200 for routine closing costs.

After purchase, the structures will be demolished. The estimated cost of demolition is \$10,000. After demolition, staff will begin planning the road improvements.

FUNDING:

Unrestricted Gas Tax and Road Impact Fees will fund the project.

RECOMMENDATION:

The Public Works & Utilities Department recommends City Council approve the purchase of real property at 4190 Spruce Creek Road for \$258,750 plus \$5,200 for estimated closing costs and an estimated cost of \$10,000 for demolition of the structure.

ATTACHMENTS:

- a) Vicinity Map
- b) Contract for Sale and Purchase of Real Property

4190 Spruce Creek Rd
Parcel Number 6304-08-00-0020

OAK ST

DUNLAWTON AVE

OAK ST

SPRUCE CREEK RD

Proposed Property Acquisition



Subject Parcel



THE NEWS-JOURNAL

Published Daily and Sunday
Daytona Beach, Volusia County, Florida

State of Florida,
County of Volusia

Before the undersigned authority personally appeared

Cynthia Anderson

who, on oath says that she is

LEGAL COORDINATOR

of The News-Journal, a daily and Sunday newspaper,
published at Daytona Beach in Volusia County, Florida; the
attached copy of advertisement, being a
.....

PUBLIC NOTICE

L 2347864

in the Court,
was published in said newspaper in the issues.....

DECEMBER 10, 2019

Affiant further says that The News-Journal is a newspaper
published at Daytona Beach, in said Volusia County, Florida,
and that the said newspaper has heretofore been continuously
published in said Volusia County, Florida, each day and
Sunday and has been entered as second-class mail matter at
the post office in Daytona Beach, in said Volusia County,
Florida, for a period of one year next preceding the first
publication of the attached copy of advertisement; and affiant
further says that he has neither paid nor promised any person,
firm or corporation any discount, rebate, commission or
refund for the purpose of securing this advertisement for
publication in the said newspaper

Cynthia Anderson

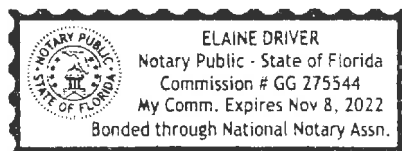
Sworn to and subscribed before me

This 10TH of DECEMBER

A.D. 2019

[Signature]

49D



PUBLIC NOTICE

NOTICE IS HEREBY GIVEN of the commencement of a 30-day review period pursuant to Section 166.045, Florida Statutes prior to a public hearing to be held by the Port Orange City Council on January 21, 2020 at 6:30 p.m., or as soon thereafter as possible, in the Council Chambers, City Hall, 1000 City Center Circle, Port Orange, Florida at which time the City Council will consider final acceptance of an option contract for the purchase of the following described real property:

Parcels 1 to 4 inclusive, unrecorded subdivision Powers Subdivision, Public Records of Volusia County, Florida; Less and except the 0.01 acre at the Southeast corner granted in 1988 by Special Warranty Deed/Right of Way, OR Book 3200, Page 1717, Public Records, Volusia County, Florida; also being identified by Parcel ID# 6304-08-00-0020.

A copy of this notice and the proposed contract are available for public inspection during regular business hours Monday through Friday from 8:00 a.m. to 5:00 p.m. in the City Clerk's office, first floor, City Hall, 1000 City Center Circle, Port Orange, Florida. All interested parties are invited to attend this meeting and voice comments regarding the transaction.

If a person decides to appeal any decision made by the City Council with respect to any matter considered at the above referenced meeting or hearing, he/she will need a record of the proceedings. For such purposes, it may be necessary to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence 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 these proceedings, 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, Florida, 32129, telephone number (386) 506-5563, within two working days after your receipt of this notice or five days prior to the meeting date. If you are hearing or voice impaired, contact the relay operator at 1-800-955-8771.

For further information about this transaction, please call (386) 506-5755, or contact Linda Johnson Right of Way Agent, Dorothy L. Hukill Annex, 1395 Dunlawton Avenue, Port Orange, Florida. Office hours are Monday through Friday, 8:00 a.m. to 4:30 p.m.

s/ Robin L. Fenwick, MMC
City Clerk

City of Port Orange
L2347864, Dec. 10, 2019 It



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 1/21/2020

Consent item: Yes

SUBJECT: (B7b) Award of ITB #19-26 for WRF Sludge Trailer Storage Lot to SGS Contracting Services Inc.

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve award of ITB 19-26, WRF Sludge Trailer Storage Lot, to lowest responsive, responsible bidder, SGS Contracting Services Inc., subject to approval of Budget Resolution No. 20-3; subject to City Attorney and City Manager review and approval of final contract documents; and authorizing the Mayor and City Clerk to execute all contract documents.

SUMMARY: This project provides for a dewatered wastewater biosolids trailer storage area and provides proper disposal of any liquids that drain out of the trailers in accordance with FDEP rules. This project was identified in the Capital Improvement Project budget and approved by City Council.

On December 5, 2019, the bid opening for ITB 19-26 was held and two bids were received. SGS Contracting Services, Inc was the lowest responsive bidder at \$296,670.00. SGS Contracting Services Inc. is a known contractor to the City of Port Orange and they are qualified to perform the work required.

Project No.: SSP013
SSP013

Funding Account No.: 401-0400-535-6397
401-8000-600000

Presenter: Lynn Stevens

ATTACHMENTS:

1.	Justification Memo Award ITB 19 26 Sludge Trailer Storage	Justification Memo Award ITB 19 26 Sludge Trailer Storage.pdf
2.	SGS Bid Submittal ITB 19 26 WRF Sludge Trailer Storage Lot	SGS Bid Submittal ITB 19 26 WRF Sludge Trailer Storage Lot.pdf
3.	ITB 19 26 BID TABULATION WRF Sludge Trailer Storage Lot	ITB 19 26 BID TABULATION WRF Sludge Trailer Storage Lot.pdf
4.	ITB-19-26-BID PKG WRF-Sludge-Trailer-Storage-Lot-FINAL-10182019	ITB-19-26-BID PKG WRF-Sludge-Trailer-Storage-Lot-FINAL-10182019.pdf

5.	Attachment-A-ITB-19-26-Bid-Set--- Drawings-and-Specifications-for-WRF- SLUDGE-TRAILER-STORAGE-LOT- FINAL-10182019-1	Attachment-A-ITB-19-26-Bid-Set--- Drawings-and-Specifications-for-WRF- SLUDGE-TRAILER-STORAGE-LOT- FINAL-10182019-1.pdf
6.	ATTACHMENT 1 SCHEDULE OF UNIT PRICING ITB 19-26 WRF SLUDGE TRAILER STORAGE LOT FINAL 10.14.2019	ATTACHMENT 1 SCHEDULE OF UNIT PRICING ITB 19-26 WRF SLUDGE TRAILER STORAGE LOT FINAL 10.14.2019.xlsx
7.	Addendum 1 of 1 ITB 19 26 WRF Sludge Trailer Storage Lot FINAL 11202019	Addendum 1 of 1 ITB 19 26 WRF Sludge Trailer Storage Lot FINAL 11202019.pdf
8.	SGS Sludge Trailer COI GL AUTO UMBRELLA thru 4 26 2020	SGS Sludge Trailer COI GL AUTO UMBRELLA thru 4 26 2020.pdf
9.	SGS Sludge Trailer VENDOR APP AND WC AFFIDAVIT dated 12 23 2019	SGS Sludge Trailer VENDOR APP AND WC AFFIDAVIT dated 12 23 2019.pdf
10.	SGS Sludge Trailer COI for WC LEASED EMPLOYEES thru June 2020	SGS Sludge Trailer COI for WC LEASED EMPLOYEES thru June 2020.pdf
11.	SGS W9 FORM	SGS W9 FORM.pdf

Kynah Cockcroft	Created/Initiated - 12/12/2019
Kynah Cockcroft	Approved - 12/12/2019
Julia Wiggins	Approved - 12/13/2019
Richard Colby	Approved - 12/13/2019
Junos Reed	Approved - 12/16/2019
Steve Parnell	Approved - 12/17/2019
Lynn Stevens	Approved - 12/17/2019
Scott Neils	Approved - 12/18/2019
Matthew Jones	Approved - 1/8/2020
Jake Johansson	Approved - 1/9/2020
Robin Fenwick	Final Approval - 1/9/2020



City of Port Orange Public Works & Utilities Department

TO: M.H. Johansson, City Manager

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

FROM: Steve Parnell, Deputy Director of Public Utilities

DATE: December 11, 2019

SUBJECT: Award ITB 19-26 WRF Sludge Trailer Storage Lot; SGS Contracting Services, Inc.

REQUEST:

The Public Works & Utilities Department requests City Council to approve the award of ITB 19-26, WRF Sludge Trailer Storage Lot, to SGS Contracting Services, Inc. as the lowest responsible, responsive bidder.

PURPOSE:

The purpose of this request is to approve the award of ITB 19-26 to SGS Contracting Services, Inc for WRF Sludge Trailer Storage Lot.

CONSIDERATION:

The City contracts the hauling of biosolids for ultimate disposal off site. The vendor provides trailers for the dewatered biosolids. When full, the trailers are held in the front parking area at the treatment plant until the hauler removes them. During this holding stage, the trailers are tarped, but fluids continue to accumulate. Under Florida Department of Environmental Protection rules, this liquid must be retained and returned to the beginning of the treatment process. This project was designed to provide additional trailer storage, relocate the storage so it is not intrusive to staff members entering/exiting the facility, and provide proper disposal of any liquids that drain out of the trailers. This project was identified in the Capital Improvement Project budget and approved by City Council.

On December 5, 2019, the bid opening for ITB 19-26 was held in City Council Chambers. Two bids were received:

- Carr & Collier \$340,670.00
- SGS Contracting Services, Inc \$296,670.00

SGS is more than qualified to perform the services requested in the ITB.

FUNDING:

Project Capital Outlay Fund - 401-0400-535-6397, Project# SSP013

RECOMMENDATION:

The Public Works & Utilities Department recommends City Council to approve the award of ITB 19-26, WRF Sludge Trailer Storage Lot, to SGS Contracting Services as the lowest responsible.

ANTICIPATED SCHEDULE:

- a.) Council Approval – Jan 7th, 2020

ATTACHMENTS:

- a.) All bid documents ITB 19-26 WRF Sludge Trailer Storage Lot

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- ☒ Form 7.2 – Vendor’s Acknowledgement
- ☒ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- ☒ Form 7.4 – Drug Free/Tie Preference Statement
- ☒ Form 7.5 – Public Entity Crimes Statement
- ☒ Form 7.6 – Affidavit of Anti-Collusion
- ☒ Form 7.7 – Authorized Signatures/Negotiators
- ☒ Form 7.8 – Statement of Vendor’s Qualifications
- ☒ Form 7.9 – Professional References for Previous Experience
- ☒ Form 7.10 – List of Subcontractors
- ☒ Form 7.11 – Certificate as to Corporate Principal
- ☒ N/A Attachment H – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION *Form NOT IN Bid Documents*
- ☒ Attachment 1 – Bid Proposal
- ☒ Copy of License (Florida Certified General Contractor, Sunbiz, etc.)
- ☒ Bid Bond
- ☐ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY: SGS Contracting Services, Inc.
Name of Business

Authorized Signature
12-05-2019
Date

This document must be completed and returned with your Submittal

FORM 7.2 – VENDOR’S ACKNOWLEDGEMENT FORM

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

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

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

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

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

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

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

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

SGS Contracting Services, Inc.

NAME OF BUSINESS



AUTHORIZED SIGNATURE

Seth Simmons, President

NAME, TITLE, TYPED

46-1147891

FEDERAL IDENTIFICATION #

PO Box 908

MAILING ADDRESS

High Springs, FL 32655

CITY, STATE & ZIP CODE

352-745-6950 / No Fax

TELEPHONE NUMBER / FAX NUMBER

seth@sgscsi.com

E-MAIL ADDRESS

STATE OF FL COUNTY OF Alachua

The foregoing instrument was acknowledged before me this day of December 5, 2019 by Seth Simmons, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires: 6/26/2022


Notary Public

This document must be completed and returned with your Submittal



FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

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

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

Addendum # 1 Date: 11/20/19 Addendum # _____ Date: _____

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

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

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

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

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

SGS Contracting Services, Inc.

Name of Business

By: [Signature]

Printed Name: Seth Simmons

Title: President

STATE OF FL

COUNTY OF Alachua

Sworn to (or affirmed) and subscribed before me this 5th day of December, 2019, by Seth Simmons, as President of _____

(NAME) (TITLE)
SGS Contracting Services, Inc. and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

☒ is personally known to me; or

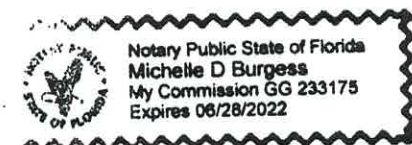
☐ has produced _____ as identification.

[Signature]

Notary Public, State of FL

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal



FORM 7.4 – DRUG-FREE PREFERENCE STATEMENT

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

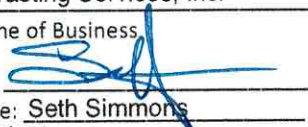
In order to have a drug-free workplace program, a business shall:

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

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

SGS Contracting Services, Inc.

Name of Business

By: 

Printed Name: Seth Simmons

Title: President

STATE OF FL

COUNTY OF Alachua

Sworn to (or affirmed) and subscribed before me this 5th day of December, 2019, by Seth Simmons, as President of _____

(NAME)

(TITLE)

SGS Contracting Services, Inc.

(NAME OF ORGANIZATION)

and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.



Notary Public, State of FL

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal



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

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

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

1. The business address of SGS Contracting Services, Inc. (name of Offeror or business) is PO Box 908, High Springs, FL 32655.
2. My relationship to SGS Contracting Services, Inc. (name of Offeror or business) is President (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
- ~~7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____ . A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)~~

SGS Contracting Services, Inc.

Name of Business

By: [Signature]

Printed Name: Seth Simmons

Title: President

STATE OF FL
COUNTY OF Alachua

Sworn to (or affirmed) and subscribed before me this 5th day of December, 2019, by Seth Simmons, as President of SGS Contracting Services, Inc. and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

[Signature]
Notary Public, State of FL

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal



ANTI-COLLUSION STATEMENT BID FORM:

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

NO BID (REASON): _____

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FORM 7.7 – AUTHORIZED SIGNATURES/NEGOTIATORS

The Vendor represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Vendor will be duly bound:

<u>Name</u>	<u>Title</u>	<u>Phone #</u>
<u>Seth Simmons</u>	<u>President</u>	<u>352-745-6950</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>



(Authorized Signature)

Seth Simmons

(Print Name of Authorized Signature)

This document must be completed and returned with your Submittal

FORM 7.8 – STATEMENT OF VENDOR'S QUALIFICATIONS

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

- A. Name of Vendor. SGS Contracting Services, Inc.
- B. Permanent main office address. 18420 High Springs Main Street, High Springs, FL 32643
- C. Date organized. July 25, 2007
- D. If a corporation, where incorporated. Florida
- E. How many years have you been engaged in the contracting business under your present firm or trade name? 12 plus
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) See attached
- G. General character of work performed by your company. General Contractor
- H. Have you ever failed to complete any work awarded to you? If so, where and why? No
- I. Have you ever defaulted on a contract? If so, where and why? No
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed. See attached
- K. List your major equipment currently owned or leased. CAT Backhoes, CAT Excavators, All tools common to trade
- L. Experience in work similar to this type of project. See attached
- M. Background and experience of the principal members of your organization, including the officers.
- N. Credit currently available: \$ 500,000
- O. Give bank reference: Vystar; Chessie Flanders (352-538-0911)
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Yes, upon request
- Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Vendor's Qualifications.

Seth Simmons; Certified G/C, Certified U/G Utility Contractor, worked exclusively in water/wastewater treatment facility industry since 2002

SGS Contracting Services, Inc.

Name of Business

By:

Printed Name: Seth Simmons

Title: President

STATE OF FL

COUNTY OF Alachua

Sworn to (or affirmed) and subscribed before me this 5th day of December, 2019 by
Seth Simmons, as President
of SGS Contracting Services, Inc. and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.



Notary Public, State of FL

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.9 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

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

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

(Do not include the City of Port Orange)

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

This document must be completed and returned with your Submittal.

LISTING OF PREVIOUS EXPERIENCE

Commercial Client List

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

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

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

This document must be completed and returned with your Submittal.

PROJECT HISTORY – SGS Contracting Services, Inc.

CURRENT PROJECTS

GRU GENERAL SERVICE AGREEMENT FOR WATER & WASTEWATER OPERATIONS

Value: Indefinite Value
Engineer: N/A
General Contr: SGS Contracting Services, Inc.
Owner: Gainesville Regional Utilities (GRU) (Rachel Haeseler; Gainesville, FL; 352-393-1618)
Service: Water & Wastewater
Completion: March 1, 2014 through 2021 (currently in contract renewal)

Term contract service agreement for repair, rehab, and new construction of water and wastewater treatment facilities and systems throughout the Utility. Scope of allowable work is unlimited within the facilities. Includes new process piping, installation of process mechanical equipment, sitework, etc. *(Process equipment typically provided by the Owner for installation by SGS)*

FGUA GENERAL SERVICE CONTRACT FOR UTILITY CONTRACTORS

Value: Indefinite Value
Engineer: N/A
General Contr: SGS Contracting Services, Inc.
Owner: FGUA
Service: Water & Wastewater
Completion: TBD

Term contract service agreement for repair, rehab, and new construction of water and wastewater treatment facilities and utility systems throughout the Utility

CITY OF WILDWOOD WWTF PLC UPGRADES & ATS ADDITION

Value: \$938,700 (original & current)
Engineer: Kimley-Horn (Trey Clayton; 352-438-3000)
General Contr: SGS Contracting Services, Inc.
Owner: City of Wildwood
Service: Wastewater
Completion: October 2019 (expected)
Installation of new plant controls, electrical building and generator ATS.

ZELLWOOD RD WATER SYSTEM IMPROVEMENTS PART A WTP NO. 1 & NO. 2

Value: \$2,740,000 (original & current)
Engineer: Mittauer & Associates (Kellen Lindsey; 904-278-0030)
General Contr: SGS Contracting Services, Inc.
Owner: Zellwood Water Users, Inc.
Service: Water
Completion: January 2020 (expected)

Upgrades and expansion to existing water treatment plants for the Zellwood Water Users, including construction of new administration building, storage tanks, generators, wells, electrical, controls.

CITY OF DAYTONA BEACH BRENNAN WTP LIME SOLIDS CONTACT CLARIFIERS 1-3 REHAB

Value: \$788,000 (original & current)

Engineer: N/A

General Contr: SGS Contracting Services, Inc. (working under a direct PO from Ovivo Water LLC)

Owner: City of Daytona Beach

Service: Water

Completion: November 2019 (expected)

Rehabilitation of three (3) lime solids contact clarifiers, consisting of full sandblasting and high performance coatings and as-needed structural repairs.

ST. JOHNS COUNTY SR16 WWTF FILTER IMPROVEMENTS

Value: \$776,500 (original & current)

Engineer: Constantine Engineering

General Contr: SGS Contracting Services, Inc.

Owner: St. Johns County Utilities (Teri Pinson; 904-209-2604)

Service: Wastewater

Completion: November 2019 (expected)

Construction of new cloth media filter system, including underground piping, electrical, and controls.

NASSAU-AMELIA WWTF CLARIFIER REHAB PROJECT

Value: \$797,700 (original & current)

Engineer: GAI Consultants

General Contr: SGS Contracting Services, Inc.

Owner: Nassau County (contact TBD)

Service: Wastewater

Completion: March 2020 (expected)

Complete rehabilitation of two (2) existing clarifiers, including new process equipment, coatings, and aluminum walkways.

MARION COUNTY OAK RUN WWTF ODOR CONTROL IMPROVEMENTS

Value: \$1,286,700 (original & current)

Engineer: Pigeon – Roberts & Associates

General Contr: SGS Contracting Services, Inc.

Owner: Marion County (Alejandro Rad; 352-307-6012)

Service: Wastewater

Completion: December 2019 (expected)

Installation of new odor control system including basin and headworks covers. Also includes major coating rehab, structural metals, piping, electrical and instrumentation.

MARION COUNTY ASHLEY FARMS WTP WELL

Value: \$449,700 (original & current)

Engineer: Kimley Horn

General Contr: SGS Contracting Services, Inc.

Owner: Marion County (Alejandro Rad; 352-307-6012)

Service: Water

Completion: December 2019 (expected)

Misc. modifications to existing WTP, including electrical, controls, new well and associated piping.

CITY OF ORMOND BEACH WWTP SLUDGE DEWATERING UPGRADES & RE-AERATION BASIN IMPROVEMENTS

Value: \$1,629,700 (original & current)
Engineer: Mead & Hunt (Brad Blais; 386-761-6810)
General Contr: SGS Contracting Services, Inc.
Owner: City of Ormond Beach
Service: Wastewater
Completion: March 2020 (expected)

Replacement of 2 existing centrifuges, sludge grinders, polymer feed equipment and related systems. Includes modifications to existing re-aeration basins, including major bypass and diffuser installation. Demolition of existing concrete walkways over the sludge holding basins and installation of new aluminum walkways.

MSWRF SODIUM BISULFITE EXPANSION & MISC. DRAINAGE IMPROVEMENTS

Value: \$370,097 (original & current)
Engineer: Kimley-Horn
General Contr: Wharton-Smith (Carlin Dunlap; 321-318-7976)
Owner: Gainesville Regional Utilities (GRU)
Service: Wastewater
Completion: December 2019 (expected)

Expansion of existing sodium bisulfite system, including new pumps, tank, pipe systems and misc. drainage improvements around the site. Also includes chlorine contact chamber expansion and new handrail on entire perimeter of structure.

BIOSOLIDS CONVEYOR SYSTEM FOR OAK RUN WWTF, SILVER SPRINGS SHORES & STONECREST WWTF'S

Value: \$419,700 (original & current)
Engineer: Pigeon-Roberts & Associates
General Contr: SGS Contracting Services, Inc.
Owner: Marion County (Alejandro Rad; 352-307-6012)
Service: Wastewater
Completion: December 2019 (expected)

Installation of biosolids conveyors at 3 facilities for use with mobile centrifuge unit.

CITY OF ORMOND BEACH WTP LIME SLUDGE DEWATERING IMPROVEMENTS

Value: \$1,048,700 (original & current)
Engineer: McKim & Creed (contact TBD)
General Contr: SGS Contracting Services, Inc.
Owner: City of Ormond Beach
Service: Water
Completion: TBD, recent Contract

Replacement of existing lime sludge dewatering centrifuge, including misc. modifications to existing piping systems and structural building components. Includes extensive electrical and integration work.

FALKENBURG AWTP BAR SCREEN REPLACEMENT

Value: \$2,588,700 (original & current)
Engineer: Brown & Caldwell
General Contr: SGS Contracting Services, Inc.
Owner: Hillsborough County
Service: Wastewater
Completion: TBD, recent Contract

Replacement of bar screens and related equipment. Includes significant electrical and I & C upgrades.

COMPLETED PROJECTS

(October 2012 through CURRENT, excluding minor projects listed separately)

NEWBERRY WRF EXPANSION*

Value: \$2,427,000

Engineer: Jones, Edmunds, & Associates

General Contr: Brandes Design-Build, Inc.

Owner: City of Newberry (Blaine Suggs; Newberry, FL; 352-213-0070)

Service: Wastewater

Completion: November 2013

Expansion of existing plant by adding new packaged WWTP, sprayfield, sitework, electrical, I & C

*Primary Subcontractor; contracted to provide/responsible for all contract management, supervision, labor, and other project elements.

POLK COUNTY NWRWRF EXPANSION PROJECT*

Value: \$2,945,000

Engineer: Reiss Engineering (Kathleen Gierok; Winter Haven, FL; 407-679-5358)

General Contr: Brandes Design-Build, Inc.

Owner: Polk County Utilities

Service: Wastewater

Completion: August 2014

Misc. structural, mechanical, SCADA and electrical improvements throughout plant for expansion purposes.

*Primary Subcontractor; contracted to provide/responsible for all contract management, supervision, labor, and other project elements.

KANAPAHA WRF SEQUENTIAL CHLORINATION PROJECT*

Value: \$1,153,100

Engineer: Jones Edmunds & Associates

General Contr: Brandes Design-Build, Inc.

Owner: GRU (Rachel Haeseler; Gainesville, FL; 352-393-1618)

Service: Wastewater

Completion: May 2014

Installation of ammonium sulfate feed system, electrical, metal building, I & C, process piping

*Primary Subcontractor; contracted to provide/responsible for all contract management, supervision, labor, and other project elements.

TOWN OF BRANFORD WWTP IMPROVEMENTS (2014-2015)*

Value: \$880,113

Engineer: Mittauer & Associates (Tim Norman; 904-278-0030)

General Contr: Brandes Design Build, Inc.

Owner: Town of Branford

Service: Wastewater

Completion: May 2015

Construct new clarifier and equipment, new chlorine contact basin, pump stations, & electrical. Rehab of existing package wastewater treatment plant.

*Primary Subcontractor; contracted to provide/responsible for all contract management, supervision, labor, and other project elements.

THE VILLAGES – VCSA & LSSA WWTP'S RAS PUMP REPLACEMENTS

Value: \$191,748
Engineer: Arnett Environmental
General Contr: SGS Contracting Services, Inc.
Owner: The Villages CDD (Amy Strickland; 352-751-6700)
Service: Wastewater
Completion: July 2015
Removal of and replacement of 10 each RAS Pumps, associated piping, and electrical.

OCALA WRF #2 PROCESS & FILTER IMPROVEMENTS*

Value: \$10,599,900
Engineer: City of Ocala
General Contr: Brandes Design Build, Inc.
Owner: City of Ocala (Ed Earnest; 352-351-6688)
Service: Wastewater
Completion: November 2015
Construct new oxidation ditch (carousel) basin, reconstruct existing oxidation ditch basins, large process piping (underground & above-ground), new tertiary filter, aeration and filter equipment, aluminum walkways and handrail, electrical & I & C. Included extensive structural demolition of existing ditch walls, decks, etc.
*Primary Subcontractor; contracted to provide/responsible for all contract management, supervision, labor, subcontractor management, scheduling and other project elements.

DAYSRING HEALTH WTP

Value: \$344,000 (plus additional contract modifications)
Engineer: Mittauer & Associates
General Contr: SGS Contracting Services, Inc.
Owner: Dayspring Health LLC (Doug Adkins; 904-583-0134)
Service: Water
Completion: January 2016
Construction of new water plant for the Dayspring Health Village facility. Includes installation of Owner-furnished equipment, steel GST's, hydro tank, pumps, process piping, electrical, instrumentation, and other misc. components.

GRU LS 6 ODOR CONTROL PROJECT

Value: \$179,559 (original & final)
Engineer: Webster Environmental
General Contr: SGS Contracting Services, Inc.
Owner: Gainesville Regional Utilities (Rachel Haeseler; Gainesville, FL; 352-393-1618)
Service: Wastewater
Completion: January 2016
Install new Odor Control system, ductwork, process piping, and electrical for GRU Lift Station #6.

RIVERSIDE LIFT STATION REHAB & ODOR CONTROL PROJECT

Value: \$444,054 (original) / \$540,083 (final)
Engineer: Constantine Engineering
General Contr: SGS Contracting Services, Inc.
Owner: St. Johns County (James Overton; 904-209-2614)
Service: Wastewater
Completion: July 2016

Install new odor control system, ductwork, generator rehab, lift station rehab, site concrete and misc. electrical and I & C improvements.

WINTER GARDEN WOODLARK WTP 1.0MG TANK PROJECT

Value: \$543,546 (original & final)
Engineer: CDM-Smith
General Contr: Crom Corp (James Wornick, 352-372-3436)
Owner: City of Winter Garden
Service: Water
Completion: July 2016

Provide all sitework and pipe installations for the new 1.0MG tank being constructed by the Crom Corp. Includes installation of new chemical feed systems along with misc. improvements to the electrical and I & C systems at the facility. Also includes new asphalt and stormwater structure modifications.

CITY OF BARTOW CENTRIFUGE INSTALLATION PROJECT

Value: \$802,411 (original & final)
Engineer: Chastain-Skillman
General Contr: SGS Contracting Services, Inc.
Owner: City of Bartow (Connie Adcock, 863-534-0147)
Service: Wastewater
Completion: August 2016

Install new centrifuge, polymer feed pumps, sludge grinder, sludge pumps, lift station pumps, structural improvements and misc. plant piping. Includes upgrades to the existing electrical and SCADA systems.

ST. PETE NEWRF CLARIFIER #4 REHAB

Value: \$432,231 (original & final)
Engineer: N/A
General Contr: SGS Contracting Services, Inc.
Owner: City of St. Pete (Craig Osmanski, 727-892-5641)
Service: Wastewater
Completion: January 2017

Complete rehab of existing clarifier, including all new equipment and misc. piping and electrical improvements.

AUBURNDALE/POLYTECHNIC RW GST & PUMP STATION

Value: \$535,000 (original & final)
Engineer: Chastain-Skillman
General Contr: Crom Corp (James Wornick, 352-372-3436)
Owner: City of Auburndale
Service: Reclaimed Water
Completion: July 2017

Provide all sitework and pipe installations for the new 2.0MG tank being constructed by the Crom Corp. Includes installation of new high service pump station along with misc. improvements to the electrical and I & C systems. (Project dates extended due to specialty coating requirements)

DADE CITY ORANGE VALLEY WATER FACILITY IMPROVEMENTS

Value: \$559,000 (original) / \$574,236 (final)
Engineer: Stephen Burwinkel, Infrastructure Solutions (321-622-4646)
General Contr: SGS Contracting Services, Inc.
Owner: City of Dade City (contract issued)
Service: Water
Completion: November 2017

Misc. modifications and improvements to existing water supply facility, including new pumps, tank modifications, chemical feed system, structural concrete, electrical and I & C modifications.

NASSAU-AMELIA WWTF HEADWORKS & AERATION PIPING REHABILITATION

Value: \$616,212 (original) / \$891,049 (final)
Engineer: Scott Richards, GAI Consultants (904-363-1110)
General Contr: SGS Contracting Services, Inc.
Owner: Nassau County (FL) (Becky Hiers-Bray; 904-530-6225)
Service: Wastewater
Completion: November 2017

Replace existing rotary drum screen, associated support structure, and complete replacement of above-grade aeration piping and valves.

ORANGE COUNTY NWWRF ODOR CONTROL REPLACEMENT

Value: \$606,500 (original & final)
Engineer: Black & Veatch
General Contr: SGS Contracting Services, Inc.
Owner: Orange County (Terra Reffit; 407-947-9802)
Service: Wastewater
Completion: December 2017

Demolition of existing odor control facilities and installation of new bio-trickling odor control system, including piping, pipe supports, ductwork, structural concrete, electrical and instrumentation improvements.

FLAGLER BEACH WWTP PHASE II IMPROVEMENTS

Value: \$794,347 (original) / \$808,635 (final)
Engineer: Quentin L Hampton & Associates (Kevin Lee; 386-761-6810)
General Contr: SGS Contracting Services, Inc.
Owner: City of Flagler Beach
Service: Wastewater
Completion: May 2018

Misc. improvements throughout WWTP facility, including chlorine contact chamber expansion, partial clarifier rehab, installation of pumps and piping, misc. metals and electrical. Included structural modifications to existing oxidation ditches.

IRISH ACRES WTP (MARION COUNTY)

Value: \$1,874,970 (original) / \$1,861,567.02 (final)
Engineer: Tillman & Associates
General Contr: SGS Contracting Services, Inc.
Owner: Marion County Utilities (Alejandro Rad; 352-307-6012)
Service: Water
Completion: January 2019

Expansion of existing WTP, including prestressed storage tank, high services pumps, electrical and pump buildings, generator, yard piping, instrumentation and electrical

ST. JOHNS COUNTY A1A BOOSTER PUMP STATION & GST

Value: \$1,613,500 (original) /
Engineer: Mott-McDonald
General Contr: SGS Contracting Services, Inc.
Owner: St. Johns County Utilities (Teri Pinson; 904-209-2604)
Service: Water
Completion: January 2019

Construction of new booster pump station, including clearing/grubbing, cast-in-place GST, pump station building, high service pumps, piping, electrical and I & C.

LEESBURG TURNPIKE WWTF DEWATERING IMPROVEMENTS

Value: \$1,487,000 (original & final)
Engineer: Jones Edmunds & Associates
General Contr: SGS Contracting Services, Inc.
Owner: City of Leesburg (contact TBD)
Service: Wastewater
Completion: January 2019

Installation of new belt press dewatering facility, including new process equipment, piping, aluminum structures, metal building, structural concrete and electrical.

WILDWOOD CR-501 WTP IMPROVEMENTS

Value: \$382,000 (original & final)
Engineer: Kimley-Horn (Trey Clayton; 352-438-3000)
General Contr: SGS Contracting Services, Inc.
Owner: City of Wildwood
Service: Water
Completion: February 2019

Misc. improvements, including installation of new well pumps/motors, underground piping, concrete structures, electrical and controls improvements.

TOWN OF BRANFORD WWTP EFFLUENT STORAGE TANK

Value: \$667,000 (original) / \$688,676 (final)
Engineer: Florida Rural Water Association
General Contr: SGS Contracting Services, Inc.
Owner: Town of Branford (Robbie Lee; 386-854-5133)
Service: Wastewater
Completion: April 2019

Installation of new glass-fused-to-steel ground storage tank, effluent pump station, misc. pumps and piping, and electrical. Includes structural grouting beneath tank foundation. Rehab of existing sprayfield.

UNIVERSITY OF FLORIDA WWTP BIOSOLIDS IMPROVEMENTS

Value: \$1,006,585 (original) / \$1,025,526 (final)
Engineer: Hazen & Sawyer
General Contr: The Brentwood Company
Owner: University of Florida
Service: Wastewater
Completion: May 2019

Demolition and removal of existing belt press sludge dewatering equipment and replacement with one (1) new centrifuge for biosolids thickening. Includes structural concrete, aluminum structures and heavy process mechanical piping.

LAKE BUTLER WWTP & RECREATION IMPROVEMENTS

Value: \$325,350 (original & final)
Engineer: ATM (contact TBD)
General Contr: SGS Contracting Services, Inc.
Owner: Town of Lake Butler
Service: Wastewater
Completion: April 2019

Replacement of misc. equipment and the wastewater plant, including pumps, blowers and aeration piping systems. Also includes installation of public recreation equipment.

CHIEFLAND WWTP BIOSOLIDS DIGESTER

Value: \$735,000 (original & final)
Engineer: Mills Engineering (Andrew Carswell; 352-486-2872)
General Contr: SGS Contracting Services, Inc.
Owner: City of Chiefland
Service: Wastewater
Completion: April 2019
Construction of new CIP digester, plus accessory pumps and jet aeration system.

HALIFAX PLANTATION WWTP REHAB

Value: \$906,000 (original & final)
Engineer: Mead-Hunt (Quentin L. Hampton & Assoc.)
General Contr: SGS Contracting Services, Inc.
Owner: Volusia County
Service: Wastewater
Completion: May 2019

Rehabilitation of two (2) existing package wastewater treatment plants to include significant structural repairs, piping replacements, handrail and grating replacement, gear drive replacement, new RAS pump station, electrical and controls.

CITY OF DUNEDIN AWTP DENITRIFICATION FILTER REHAB

Value: \$697,400 (original & final)
Engineer: King Engineering (Loc Truong; 813-880-8881)
General Contr: SGS Contracting Services, Inc.
Owner: City of Dunedin (FL)
Service: Wastewater
Completion: May 2019

Replacement of all pneumatically and electrically operated filter control valves (20 total), including the installation of eight (8) linestops in lower-building level upper piping. Valves range from 20" to 10"

CITY OF CASSELBERRY NORTH WTP HIGH SERVICE PUMP REPLACEMENT

Value: \$482,000 (original & current)
Engineer: Kimley-Horn (Tara Lamoureux; 407-262-7725)
General Contr: SGS Contracting Services, Inc.
Owner: City of Casselberry
Service: Water
Completion: June 2019 (expected)

Replacement of existing high-service pumps, electrical, and controls.

ST. JOHNS RIVER INTAKE & FILTRATION

Value: \$1,748,000 (original) / \$857,130 (current) / Reduction due to ODP of major equipment
Engineer: Mead & Hunt (Brad Blais; 386-761-6810)
General Contr: SGS Contracting Services, Inc.
Owner: City of DeLand
Service: Wastewater
Completion: July 2019

Demolition of existing sand filter and installation of new AquaDiamond filter system. Also includes installation of new bar screen, misc. pumps and other improvements at the facility.

MINOR PROJECTS & SERVICE PROJECTS**HIGH SPRINGS WWTP – SLUDGE BOX**

Value: \$39,496
Engineer: Mittauer & Associates (Tim Norman; 904-278-0030)
General Contr: SGS Contracting Services, Inc.
Owner: City of High Springs
Service: Wastewater
Completion: June 2015

Installation of Owner-furnished Sludgemate Sludge Box unit and chemical feed equipment. Includes furnishing and installing process piping, electrical, pumps and instrumentation.

FORM 7.10 – LISTING OF SUBCONTRACTORS

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

Subcontractor No. 1

N/A

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 2

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: _____

Description of Work: _____

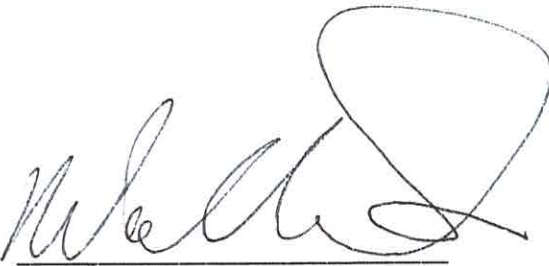
Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal

FORM 7.11 – CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Wallis Simmons, certify that I am the Secretary secretary of the corporation named as Principal in the within Bid Bond; that Seth Simmons _____, who signed the said Bid Bond on behalf of the Principal, was then of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.



Signature

AFFIX CORPORATE SEAL

This document must be completed and returned with your Submittal

"ATTACHMENT 1" SCHEDULE OF UNIT PRICING

**BID FORM
CITY OF PORT ORANGE
ITB # 19-26**

WRF SLUDGE TRAILER STORAGE LOT

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

Instruction to save Attachment from DemandStar website:

Perform "File Save As" and save spreadsheet to your computer. Fill in pricing in highlighted cells, preferably electronically.

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

NAME OF BUSINESS:	SGS Contracting Services, Inc.
CONTACT PERSON:	Seth Simmons
EMAIL ADDRESS:	seth@sgscsi.com
AUTHORIZED NAME:	Seth Simmons
AUTHORIZED SIGNATURE:	

State of Florida Certified Contractor (Required Information)

Licensee:	Seth Simmons
License No:	CGC 1514772

PROPOSAL PRICING

Item No	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
A	Preliminary Items				
1	MOBILIZATION	1	LS	10,000.00 \$0.00	10,000.00 \$0.00
2	SITE WORK AND PREPARATION	1	LS	30,000.00 \$0.00	30,000.00 \$0.00
3	SURVEY AND RECORD DRAWINGS	1	LS	3,000.00 \$0.00	3,000.00 \$0.00
4	RESTORATION	1	LS	5,000.00 \$0.00	5,000.00 \$0.00
5	SLUDGE DRYING BED MODIFICATIONS (CONCRETE WALLS, ALUMINUM HANDRAIL, VERTICAL SCREEN, TRENCH DRAIN)	1	LS	161,200.00 \$0.00	161,200.00 \$0.00
6	GRAVITY SEWER (PIPE, INLET, MANHOLE CORING, AND ABANDON EXISTING 8" PVC)	1	LS	10,000.00 \$0.00	10,000.00 \$0.00
7	ASPHALT PAVEMENT	80	SY	125.00 \$0.00	10,000.00 \$0.00
8	CONCRETE PAVEMENT (EXCLUDING SLUDGE DRYING BED - INCLUDES CONCRETE SLAB, 6" CURB. ETC.)	135	CY	300.00 \$0.00	40,500.00 \$0.00
				TOTAL CONSTRUCTION	269,700.00 \$0.00
				CONTINGENCY (10%)	26,970.00 \$0.00
				PROJECT TOTAL	296,670.00 \$0.00

Confirm the number of calendar days to complete upon receipt of PO:	Days	as specified (180/270)
Shall warrant all materials, labor and workmanship for the minimum period of	Years	as specified (1 year)

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



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SIMMONS, SETH GARRETT

SGS CONTRACTING SERVICES INC
14207 NW STATE ROAD 45
HIGH SPRINGS FL 32643

LICENSE NUMBER: CGC1514772

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

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

SIMMONS, SETH GARRETT

SGS CONTRACTING SERVICES, INC.
14207 NW STATE ROAD 45
HIGH SPRINGS FL 32643

LICENSE NUMBER: CUC1225090

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

BID BOND

BID BOND

Bond No.: 120519PortOrange

KNOW ALL MEN BY THESE PRESENTS that SGS Contracting Services, Inc. as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 18420 High Springs Main Street, High Springs, FL 32643, Tel.: (352) 745-6950, (hereinafter called "PRINCIPAL"), and Western Surety Company as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 101 South Reid Street, Sioux Falls, SD 57103, Tel.: (800) 331-6053 (hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel.: (386) 506-5501, (hereinafter called "OBLIGEE" or "CITY"), in the penal sum of Five Percent of Amount Bid dollars and (0)/100 (\$ ---5%---), lawful money of the United States, for the payment of which sum shall and truly be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated December 5th, 2019, for:

Project Name / Bid No.: WRF SLUDGE TRAILER STORAGE LOT
ITB #19-26

Project Address: 817 Oak Street
Port Orange, FL 32127

Legal Description: N/A

Description of Work: Demolition of existing sludge drying bed and concrete paving.
Construction of new sludge drying bed, Concrete Paving and asphalt paving.
Installation of new 8" diameter sewer pipe, drain inlet, and connection to existing sanitary sewer manhole.

NOW, THEREFORE,

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

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

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals, this 5th day of December, A.D. 2019, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

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

PRINCIPAL: SGS Contracting Services, Inc.

Signature
Seth G. Simmons, President
Corporate Officer & Title

ATTEST:

Signature
Wallis Simmons
Corporate Secretary (Affix Corporate Seal)

WITNESSES:

Signature
Jackie Mainous
Signature
Courtney R. Anderson

SURETY: Western Surety Company

Attorney-in-Fact (signature)
Jorge L. Bracamonte, Attorney-In-Fact &
Name & Title Florida Licensed Resident Agent
Jorge L. Bracamonte, JCA Surety Group, LLC
Name of Local Resident Agent
123 Zelma Street, Suite A, Orlando, FL 32803
City, State, Zip
(321) 800-6594
Telephone:
A.M. Best No.: A++, XV NAIC No.: 18058

ATTEST:

Signature
Courtney R. Anderson
Corporate Secretary (Affix Corporate Seal)
Witness

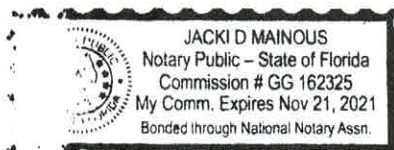
STATE OF FLORIDA

COUNTY OF ORANGE

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

Signature of Affiant

Sworn to / Affirmed and subscribed before me this 5th day of December, 2019, by Jorge L. Bracamonte who is personally known to me or who produced N/A as identification.



NOTARY PUBLIC - STATE OF FLORIDA

Type or print name: Jackie D. Mainous

Commission No.: GG162325

Commission Expires: 11/21/2021

(Seal)

END OF BID BOND

This document must be completed and returned with your Submittal

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Jorge Bracamonte, Individually

of Orlando, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature.

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 21st day of October, 2019.



WESTERN SURETY COMPANY

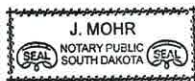
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 21st day of October, 2019, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 5th day of December, 2019.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary



OPENING DATE/TIME: 12/05/2019 @ 2:30PM

Bid Tabulation
ITB #19-26
WRF SLUDGE TRAILER STORAGE LOT

		SGS Contracting	Carr & Collier	
		High Springs, FL		
ITEM #	DESCRIPTION	Extended Price	Extended Price	Extended Price
1	MOBILIZATION	\$ 10,000.00	\$ 30,000.00	\$ -
2	SITE WORK AND PREPARATION	\$ 30,000.00	\$ 40,000.00	\$ -
3	SURVEY AND RECORD DRAWINGS	\$ 3,000.00	\$ 3,000.00	\$ -
4	RESTORATION	\$ 5,000.00	\$ 10,000.00	\$ -
5	SLUDGE DRYING BED MODIFICATIONS (CONCRETE WALLS, ALUMINUM HANDRAIL, VERTICAL SCREEN, TRENCH DRAIN)	\$ 161,200.00	\$ 100,000.00	\$ -
6	GRAVITY SEWER (PIPE, INLET, MANHOLE CORING, AND ABANDON EXISTING 8" PVC)	\$ 10,000.00	\$ 25,000.00	\$ -
7	ASPHALT PAVEMENT	\$ 10,000.00	\$ 7,200.00	\$ -
8	CONCRETE PAVEMENT (EXCLUDING SLUDGE DRYING BED - INCLUDES CONCRETE SLAB, 6" CURB. ETC.)	\$ 40,500.00	\$ 94,500.00	\$ -
	TOTAL CONSTRUCTION	\$ 269,700.00	\$ 309,700.00	\$ -
	CONTINGENCY (10%)	\$ 26,970.00	\$ 30,970.00	\$ -
	PROJECT TOTAL	\$ 296,670.00	\$ 340,670.00	\$ -
A	Number of calendar days to complete upon receipt of PO:	DAYS: 180/270	DAYS: 270	DAYS:
B	Shall warrant all materials, labor and workmanship for the minimum period of	YEARS: 1	YEARS: as noted per specs	YEARS:
	Required Forms Submitted:	YES	YES	YES
	Bid Bond Submitted:	YES	YES	YES
	Responsive & Responsible Bidder:	YES	YES	YES

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

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

WRF SLUDGE TRAILER STORAGE LOT



ITB #19-26

City of Port Orange Purchasing Division

Prepared by: David Van Valkenburgh, Purchasing Agent

Release Date: October 29, 2019

Bid Due Date and Time: December 5, 2019 at 2:30 P.M.

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

purchdiv@port-orange.org

www.port-orange.org



Legal Notice to Proposers
ITB #19-26
WRF SLUDGE TRAILER STORAGE LOT

Notice is hereby given that the City of Port Orange is soliciting bids for ITB #19-26 WRF SLUDGE TRAILER STORAGE LOT Bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **2:30 P.M. on December 5, 2019** which may be amended by addendum issued by the City. All untimely Bids will not be considered and will be returned to the Bidder unopened. All Bids will be evaluated to ensure they contain all required forms in order to deem the Bidder responsive or non-responsive. Bids will be opened and read aloud at 2:30 P.M. in Council Chambers.

There will be a Non-Mandatory Pre-Bid Conference for the project at **10:00 A.M. (local time) on November 12, 2019** at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Pre-Bid Conference must sign in. The representative of each Bidder shall be an authorized employee of the Bidder and shall sign in accordingly. **Bidders are encouraged to attend the Non-Mandatory Pre-bid Conference and are urged to obtain Bid documents and familiarize themselves with the documents prior to the Pre-Bid meeting.**

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

DESCRIPTION: *The City of Port Orange is soliciting sealed Bids to retrofit of existing decant bed to a storage lot bio-solids trailers with installation of a new decant containment area with screening.*

All Bidders shall be a Florida Certified Contractor properly registered and licensed to do business in the State of Florida and perform the services identified herein and properly registered and licensed to provide the goods or services identified in the scope of work, by all applicable state and local agencies.

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

Copies of the Bid documents, requirements, the scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from the City of Port Orange website at www.port-orange.org/bids.aspx and (DemandStar) via their website at www.demandstar.com. All questions shall be directed in **writing** to the Agent, David Van Valkenburgh, dvanvalkenburgh@port-orange.org or purchdiv@port-orange.org and reference **"Questions on ITB# 19-26 WRF SLUDGE TRAILER STORAGE LOT"** in the subject line. Last day for questions will be **November 19, 2019 at 5:00 P.M.**

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

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

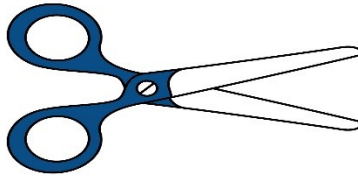
No Bids received after the time and date specified for the opening will be considered. The City of Port Orange, Florida reserves the right to reject any and all Bids, to waive any and all non-substantial irregularity in Bids received, whenever such waiver or rejection is in the best interest of the City.

Bids shall be **submitted to the City Clerk's office** with one (1) original and one (1) identical digital (CD or flash drive) version in pdf format, addressed to David Van Valkenburgh, Purchasing Agent, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in a **SEALED ENVELOPE/PACKAGE** plainly marked on the outside: **"ITB #19-26 WRF SLUDGE TRAILER STORAGE LOT"**

David Van Valkenburgh – Purchasing Agent
Legal Ad - One Time – **October 29, 2019**

[Remainder of this page left intentionally blank]

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



SEALED BID • DO NOT OPEN

SEALED BID NO.

ITB #19-26

BID TITLE:

WRF SLUDGE TRAILER STORAGE LOT

DUE DATE/TIME:

December 5, 2019 at 2:30 P.M.

SUBMITTED BY:

(Name of Company)

DELIVER TO:

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

DATE/TIME RECEIVED:

(To be stamped by Clerk's Office)

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SECTION 1 – PURPOSE AND OVERVIEW

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed bids from Firms or Companies (contractor/vendors) for the provision ***acquiring the services for the City of Port Orange to obtain soliciting sealed Bids for retrofit of exciting decant bed to a storage lot bio-solids trailers with installation of a new decant containment area with screening.***

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

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

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO BIDDERS

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

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.

Date of Distribution: October 29, 2019
Non-Mandatory Pre-Bid Conference November 12, 2019 at 10:00 A.M.
Deadline for Questions: November 19, 2019 by 5:00 P.M.
Final Addendum Posting: November 26, 2019 by 5:00 P.M.
Bids Due: December 5, 2019 by 2:30 P.M.
City Council Meeting for Approval of Recommendation of Award To Be Determined

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

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

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

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

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

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

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

SECTION 2 – INSTRUCTIONS TO BIDDERS

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

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

PRE-BID CONFERENCE/SITE VISIT:

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

QUESTIONS REGARDING THIS ITB:

All questions shall reference “**ITB 19-26 WRF SLUDGE TRAILER STORAGE LOT**” in the subject line. All questions concerning this ITB shall be submitted in writing no later than the date and time referenced in the Timeline above to:

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

ADDENDA REGARDING THE INVITATION TO BID:

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

It is the Contractor/Vendor’s responsibility to be sure all correct number of addenda was received. The Contractor/Vendors should verify with the designated contact persons prior to submitting a Bid that all addenda have been received. Contractor/Vendors should acknowledge the correct number of addenda received as part of their Bids. It is the responsibility of the Contractor/Vendors to ensure all addenda have been received prior to submitting a bid.

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

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

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

CLARIFICATIONS:

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

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

MINIMUM QUALIFICATIONS:

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

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

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

NO LOBBYING:

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

PRICING SHEETS:

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

EXCEPTIONS TO SPECIFICATIONS:

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

BID SUBMISSION AND WITHDRAWAL:

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

CORRECTION OF BIDS:

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

WITHDRAWAL OF BIDS:

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

OPENING OF BIDS:

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

LITIGATION HISTORY:

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

DEBARMENT HISTORY:

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

REJECTION OF BIDS:

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

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

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

OWNERSHIP OF DOCUMENTS:

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

AMERICANS WITH DISABILITIES ACT (ADA):

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

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SECTION 3 – SCOPE OF WORK, DRAWINGS, SPECIFICATIONS AND REQUIREMENTS

1) SCOPE OF WORK

- **SEE SUMMARY of SCOPE OF WORK on FOLLOWING Pages 13-15**
 - The Contractor shall include the cost(s) for all permits and fees in his proposal.
 - The Contractor shall include the cost(s) for a 100% performance and payment bond.
 - All technical specifications and drawings are attached as separate documents. See link for documents:

Drawings, Specifications, Requirements

<https://portorange.sharepoint.com/:f:/g/pch/EpAUwesivQNMrxevERvosAABULrZga4Hzs07uh74Oal4mA?e=ok3dZg>

See document:

- **“Attachment A - ITB 19-26 Bid Set - Drawings and Specifications for ITB 19-26 WRF SLUDGE TRAILER STORAGE LOT ”**

See also find link for documents:

You can find in City of Port Orange website

<https://www.port-orange.org/bids.aspx>

2) PROJECT TIME LINE

- A. Notice of Award: after bid opening and compete review of submitted bid information
- B. Notice to Proceed: after Pre-Construction Meeting
- C. Substantial Completion Time: One Hundred & Eighty (180) days maximum from NTP
- D. Final Completion Time: Ninety (90) calendar days after final substantial completion time
- E. Total Completion Time: Not to exceed Two Hundred & Seventy (270) from the date of the Notice to Proceed.

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SUMMARY
SCOPE of WORK

PART 1 - GENERAL

1.1 SUMMARY

- A. The Work specified herein generally includes, but may not be limited to, the following:
 - 1. Demolition of existing sludge drying bed and concrete paving.
 - 2. Abandonment of existing 8" diameter sanitary sewer pipe.
 - 3. Construction of new sludge drying bed.
 - 4. Construction of new concrete paving.
 - 5. Construction of new asphalt paving.
 - 6. Installation of new 8" diameter sewer pipe, drain inlet, and connection to existing sanitary sewer manhole.
 - 7. Grouting of existing manhole invert.
- B. Section Includes:
 - 1. Contract description.
 - 2. Work by Owner or other Work at the Site.
 - 3. Owner-furnished products.
 - 4. Contractor's use of Site and premises.
 - 5. Future work.
 - 6. Work sequence.
 - 7. Owner occupancy.
 - 8. Permits.
 - 9. Specification conventions.

1.2 CONTRACT DESCRIPTION

- A. Contracting Method: The Work shall be constructed under a single prime contract.
- B. Perform Work of each Contract under provisions of the Contract with Owner according to Conditions of Contract.

1.3 WORK BY OWNER OR OTHERS

- A. If work performed by the Owner or under Owner-awarded contracts interfere with each other due to work being performed at the same time or at the same Site, Owner will determine the sequence of work under all contracts according to "Work Sequence" and "Contractor's Use of Site and Premises" Articles in this Section.
- B. Coordinate Work with utilities of Owner and public or private agencies.

1.4 OWNER-FURNISHED PRODUCTS (IF APPLICABLE)

- A. Owner's Responsibilities:
 - 1. Arrange for and deliver Owner-reviewed Shop Drawings, Product Data, and Samples to Contractor.
 - 2. Arrange and pay for delivery to Site.
 - 3. Upon delivery, inspect products jointly with Contractor.
 - 4. Submit claims for transportation damage and replace damaged, defective, or deficient items.
 - 5. Arrange for manufacturers' warranties, inspections, and service.
- B. Contractor's Responsibilities:
 - 1. Review Owner-reviewed Shop Drawings, Product Data, and Samples.
 - 2. Receive and unload products at Site; inspect for completeness or damage jointly with Owner.
 - 3. Handle, store, install, and finish products.
 - 4. Repair or replace items damaged after receipt.

1.5 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Limit use of Site and premises to allow:
 - 1. Owner occupancy.
 - 2. Work by Owner.
 - 3. Work by Others as directed by the Owner.
- B. Construction Operations: Limited to areas indicated on Drawings or as described herein.
 - 1. Noisy and Disruptive Operations (such as Use of Jack Hammers and Other Noisy Equipment): Not allowed in close proximity to existing buildings during regular hours of operation. Coordinate and schedule such operations with Owner to minimize disruptions.
- C. Time Restrictions for Performing Work:
 - 1. Working Hours shall be in accordance with the General Conditions.
 - 2. Some Work including, but not limited to, abandonments existing piping systems, as well as connections, replacements, extensions thereto and thereof may necessitate work being done after or before normal work hours, said decision resting solely with the Engineer.
 - a. Normally such extended hours will be required only to maintain service to existing customers or to minimize inconvenience to those customers or members of the public.
 - b. This shall be considered incidental to the construction and no additional compensation shall be allowed therefore.
- D. Utility Outages and Shutdown:
 - 1. Coordinate and schedule electrical and other utility outages with Owner.
 - 2. Outages: Allowed only at previously agreed upon times.

3. At least one week before scheduled outage, submit Outage Request Plan to Owner itemizing the dates, times, and duration of each requested outage.
- E. Sound Level Restrictions: Sound pressure level measured at boundary of Site shall not exceed 40 dBA.

1.6 WORK SEQUENCE

- A. Construct Work in order to accommodate Owner's occupancy requirements during construction period. Coordinate construction schedule and operations with Owner.
- B. Sequencing of Construction Plan: Before start of construction, if required by the Engineer, submit three (3) hard copies and one (1) electronic copy of construction plan regarding phasing of all Work for acceptance by Owner. After acceptance of plan, construction sequencing shall comply with accepted plan unless deviations are accepted by Owner in writing.

1.7 OWNER OCCUPANCY

- A. Owner will occupy Site for conduct of normal operations.
- B. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- C. Schedule the Work to accommodate Owner occupancy.

1.8 PERMITS

- A. Furnish necessary permits for construction of Work.

1.9 SPECIFICATION CONVENTIONS

- A. These Specifications are written in imperative mood and streamlined form. This imperative language is directed to Contractor unless specifically noted otherwise. The words "shall be" are included by inference where a colon (:) is used within sentences or phrases.

END OF SECTION

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SECTION 4 – STANDARD PURCHASE DEFINITIONS

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

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

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

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

[Remainder of this page left intentionally blank]

SECTION 5 – GENERAL TERMS AND CONDITIONS

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

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

1. ACCEPTANCE BY CITY

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

2. ADDENDUM

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

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

3. ADDITIONAL GOODS

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

4. **ANTI-COLLUSION STATEMENT**

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

5. **APPLICABLE LAWS**

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

6. **ASSIGNMENT**

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

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

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

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

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

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

8. **AWARDS**

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

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

The City does not award publicly funded contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the Immigration and Naturalization Act, 8 United States Code s1324a(e). Such employment deprives legal workers of job opportunities. Violation of section 274A(e) shall be grounds for unilateral cancellation of the contract, Contract, proposal or quote for purchase of services and goods by the City of Port Orange.

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

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

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

10. **BID RETURNS**

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

11. **BID PROTEST**

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

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

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

12. **BID/PROPOSAL TABULATION**

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

13. **BONDS**

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

14. **CERTIFICATE OF INSURANCE**

If required upon notice of intent to award contract resulting from this solicitation, the selected Vendor will be required to submit a Certificate of Insurance showing proof of adequate coverage for professional general liability, errors and omissions and workers' compensation as identified under the insurance requirements of this solicitation and listing the City of Port Orange as a Certificate Holder prior to execution of the contract.

15. **CHANGE ORDERS**

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

16. **CHANGE ORDER REQUEST NOTIFICATION**

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

17. **CLEAN UP**

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

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

18. **CONDUCT OF VENDORS**

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

19. **CONE OF SILENCE**

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

The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time vendors, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Agents, or elected officials. Any

vendor who initiates any discussions or attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence:

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

20. **CONFLICT OF INTEREST**

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

21. **CONFLICT OF INSTRUCTIONS**

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

22. **CONTRACT**

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

23. **CONTRACT OBLIGATION**

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

24. **CONTRACT RENEWALS**

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

25. **COOPERATIVE PURCHASING**

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

26. **COPYRIGHT AND PATENT RIGHTS**

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

27. **COST INCURRED BY VENDOR**

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

28. **DAMAGE**

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

29. **DEBARMENT HISTORY**

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

30. **DEFAULT PROVISIONS**

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

31. **DELIVERY OF GOODS/SERVICES**

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

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

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

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

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

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

- a. The ability, capacity and skill of the Bidder/Proposer to perform the contract.
- b. Whether the Bidder/Proposer can perform the contract within the time specified, without delay or interference.
- c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder/Proposer.
- d. The quality of performance of previous contracts.
- e. The previous and existing compliance by the Bidder/Proposer with laws and ordinances relating to the contract.
- f. The sufficiency of the financial resources and ability of the Bidder/Proposer to perform the contract or provide the service.
- g. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- h. The ability of the Bidder/Proposer to provide further maintenance and service for the use of the subject of the contract.
- i. The number and scope of conditions attached to the bid.
- j. Such other factors as appear to the city council to be pertinent to the bid or the contract under all of the circumstances involved.

33. **DISCLOSURE OF CONFLICTS**

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

34. **DISQUALIFICATION OF BIDDER/PROPOSER**

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

35. **EVALUATION**

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

36. **EXCEPTIONS TO SPECIFICATIONS**

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

37. **E-VERIFY**

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

38. **FACILITIES**

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

39. **FAILURE TO RESPOND**

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

40. **FINANCIAL STABILITY**

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

41. **FORCE MAJEURE**

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

42. **GOVERNING FORMS**

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

43. **GOVERNING LAW**

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

The City of Port Orange is also governed by the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as the method of selecting architects, engineers and land surveyors. The City has utilized the procedures in the Act for Professional counselors, environmentalists,

planners, general contractors, computer systems, designers, telecommunications consultants, maintenance technicians, financial services and other professional services.

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

44. **GRANT FUNDING**

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

45. **HIPAA COMPLIANCE**

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

46. **IDENTICAL TIE BIDS**

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

47. **INDEMNIFICATION/HOLD HARMLESS**

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

48. **INDEPENDENT CONTRACTOR**

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

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

49. **INSPECTIONS AND TESTING**

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

50. **INSURANCE**

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

51. **INSURANCE CANCELLATION**

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

52. **INSURANCE REQUIREMENTS**

If required, the Vendor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the Vendor's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

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

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

Insurance	Limits: Standards	Comments
Workers' Compensation <u>Additional Coverage:</u>	Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
Comprehensive General Liability (including Completed Operations and Contractual Liability)	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000. Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile Liability to include all automobiles. <u>Additional Coverage:</u>	Auto Liability Bodily Injury: \$100,000 each person, \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance Builders Risk. <u>Additional Coverage:</u>	Buildings - Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
Professional Liability (Errors & Omissions)	Coverage- \$1,000,000 minimum	

53. **INVOICES AND PAYMENTS**

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

54. **IRREVOCABILITY OF RESPONSES**

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

55. **LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS**

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

56. **LEGAL REQUIREMENTS**

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

Upon execution of a contract, the successful Vendor shall hold harmless, indemnify and defend the City of Port Orange, its members, officials, officers and employees against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorneys' fees and court costs) arising out of or incidental to the performance of the Contract, whether or not due to or caused by negligence of the City of Port Orange, its members, officials, officers or employees. This Contract requirement shall be reflected in the insurance coverage certificate.

57. **LICENSES, PERMITS AND TAXES**

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

58. **LITERATURE (if applicable):**

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

59. **LOCAL PREFERENCE**

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

(a) Competitive Bids

- (1) Port Orange Business: In any competitive bidding process where a bid submitted by a Port Orange business is within eight percent (8%) of the lowest and best responsible bid submitted by a non-Port-Orange business, then the Port Orange business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid

equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.

- (2) Volusia County business: In any competitive bidding process where a Volusia County business is within five percent (5%) of the lowest and best responsible bid submitted by a business other than a Port Orange business or Volusia County business, then the Volusia County business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
 - (3) Florida Business: In any competitive bidding process where a State of Florida business is within three percent (3%) of the lowest and best responsible bid submitted by a non-local business, then the Florida business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
 - (4) Tied Bid Preference: In case of a tie bid between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange business, second priority to Volusia County business, and third priority to Florida business.
- (b) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

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

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

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

60. **MAINTENANCE**

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

61. **NAME BRANDS**

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

62. **NON-DISCRIMINATION**

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

63. **NON-EXCLUSIVITY OF CONTRACT**

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

64. **NON-PERFORMANCE:**

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

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

65. **NOTICE TO CONTRACTOR**

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

66. **OPTIONAL CONTRACT USAGE**

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

67. **OTHER AGENCIES**

(a) All Vendors awarded contracts from this Bid may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

(b) It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Vendor(s).

68. **PATENTS/COPYRIGHTS**

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

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

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

70. **PREPARATION OF RESPONSES**

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

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

71. **POSTPONEMENT / CANCELLATION / WAIVER OF IRREGULARITIES**

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

72. **PRICING**

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

Prices shall be all inclusive: no price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing

on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, the Vendor shall indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid.

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

73. **PRODUCTS/ESTIMATES:**

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

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

74. **PROPRIETY INFORMATION**

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

75. **PROTECTION**

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

76. **PUBLIC ENTITY CRIMES**

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

77. **PUBLIC RECORDS COMPLIANCE**

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

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

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

78. **PUBLIC RECORDS/PUBLIC MEETINGS EXEMPTION STATEMENT**

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

79. **PURCHASE ORDER AND DELIVERY**

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

80. **QUALITY**

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

81. **QUESTIONS, INTERPRETATIONS**

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

82. **RECORDS/AUDIT**

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

83. **RECYCLED MATERIALS**

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

84. **REJECTING OF RESPONSES, REBIDDING**

The City reserves the right to accept or reject any or all Responses or parts of Responses, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified. The City Council shall have the authority to reject any and all Responses. If the lowest and best Response exceeds the budgeted amount

and the City Council does not make additional funds available, the purchasing agent with the help of the department head shall have the authority to re-advertise the article or articles for bidding after making sufficient changes in the plans or specifications to bring the cost within the limit of the money available. (Code 1981, § 8-28.)

85. **REQUEST FOR ADDITIONAL INFORMATION**

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

86. **REVIEW OF RESPONSES/SUBMISSIONS**

Each Response will be reviewed to determine if the Response is responsive to the submission requirements outlined in the Solicitation. A responsive Response is one which follows the requirements of the Solicitation, includes all required documentation, is submitted in the format outlined in the Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your Response non-responsive.

87. **RIGHT OF NEGOTIATION RFP/RFSQ/ITN**

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

88. **RIGHT OF WITHDRAWAL**

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

89. **RIGHTS TO SOLICITATION SUBMITTED MATERIAL**

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

90. **RULES, REGULATIONS AND LICENSING REQUIREMENT**

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

91. **SAMPLES**

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

92. **SEPARATION AND DISTRIBUTION**

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

93. **SEVERABILITY**

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

94. **SIGNATURE REQUIRED**

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

95. **SIGNED RESPONSE CONSIDERED AN OFFER**

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

96. **SILENCE OF SPECIFICATIONS**

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

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

Unless otherwise specified, Vendors shall use the Solicitation forms supplied by the Purchasing Division. Responses shall be typewritten or handwritten in ink and shall bear the original signature of the Vendor's authorized representative. Responses containing erasures or corrections must be initialed by the Vendor in ink. Responses shall be submitted by mail or hand delivery only. No Response will be accepted by facsimile transmission, e-mail or other electronic delivery. Responses submitted by mail shall be addressed to: David Van Valkenburgh, Purchasing Agent, Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center, Port Orange, Florida 32129. Responses submitted by hand delivery shall be delivered to: City Clerk, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Responses will be accepted until 2:30 p.m. on the date indicated in the Solicitation documents or as addenda

issued by the City. One (1) sealed envelope or package shall be submitted. The sealed envelope/package must contain the required forms and price proposals, where applicable, and will be evaluated and deemed responsive or non-responsive. All Responses deemed non-responsive will be returned to the Vendor and will not be opened.

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

98. **STATE LICENSING REQUIREMENTS**

All entities defined under Chapters 607, 608, 617 or 620, Florida Statutes, seeking to do business with the City shall be on file and in good standing with the State of Florida's Department of State. Prior to making an offer, the Vendor shall have met the license, certification, and any other requirements of the state, county, city and/or other agency of authority with jurisdiction in such matters and should provide copies of documentation that evidence such qualifications with the response to the Solicitation; and, that the Vendor shall provide follow-up evidence that the Vendor maintains such credentials throughout the period of the agreement. A copy of a current certificate of authority from the Secretary of State authorizing the Bidder/Responder to do business in the State of Florida, or other evidence of legal authority to do business in the state, county, city and/or any other agency of authority should be provided with your response to the Solicitation. Information concerning certification with the Secretary of State may be obtained at <http://ccfcorp.dos.state.fl.us/index.html>. Contract documents shall be executed by the entity's duly authorized officer as evidence by entity records.

99. **SUBCONTRACTING**

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

100. **SUPPLEMENTAL MATERIALS**

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

101. **TAXES**

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

102. **TERM CONTRACTS**

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

103. **TERMINATION**

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

104. **TERMINATION - NOTICE**

Either party may cancel the contract at any time after award, unless otherwise specified. The City shall be required to give the vendor notice thirty days prior to the date of cancellation of the contract. The vendor shall be required to give the City written notice (60) sixty days prior to the date of cancellation of the contract. The City of Port Orange may terminate the contract without cause upon thirty (30) days written notice.

105. **TITLE TRANSFER**

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

106. **UNBALANCED BID**

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

107. **USE OF SOLICITATION FORMS**

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

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

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

The signature of the Authorized Person or Entity must be that of an officer, partner or a sole proprietor of the entity making the Response. The original Response, and each copy submitted

shall contain an original signature on the Vendor's Acknowledgement Form contained in each Solicitation.

108. **VARIANCES**

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

109. **VENDOR'S PRODUCT OR SERVICES**

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

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

110. **WAIVER OF IRREGULARITIES**

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

111. **WARRANTIES**

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

SECTION 6 – SPECIAL CONDITIONS

PERIOD OF OFFER VALIDITY:

Bids offered in this ITB must remain firm for a period of ninety (90) Days from the ITB opening date.

REPAIR OF DAMAGES:

It is the Contractor's responsibility to repair any damages incurred in the area that is directly related to the project. When damages occur, the City of Port Orange Representative is to be notified immediately and shall inspect the repairs upon completion.

SAFETY:

Contractor shall comply with all applicable OSHA, State of Florida Safety Regulations and comply with all safety requirements of local authorities having jurisdiction. Contractor shall exercise all due caution to exclude the public from the work area and especially from contact with any hazardous materials.

SITE CLEANLINESS:

The Contractor shall give special attention to keeping the work site clean and free from trash and debris. Trash, debris and waste materials shall not be left on City premises but shall be disposed of at the Contractor's facilities. Site must be maintained free of trash, construction debris and cleaned every day.

CONTRACT TERM:

The term of the contract shall be from the notice to proceed.

Substantial completion will be One Hundred & Eighty (180) days maximum from NTP and Ninety (90) calendar days for final completion.

No subcontractor is allowed without written approval from the City of Port Orange.

TIME-LINE:

- A. Notice of Intent Award: after bid opening and complete review of submitted bid information.
- B. Notice to Proceed: TBD by Public Works
- C. Start Date and Time: TBD by Public Works
- D. Total Completion Time: Not to exceed Two Hundred & Seventy (270) from the date of the Notice to Proceed.

ELIGIBILITY OF VENDOR:

All Bidders shall be a Florida Certified Contractor properly registered and licensed to do business in the State of Florida and perform the services identified herein and properly registered and licensed to provide the goods or services identified in the scope of work, by all applicable state and local agencies.

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

BID BONDS

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

MANDATORY CONTRACT PROVISIONS

The contractor shall comply with the terms and conditions of the referenced grant agreements. The contract shall include the requirements of the grant agreements, as referenced, incorporated, and as if fully set forth herein, as follows:

Federally-funded Subaward and Grant Agreement between the City of Port Orange and the State of Florida, Division of Emergency Management, Agreement No. HO112, Project Number: 4283-86-R, 97.039 Hazard Mitigation Grant Program;

Agreement between the City of Port Orange and the U.S. Department of Housing and Urban Development (HUD), Office of Community Planning and Development, Community Development Block Grant Program, Project/Grant No. 1, B-18-MC-12-0053; and

Standard Grant Agreement between the City of Port Orange and the State of Florida, Department of Environmental Protection, Agreement No. LP64042.

PAYMENT & PERFORMANCE BONDS

Upon award, the successful bidder will also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond to be recorded by the City, with the Clerk of the Circuit Court, Volusia County, Florida and to enter into a contract for services with the City of Port Orange. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirement of Florida law. The City will bill the cost of recording to the contractor.

LICENCES AND PERMITS:

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

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- _____ Form 7.2 – Vendor’s Acknowledgement
- _____ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- _____ Form 7.4 – Drug Free/Tie Preference Statement
- _____ Form 7.5 – Public Entity Crimes Statement
- _____ Form 7.6 – Affidavit of Anti-Collusion
- _____ Form 7.7 – Authorized Signatures/Negotiators
- _____ Form 7.8 – Statement of Vendor’s Qualifications
- _____ Form 7.9 – Professional References for Previous Experience
- _____ Form 7.10 – List of Subcontractors
- _____ Form 7.11 – Certificate as to Corporate Principal
- _____ Attachment H – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
- _____ Attachment 1 – Bid Proposal
- _____ Copy of License (Florida Certified General Contractor, Sunbiz, etc.)
- _____ Bid Bond
- _____ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY: _____
Name of Business

Authorized Signature

Date

This document must be completed and returned with your Submittal

FORM 7.2 – VENDOR’S ACKNOWLEDGEMENT FORM

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

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

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

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

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

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

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

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

NAME OF BUSINESS

MAILING ADDRESS

AUTHORIZED SIGNATURE

CITY, STATE & ZIP CODE

NAME, TITLE, TYPED

TELEPHONE NUMBER / FAX NUMBER

FEDERAL IDENTIFICATION #

E-MAIL ADDRESS

STATE OF _____ COUNTY OF _____

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

My Commission Expires:

Notary Public

This document must be completed and returned with your Submittal

FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

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

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

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

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

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

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

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

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

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

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

(NAME)

(TITLE)

(NAME OF ORGANIZATION) and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.4 – DRUG-FREE PREFERENCE STATEMENT

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

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

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

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

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

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

_____ and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

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

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

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

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

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

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

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

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

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

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

NAME OF FIRM: _____

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

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY: __ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

COMPLETION TIME: _____

F.E.I.N. NUMBER: _____

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

NO BID (REASON): _____

This document must be completed and returned with your Submittal

FORM 7.7 – AUTHORIZED SIGNATURES/NEGOTIATORS

The Vendor represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Vendor will be duly bound:

<u>Name</u>	<u>Title</u>	<u>Phone #</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Authorized Signature)

(Print Name of Authorized Signature)

This document must be completed and returned with your Submittal

FORM 7.8 – STATEMENT OF VENDOR’S QUALIFICATIONS

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

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

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

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

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission
and expiration:

This document must be completed and returned with your Submittal

FORM 7.9 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

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

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

(Do not include the City of Port Orange)

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

This document must be completed and returned with your Submittal.

LISTING OF PREVIOUS EXPERIENCE

Commercial Client List

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

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

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

This document must be completed and returned with your Submittal.

FORM 7.10 – LISTING OF SUBCONTRACTORS

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

Subcontractor No. 1

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 2

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal

FORM 7.11 – CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ secretary of the corporation named as Principal in the within Bid Bond; that _____, who signed the said Bid Bond on behalf of the Principal, was then of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.

Signature

AFFIX CORPORATE SEAL

This document must be completed and returned with your Submittal

**CERTIFICATE OF INSURANCE
FOR WORKERS' COMPENSATION**

IMPORTANT

This certificate must be completed and returned by the Awarded Vendor, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage. This certificate must be completed by a duly authorized official of the Insurance Company carrying the risk, or a separate certificate of similar context executed On Insurance Company's Standard Form may be attached hereto.

This is to certify that _____, Company has
issued to _____, of the City of _____,
State of _____, the following policy or policies:

Workers' Compensation and Employer's Liability Policy No. _____
Effective on _____, 20____, and expiring on _____, 20____.
Description of limits: _____

If at any time this coverage is to be cancelled, the undersigned will notify the insured and
the _____ in writing thirty (30) days prior to cancellation of
policy.

WITNESS:

By: _____

Name: _____

INSURANCE COMPANY:

Company: _____

By: _____

Name/Title: _____

AFFIDAVIT REGARDING WORKERS' COMPENSATION

IMPORTANT

This certificate must be completed and returned by the Awarded Vendor, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage.

State of _____

County of _____

I, _____, being duly sworn according to law, deposes and says (it, he, she, they) have accepted the Workers' Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his, her, their) liability there under accordance with the terms of said Laws with the _____ Company, under the terms of Policy Number _____ for a period from _____, 20__ to _____, 20__.

WITNESS:

By: _____

Name: _____

CONTRACTOR:

Company: _____

By: _____

Name/Title: _____

Sworn to and subscribed before me this ____ day of _____, 20__.

My Commission Expires: _____

Notary Public

Notary Public Printed Name

BID COST/FEE PROPOSAL

"ATTACHMENT 1" SCHEDULE OF UNIT PRICING					
BID FORM					
CITY OF PORT ORANGE					
ITB # 19-26					
WRF SLUDGE TRAILER STORAGE LOT					
Completed Attachment 1 Bid Proposal form MUST be included with Bid Submission					
Instruction to save Attachment from DemandStar website:					
Perform "File Save As" and save spreadsheet to your computer. Fill in pricing in highlighted cells, preferably electronically.					
Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.					
NAME OF BUSINESS:					
CONTACT PERSON:					
EMAIL ADDRESS:					
AUTHORIZED NAME:					
AUTHORIZED SIGNATURE:					
State of Florida Certified Contractor (Required Information)					
Licensee:					
License No:					
PROPOSAL PRICING					
Item No	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
A	Preliminary Items				
1	MOBILIZATION	1	LS	\$0.00	\$0.00
2	SITE WORK AND PREPARATION	1	LS	\$0.00	\$0.00
3	SURVEY AND RECORD DRAWINGS	1	LS	\$0.00	\$0.00
4	RESTORATION	1	LS	\$0.00	\$0.00
5	SLUDGE DRYING BED MODIFICATIONS (CONCRETE WALLS, ALUMINUM HANDRAIL, VERTICAL SCREEN, TRENCH DRAIN)	1	LS	\$0.00	\$0.00
6	GRAVITY SEWER (PIPE, INLET, MANHOLE CORING, AND ABANDON EXISTING 8" PVC)	1	LS	\$0.00	\$0.00
7	ASPHALT PAVEMENT	80	SY	\$0.00	\$0.00
8	CONCRETE PAVEMENT (EXCLUDING SLUDGE DRYING BED - INCLUDES CONCRETE SLAB, 6" CURB. ETC.)	135	CY	\$0.00	\$0.00
			TOTAL CONSTRUCTION		\$0.00
			CONTINGENCY (10%)		\$0.00
			PROJECT TOTAL		\$0.00
	Confirm the number of calendar days to complete upon receipt of PO:		Days		
	Shall warrant all materials, labor and workmanship for the minimum period of		Years		
AWARD: THIS BID WILL BE AWARDED TO THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER					

BID BOND

BID BOND

Bond No.:

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

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

Project Name / Bid No.:

Project Address:

Legal Description: N/A

Description of Work:

NOW, THEREFORE,

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

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

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

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

PRINCIPAL:

Signature

Corporate Officer & Title

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

WITNESSES:

SURETY:

Attorney-in-Fact (signature)

Name & Title

Name of Local Resident Agent

City, State, Zip

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

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

STATE OF _____
COUNTY OF _____

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

Signature of Affiant

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

NOTARY PUBLIC – STATE OF

Type or print name: _____

Commission No.: _____

Commission Expires: _____

(Seal)

.....
END OF BID BOND

This document must be completed and returned with your Submittal

PERFORMANCE & PAYMENT BOND

RETURN RECORDED DOCUMENT TO:

City Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

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

PAYMENT AND PERFORMANCE BOND

(Public Works)

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

BOND NO. _____

PRINCIPAL:

Developer or Contractor: _____

Principal Business Address: _____

Contact Person: _____

Phone Number: _____

SURETY:

Address: _____

Contact Person: _____

Phone Number: _____

OWNER:

City of Port Orange, Florida, a chartered municipal corporation

1000 City Center Circle

Port Orange, Florida 32129-4144

Contact Person: _____

City Manager

Phone Number: _____

(386) 506-5501

Amount: \$ _____

City Case/Project No. _____

Description of Work: _____

Project Location: _____

Port Orange, Volusia County, Florida

Legal Description: _____

Front Page

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

[MTR/sal 2015-02-10]

RETURN RECORDED DOCUMENT TO:

City Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

Name of Project

City Project No. _____

Bond No. _____

Space Reserved for Recording Data

**COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION**

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

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

THE CONDITION OF THIS BOND is that if Principal:

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

Notice of Nonpayment and Time Limitations

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

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

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 20__.

Attest:

(Name of Principal)

(As to Corporate Principal) Secretary

By: _____

Name/Title: _____

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

By: _____

Name: _____

(Attorney-in-Fact)

(Corporate Seal)

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

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

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A BONA FIDE CONTRACT DOCUMENT FOR
CITY OF PORT ORANGE CONSTRUCTION
PROJECTS UNTIL FURTHER LEGAL NOTICE.**

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

**City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129**

THIS AGREEMENT is by and between _____ (“Owner”) and _____ (“Contractor”).

The Effective Date of this Agreement shall be _____ (If no date is specified then the Effective Date shall be the date on which the Agreement is signed by the last of the two parties.)

Owner and Contractor hereby agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by _____ (“Engineer”), which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents. Engineer shall also serve as Owner’s agent for purposes of approving Contractor’s payment requests.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Substantial Completion and Final Completion as stated in the Contract Documents, particularly Paragraph 4.02 below, are of the essence of the Contract.
- B. All time limits for Milestone dates set forth in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Completion*

- A. Unless as otherwise modified in a Notice to Proceed issued after the Effective Date of the Agreement or an allowable extension of time in accordance with Paragraph 12.02 of the

General Conditions, the Work shall be substantially completed within _____ days after the Effective Date of the Agreement.

- B. Unless as otherwise modified in a Notice to Proceed issued after the Effective Date of the Agreement or an allowable extension of time in accordance with Paragraph 12.02 of the General Conditions, the Work shall be finally completed in accordance with Paragraph 14.06 of the General Conditions within _____ days after the Effective Date of the Agreement.
- C. If a Notice to Proceed is issued more than 60 days from the Effective Date of this Agreement, then the dates for Substantial Completion and the Final Completion shall be extended by the same number of days. (For example, if the Notice to Proceed is issued 63 days after the Effective Date of the Agreement, then the Substantial Completion and Final Completion dates shall be extended by 3 days.)

4.03 *Liquidated Damages*

- A. Contractor and Owner agree and recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss that is not readily ascertainable as of the Effective Date of this Agreement if the Work is delayed and not Substantially Completed within the time period specified in Paragraph 4.02 above, plus any allowable extension of time in accordance with Paragraph 12.02 of the General Conditions. Contractor agrees and recognizes that any delay to Substantial Completion shall constitute a material breach. Accordingly, Owner and Contractor agree that as liquidated damages for delay, Contractor shall pay Owner \$_____ for each day that expires after the date the Work is required to be Substantially Completed until the Contractor achieves Substantial Completion with the Work. Contractor and Owner agree and recognize that the liquidated damages set forth herein shall not be treated as a penalty and are just damages that are proportionate to any damages that might reasonably be expected to follow from a delay to Substantial Completion.
- B. Owner may withhold Contractor's final payment in order offset the liquidated damages that Contractor owes Owner. Owner may also withhold progress payments if Owner reasonably believes that Contractor's final payment will not sufficiency cover the liquidated damages that Contractor owes Owner.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

- A. For all Work other than Unit Price Work, a lump sum of: \$_____

Any allowances specifically identified and called for in the Contract Documents are included in the above price in accordance with Paragraph 11.02 of the General Conditions.

- B. For all Unit Price Work in accordance with Paragraph 11.03 of the General Conditions, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

<u>UNIT PRICE WORK</u>					
<u>Item</u> <u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated</u> <u>Quantity</u>	<u>Bid Unit</u> <u>Price</u>	<u>Bid Price</u>

Total of all Bid Prices (Unit Price Work) \$ _____

The Bid Unit Prices set forth above are guaranteed prices. Although the Estimated Quantities are estimates and may increase or decrease based on determinations of Engineer, Contractor agrees and understands that the Bid Unit Prices shall remain the same irrespective of the quantities. Contractor understands that in agreeing to any Bid Unit Price it is agreeing to bear the risk associated with any material price increase or escalation. Owner agrees and understands that in agreeing to any Bid Unit Price it is agreeing to bear the risk associated with any material price decrease or reduction.

- C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Progress Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions.

6.02 Progress Payments; Retainage

- A. Progress payments shall be made on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work in accordance with Paragraph 14.02 of the General Conditions. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed). Progress payments will be made in an amount equal to the percentage of the Work completed in accordance with the Schedule of Values, less the aggregate of payments previously made, less the retainage, and less such amounts as Engineer may determine Owner may withhold, including, but not limited to, liquidated damages.
- B. Owner shall withhold 10 percent of each progress payment as retainage until 50 percent completion. After 50 percent completion, Owner shall reduce retainage to 5 percent of each

progress payment. Fifty (50%) percent completion is the point at which Owner has expended 50 percent of the Contract Price, together with all increases in the Contract Price through allowable change orders. However, if Contractor elects to withhold more than 5 percent retainage from a subcontractor(s), it may not request the release of such retained funds from Owner.

6.03 *Final Payment*

- A. Final Payment inclusive of retainage shall be made to Contractor in accordance with Paragraph 14.07 of the General Conditions.

ARTICLE 7 – INTEREST

- 7.01 All monies not paid in strict accordance with Florida Statute §218.735 shall bear interest as provided for therein.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement and in determining the Contract Price, Contractor makes the following representations:
 - A. Contractor has carefully examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data." Contractor's receipt and study of such reports shall not relieve it of visiting the Site and becoming familiar with and satisfied with the Site conditions that may affect cost, progress, and performance of the Work.
 - E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of

construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to __, inclusive).
 - 2. Combination Payment and Performance Bond (pages ____ to ____, inclusive).
 - 3. Other bonds (pages ____ to ____, inclusive).
 - a. ____ (pages ____ to ____, inclusive).
 - b. ____ (pages ____ to ____, inclusive).
 - c. ____ (pages ____ to ____, inclusive).
 - 4. General Conditions (pages ____ to ____, inclusive). **In the event of any conflict between the Agreement and the General Conditions, the terms of this Agreement shall govern.**
 - 5. Supplementary Conditions (pages ____ to ____, inclusive). **In the event of any conflict between the Agreement and Supplementary Conditions, the terms of this Agreement shall govern. However, if there is any conflict between the terms of the General Conditions and the terms of the Supplementary Conditions, the Supplementary Conditions shall govern provided that the indemnification set forth in Paragraph 6.20 of the General Conditions shall govern over any indemnification set forth in the Supplementary Conditions.**

6. Specifications as listed in the table of contents of the Project Manual.
7. Drawings consisting of _____ sheets with each sheet bearing the following general title: _____ [or] the Drawings listed on attached sheet index.
8. Addenda (numbers _____ to _____, inclusive).
9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages _____ to _____, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).
 1. Affidavit Regarding Workers' Compensation
 2. Certificate for Workers' Compensation
 - c. *[List other required attachments (if any), such as documents required by funding or lending agencies].*
10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages _____ to _____, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.

NOTE TO USER

If any of the items listed are not to be included as Contract Documents, remove such item from the list and renumber the remaining items.

- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions and parts shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision or part that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- B. Contractor certifies that in the event a Lien is recorded on the Project by any person or entity providing labor, services, or materials with respect to any portion of the Work, it will immediately transfer such lien to its payment bond or take other appropriate action to immediately remove the encumbrance.

10.06 *No-Damage-for-Delay*

- A. Contractor shall not be entitled to any damages (including, without limitation, expenses, costs, fees, extended field overhead and general conditions, equipment costs, home office overhead, lost productivity and inefficiency damages, additional payroll and labor costs, etc.) for any delay to its Work. Contractor’s sole and exclusive remedy for a delay to its Work that is not caused by Contractor (or a person or entity performing a portion of Contractor’s scope of Work) shall be an extension of time to substantially complete and finally complete the Project; provided, however, that Owner granting Contractor an extension of time is not a condition precedent to this no-damage-for-delay provision. Contractor shall also not be entitled to any damages for disruption or interference to its Work or for having to accelerate or incur additional labor or payroll costs in order to make up or overcome a delay to its Work so that it can maintain the dates for Substantial Completion and Final Completion. Contractor agrees that in determining and agreeing to the Contract Price it considered this no-damage-for-delay provision and understands that it is not entitled to any damages whatsoever for a delay to its Work.

10.07 *No Intended Third Party Beneficiaries*

- A. There are no intended third party beneficiaries to the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

CITY OF PORT ORANGE

Owner

By: Allen Green

Title: Mayor

Date:_____

Attest: Robin L. Fenwick, CMC

Title: City Clerk

Address for giving notices:

1000 City Center Circle

Port Orange, Florida 32129

Contractor

By: _____

Title: _____

Date:_____

(If Contractor is a corporation, partnership or joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

License No.:_____

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

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Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*—The form acceptable to Engineer and Owner which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order*—A document recommended by Engineer and/or Owner which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; (iii) achieve Final Completion; and (iv) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed by the last of the two parties.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *Final Completion* – This shall occur when Contractor, in the opinion of Engineer or Owner, performs and completes all corrective action associated with the Punchlist in addition to any other work required of Contractor under the Contract Documents.
22. *General Requirements*—Sections of Division 1 of the Specifications.
23. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
24. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
27. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
29. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
30. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
31. *PCBs*—Polychlorinated biphenyls.
32. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
33. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
34. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
35. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
36. *Punchlist* – The detailed list of incomplete, unsatisfactory or unacceptable, or defective items that Contractor is required to complete to achieve Final Completion that is generated in accordance with Paragraph 14.06 of the General Conditions.
37. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
38. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
39. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

40. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
41. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
42. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, samples, product data, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
43. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
44. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
45. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
46. *Substantial Completion*—The time and date at which the Work has progressed to the point where, in the opinion of Engineer, the Work is sufficiently complete, in accordance with the Contract Documents, so that the Work can be occupied and/or utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof. Substantial Completion cannot occur before the Project is issued a Certificate of Occupancy (or Completion, if applicable) by the governing building department that allows Owner to begin to utilize the entire Project for the purposes for which it is intended.
47. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
48. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
49. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
50. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

51. *Unit Price Work*—Work to be paid for on the basis of unit prices.
52. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
53. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:

- a. does not conform to the Contract Documents; or
- b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
- c. is failing or has been damaged.

E. *Furnish, Install, Perform, Provide:*

- 1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 - 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 - 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 - 4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request such as the specific additional insured endorsement included in the liability policy) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5 and/or the Supplementary Conditions.

2.02 *Copies of Documents*

- A. At the request of Contractor, Owner or Engineer shall furnish to Contractor up to 5 hard copies of the Drawings and Specifications. Additional copies of the Drawings and Specifications will be furnished upon request at the cost of reproduction.

2.03 *Notice to Proceed; Starting the Work*

- A. Contractor shall not commence the Work until Owner issues a Notice to Proceed. A Notice to Proceed may be issued by Owner at any time after the Effective Date of the Agreement.

2.04 *N/A*

2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer and Owner for timely review:
1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents, and identifying the Substantial Completion and Final Completion dates;
 2. a preliminary Schedule of Submittals; and
 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts / line-items in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer or Owner, and others as appropriate will be held to review for acceptability to Engineer or Owner as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted and approved by Engineer and Owner.

1. The Progress Schedule will be acceptable to Engineer and Owner if it provides an orderly progression of the Work to completion within the Contract Times and identifies Contractor's critical path sequence of scheduled activities with the earliest start dates for scheduled activities, the earliest finish date for scheduled activities, the latest start date for scheduled activities, and the latest finish date for scheduled activities. All float in the Progress Schedule shall belong to Owner in order to offset a delay attributable to Owner or its agents. Such acceptance will not impose on Engineer or Owner responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
2. Contractor's Schedule of Submittals will be acceptable to Engineer and Owner if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer and Owner as to form and substance if it provides a reasonable allocation of the Contract Price to component parts / line-items of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents (*e.g.*, answering Requests for Information) shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

- A. Standards, Specifications, Codes, Laws, and Regulations
 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign

to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements and dimensions. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04 below.
3. Contractor shall not be liable to Owner for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof or could have discovered the conflict or error by carefully studying and comparing the Contract Documents and checking and verifying pertinent figures therein and all applicable field measurements and dimensions.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).
2. In the event there is a discrepancy or conflict in the Drawings and Specifications applicable to a particular detail or assembly of the Work, Contractor must promptly seek clarification from

Engineer before proceeding with the Work. Subject to Paragraph 3.03.A.3 above, if Contractor proceeds with the Work without seeking such clarification, Contractor will be bound by the stricter and more expensive detail or assembly. Contractor agrees and recognizes that in agreeing to the Contract Price it has factored in the costs associated with installing the stricter and more expensive detail or assembly.

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 - 1. A Field Order;
 - 2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
 - 3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
 - 2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- B. *N/A*
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities, staging, or storage of materials and equipment. Contractor shall have the obligation to restore the additional lands to their original condition.

4.02 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions may identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents and shall under no circumstance relieve Contractor from visiting the Site and becoming familiar with and satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work. Such "technical data" is identified in the Supplementary Conditions. Except for such limited reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of

their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after first becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition within 5 days. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. such condition must meet any one or more of the categories described in Paragraph 4.03.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03; and
 - c. Contractor notifies Owner and Engineer of such condition within 5 days after first becoming aware of such condition.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 4.03.A within 5 days after first becoming aware of such condition.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

- A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;

- b. locating all Underground Facilities shown or indicated in the Contract Documents;
- c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
- d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

- 1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after first becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer within 5 days. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- 2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that (i) they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents or a report listed in the Supplemental Conditions, (ii) Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or location, and (iii) Contractor notifies Owner and Engineer of such condition within 5 days after first becoming aware of such condition. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.
- B. Contractor shall lay-out and verify all field dimensions and measurements at the Site before proceeding with any portion of the Work.

4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the “technical data” contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such “technical data” is identified in the Supplementary Conditions. Except for such reliance on such “technical data,” Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work or identified in a report listed in the Supplemental Conditions. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible or if such condition is caused by the negligence, recklessness, or intentional misconduct of Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing) within 5 days of first becoming aware of the condition. Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under

which such Work may be resumed safely. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that (i) they are attributable to the existence or location of any Hazardous Environmental Condition that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents or a report listed in the Supplemental Conditions, (ii) Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the Hazardous Environmental Conditions, (iii) Contractor did not negligently, recklessly, or intentionally cause the Hazardous Environmental Condition, and (iv) Contractor notifies Owner and Engineer of such condition within 5 days after first becoming aware of such condition. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. N/A

H. N/A

I. N/A

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds in accordance with Florida Statute §255.05, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. The obligations, duties, responsibilities, and requirements of Contractor set forth in this Contract shall be incorporated into Contractor's performance bond.
- B. All bonds shall be in the form prescribed by the Contract Documents. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond. The performance and payments bonds shall be recorded in the public records in and for Volusia County, Florida. As a courtesy to the Contractor and to expedite recording, the City shall record the bond on behalf of the Contractor and shall cause a copy of the recording information to be provided to the Contractor by the Project Engineer.

- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in Florida or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in Florida to issue bonds or insurance policies for the limits and coverages so required.

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. *N/A*
- F. In the event of any conflict between this Paragraph 5.03 and the specific insurance requirements of Contractor set forth in the Supplemental Conditions, the specific insurance requirements in the Supplemental Conditions govern.

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom;
6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle;

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds for ongoing and completed operations, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraph 6.20 below and as otherwise set forth in the Contract;
4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
 6. include completed operations coverage:
 - a. Such insurance shall remain in effect for 10 years after Substantial Completion.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment.
- C. Contractor shall be solely responsible for any insurance deductible or self-insured retention.
- D. In the event of any conflict between this Paragraph 5.04 and the specific insurance requirements of Contractor set forth in the Supplemental Conditions, the specific insurance requirements in the Supplemental Conditions govern.

5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). Such policy shall identify both Contractor and Owner as named insureds. Contractor shall solely be responsible for any deductible. This insurance shall:
1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
 2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, flood, windstorm, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
5. allow for partial utilization of the Work by Owner;
6. include testing and startup; and
7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.

B. *N/A*

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. *N/A*

E. *N/A*

F. Contractor's all-risk property insurance shall not terminate or expire if Owner elects to utilize or occupy any portion or portions of the Project prior to Substantial Completion. Contractor shall obtain an occupancy / use endorsement that allows Owner to utilize or occupy a portion or portions of the Project prior to Substantial Completion (such that if a temporary Certificate of Occupancy or Completion is issued for a portion(s) of the Project, the all-risk property insurance shall remain in full force).

G. In the event of any conflict between this Paragraph 5.06 and the specific insurance requirements of Contractor set forth in the Supplemental Conditions, the specific insurance requirements in the Supplemental Conditions govern.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of

the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Contractor as trustee or otherwise payable under any policy so issued.

B. *N/A*

C. *N/A*

D. In the event of any conflict between this Paragraph 5.07 and the specific insurance requirements of Contractor set forth in the Supplemental Conditions, the specific insurance requirements in the Supplemental Conditions govern.

5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Contractor and made payable to Contractor as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Contractor shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and, only if applicable, the cost thereof covered by an appropriate Change Order.
- B. Contractor as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Contractor's exercise of this power. If such objection be made, Contractor as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Contractor as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.
- C. Owner, at its sole discretion, may elect to fund the costs associated with any property insurance claim, excluding the deductible, and seek reimbursement from Contractor's policy that identifies both Contractor and Owner as named insureds. If Owner exercises this right, it shall have sole authority to settle and adjust any claim and receive reimbursement under the policy with the proceeds made payable to Owner. Contractor shall have the obligation to cooperate and comply with all terms and provisions of the policy and its failure to do so shall constitute a material breach of the Contract. If Owner does not elect this right, Contractor shall be required to fund the costs associated with any property insurance claim and seek reimbursement under the policy.

- D. In the event of any conflict between this Paragraph 5.08 and the specific insurance requirements of Contractor set forth in the Supplemental Conditions, the specific insurance requirements in the Supplemental Conditions govern.

5.09 *Acceptance Insurance; Option to Replace*

- A. If Owner has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by the Contractor in accordance with Article 5 and/or the Supplementary Conditions on the basis of non-conformance with the Contract Documents, Owner shall so notify Contractor in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Contractor shall provide Owner such additional information in respect of insurance provided as the Owner may reasonably request. If Contractor does not purchase or maintain all of the insurance required of it by the Contract Documents, Owner shall notify Contractor in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage, which shall constitute a material breach of the Contract by Contractor. Without Owner's prejudice to any other right or remedy, Owner may elect to obtain equivalent insurance to protect its interests at the expense of Contractor, and a Change Order shall be issued to adjust the Contract Price accordingly.
- B. In the event of any conflict between this Paragraph 5.09 and the specific insurance requirements of Contractor set forth in the Supplemental Conditions, the specific insurance requirements in the Supplemental Conditions govern.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. N/A

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. Contractor shall submit a Request for Information to Engineer seeking clarification as to any aspect of the Contract Documents as soon as practical to, among other things, maintain the orderly progress of the Work and avoid any delay to the Work.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent or superintendents, as appropriate, who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer and Owner for acceptance (to the extent indicated in Paragraph 2.07) proposed monthly adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will be submitted with Contractor's Applications for Payment, as conditions precedent to payment, and will comply with any provisions of the General Requirements applicable thereto.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.
 - 3. All proposed Progress Schedules submitted to Engineer and Owner shall identify Contractor's critical path sequence of scheduled activities of the Work as well as earliest start dates for scheduled activities, the earliest finish date for scheduled activities, the latest start

date for scheduled activities, and the latest finish date for scheduled activities. All float in the Progress Schedules shall belong to Owner to offset a delay to Contractor's critical path attributable to Owner or its agents.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

- 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
- 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
- 3) it has a proven record of performance and availability of responsive service.

b. Contractor certifies that, if approved and incorporated into the Work:

- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
- 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute

items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
 - 2) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - 3) will identify:
 - a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and
 - 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection. Additionally, subject to Paragraph 6.06.B below, Contractor shall provide to Owner within 10 days from the Effective Date of this Agreement a written list of all Subcontractors (or other individuals or entities it plans on engaging to perform a scope of the Work), together with their Certificates of Insurance that must identify Owner as an additional insured. Subcontractors must identify Owner as an additional insured for purposes of ongoing and completed operations.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether

initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor and ensure that they perform the Work in a good and workmanlike manner and pursuant to the Contract Documents.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular

invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. *N/A*

C. *N/A*

6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
3. *N/A*

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show as-built conditions and changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall

take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;
 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

- a. Submit number of Samples specified in the Specifications.
 - b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.
- B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Submittal Procedures:

1. Before submitting each Shop Drawing or Sample, Contractor shall have:
 - a. thoroughly reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each

such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements regarding payment or otherwise, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others;
7. any correction of defective Work by Owner; or
8. the achievement of Final Completion (including Contractor's completion of Punchlist items that were deemed satisfactory to Engineer).

6.20 *Indemnification*

- A. To the fullest extent permitted by Florida law including Florida Statute §725.06, Contractor shall indemnify and hold harmless Owner (including Owner's officers and employees) from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional misconduct of Contractor and the persons or entities employed or utilized by Contractor in the performance of the Contract. Contractor agrees and understands that the monetary limitation on the extent of its indemnification shall be \$1 million per occurrence or the per occurrence limits of its commercial general liability (CGL) insurance, whichever is greater, which bears a reasonable commercial relationship to the Contract and is hereby part of the project specifications and bid documents.
- B. To the fullest extent permitted by Florida law, Contractor shall defend Owner (including Owner's officers and employees) from claims, demands, and litigation asserted against Owner to the extent such claims, demands, or litigation are caused by the negligence, recklessness, or intentional misconduct of Contractor and the persons or entities employed or utilized by Contractor in the performance of the Contract.
- C. Contractor agrees and understands that its obligation to indemnify, hold harmless, and defend as set forth in Paragraphs 6.20.A and B above includes, without limitation, claims, losses, etc. for personal injury, death, property damage, Hazardous Environmental Conditions, infringement of patent rights or copyrights incident to the use or incorporation in the performance of the Work, etc., to the extent caused by the negligence, recklessness, or intentional misconduct of Contractor and the persons or entities employed or utilized by Contractor in the performance of the Contract.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 - 1. written notice thereof will be given to Contractor prior to starting any such other work; and
 - 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
 - 1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 - 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 - 3. the extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C or as otherwise provided in Florida Statute §218.735.

8.05 *Lands and Easements; Reports and Tests*

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

- A. N/A

8.12 *Compliance with Safety Program*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER’S STATUS DURING CONSTRUCTION

9.01 *Owner’s Representative*

- A. Engineer will be Owner’s representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner’s representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor’s executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer’s efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer’s visits and observations are subject to all the limitations on Engineer’s authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer’s visits or observations of Contractor’s Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer’s consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If

Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the clarification or interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing as soon as practical (so as to maintain the orderly progress of the Work and to avoid any delay to the Work) but in no event later than 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred or render a written answer with respect to any Request for Information Contractor submits to

Engineer seeking clarification as to an aspect of the Contract Documents. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. N/A

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
 - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 - 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 - 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05 that are then resolved by the parties to the Agreement.

10.04 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 Claims

- A. *Engineer's Decision Required:* All Claims, except those otherwise waived pursuant to the Contract, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims. Owner, however, may, but is not required to, refer to Engineer its assessment of liquidated damages against Contractor in accordance with Paragraph 4.03 of the Agreement or any claim it has with respect to construction defects discovered after Final Completion.
- B. *Notice:* Unless as otherwise set forth herein, written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with detailed, supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event. A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event.
- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant take one of the following actions in writing:
1. deny the Claim in whole or in part;
 2. approve the Claim; or
 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. N/A
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.
- G. All Claims Contractor submits for an adjustment in Contract Time or Contract Price shall be subject to the No-Damage-For-Delay provision in Paragraph 10.06 of the Agreement.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors) employed for services specifically related to the Work. Attorneys and accountants shall not constitute a Cost of the Work.
5. Supplemental costs including the following:

- a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
- b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
- c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the

Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 4. Costs due to the negligence, recklessness, or intentional misconduct of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.
- C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data. Owner shall have the right to inspect and audit Contractor's books and cost records at any time during the course of the Project and for three years after Final Completion. Owner must give Contractor 7 days written notice that it plans on inspecting and auditing Contractor's books and cost records.

11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances specifically identified and called for in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:*
1. Contractor agrees that:
 - a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

- b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance:*

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items are estimates and solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price shall be guaranteed and will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 2. there is no corresponding adjustment with respect to any other item of Work; and
 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense for supplying additional units or Owner believes that Owner is entitled to a decrease in Contract Price for Contractor supplying fewer units and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the

Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01 excluding 11.01.A.1) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C). Contractor shall keep detailed backup supporting its actual costs incurred associated with the adjustment in Contract Price.

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or
2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires not caused by Contractor or anyone whom Contractor is responsible, floods not caused by Contractor or anyone whom Contractor is responsible, epidemics, abnormal weather conditions not anticipated or customary in Volusia County, or acts of God.
- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall only be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Contractor must provide Engineer and Engineer an updated Progress Schedule reflecting how the critical path has been impacted as a condition precedent to being entitled to an adjustment in Contract Time.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions not anticipated or customary in Volusia County, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall only be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Contractor must provide Engineer and Engineer an updated Progress Schedule reflecting how the critical path has been impacted as a condition precedent to being entitled to an adjustment in Contract Time.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other

professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs,

or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. repair such defective land or areas; or
 - 2. correct such defective Work; or
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.
- B. Owner shall not be deemed to have accepted any defective work from Contractor that was not discovered by Engineer or Owner unless the defect was specifically detailed to Owner in writing by Contractor notifying Owner of the defective work and Owner notifies Contractor in writing that it will accept the defective work (whether as-is, by receiving a credit, or receiving other compensation, losses, or damage from Contractor as discussed above in Paragraph 13.08). Contractor recognizes and understands that it shall not be relieved of responsibility or liability with performing defective Work even if such defective work previously passed inspection by any inspector, including, without limitation, an inspector with the governing building department or a threshold inspector.

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after 7 days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances,

construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer and Owner. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments:*

1. Contractor, on the 25th of each month, shall submit to Engineer for review an Application for Payment (in a form approved by Owner) filled out and signed by Contractor covering the Work completed or which will be completed by the end of the month, accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor (in a form approved by Owner) certifying that all previous progress

payments received on account of the Work have been applied to pay Contractor's Subcontractors and Suppliers and to otherwise discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments is set forth in Paragraph 6.02.B of the Agreement.

B. Review of Applications:

1. Engineer will, within 10 days after receipt of each Application for Payment, indicate in writing a recommendation of payment or nonpayment and present the Application to Owner. If Contractor's Application for Payment is deficient, Owner shall reject the payment request and return it to Contractor within 20 business days after the date on which the payment request is stamped as received indicating in writing the reasons for refusing to recommend payment; Contractor shall make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

- a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Neither Engineer's review of Contractor's Work for purposes of recommending payments nor Engineer's recommendation of any payment shall relieve Contractor for any responsibility or liability with defects in the Work.
6. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
 - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

1. Subject to the provisions of Paragraph 14.02.D and Florida Statute §218.735, Owner shall pay Contractor 25 business days after the date on which the payment request is stamped as received by Engineer.

D. Reduction in Payment:

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
- a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

- b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. there are other items entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
- 2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any undisputed amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
- 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion; provided, however, that Substantial Completion shall not occur until the governing building department issues a Certificate of Occupancy (or Certificate of Completion, if applicable) that allows Owner to utilize the entire Project for the purposes for which it is intended.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion subject to the Certificate of Occupancy (or Completion).
- D. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the Punchlist.

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Completion- Punchlist*

- A. Within 30 days from Contractor achieving Substantial Completion the following must occur: Contractor shall notify Engineer and Owner in writing that the Project is complete in which case Engineer and Owner will promptly make a final inspection (or inspections, if necessary) with Contractor for the purpose of reviewing and developing a detailed Punchlist of items that are incomplete, unsatisfactory or unacceptable, or defective that Contractor is required to complete. However, if the Contract Price is \$10 million or more, the foregoing must occur within 60 days from Contractor achieving Substantial Completion.
- B. The Punchlist shall be provided to Contractor by Engineer and/or Owner no later than 5 days after the punchlist of items has been reviewed and developed in accordance with paragraph 14.06.A above. Contractor shall then have 30 days from its receipt of the Punchlist to perform and complete the corrective work identified therein.
- C. Final Completion shall be the date that Engineer or Owner determines that Contractor satisfactorily performed and completed the corrective work identified in the Punchlist in addition to any other work required of Contractor under the Contract Documents.

14.07 *Final Payment*

A. Application for Payment:

1. After Contractor achieves Final Completion and furnishes all required maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up or as-built record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment inclusive of retainage following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including, but not limited to, the evidence that Contractor maintains completed operations coverage for its required commercial general liability (CGL) insurance;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective final releases or waivers (satisfactory to Owner) of all Lien rights or Liens filed in connection with the Work.
3. In lieu of the final releases or waivers of Liens specified in Paragraph 14.07.A.2.d and as approved by Owner, Contractor may furnish an affidavit of Contractor whereby Contractor swears that: (i) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner has paid Contractor through the date of Contractor's final Application for Payment have been paid by Contractor and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner will pay Contractor in the final Application for Payment will represent Contractor's receipt of all payments for the Work except for the specifically enumerated Claims (and Claims not specifically enumerated are deemed released and waived) and that Contractor will promptly pay its Subcontractors and Suppliers upon its receipt of the final payment.
4. The documents and materials that Contractor is required to submit to accompany its Final Application for Payment (as set forth in this Paragraph 14.07) are conditions precedent to final payment.

B. Engineer's Review of Application and Acceptance:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions

of Paragraph 14.09 below. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due:

1. Twenty-five (25) business days after the date on which the Application for Payment is stamped as received by Engineer, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
 2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the

Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 3. Contractor's repeated disregard of the authority of Engineer;
 4. Contractor's violation in any substantial way of any provisions of the Contract Documents;
 5. Contractor's failure to timely pay Subcontractors and Suppliers after it receives payment from Owner; or
 6. Contractor's failure to obtain or maintain the insurance required of it in the Contract.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) 5 days written notice of its intent to terminate the services of Contractor:
1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
 2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within 5 days of the notice of intent to terminate to correct its failure to

perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon 5 days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 - 3. N/A; and
 - 4. reasonable expenses directly attributable to termination such as demobilization expenses. Attorneys' fees, accountant fees, and home office overhead expenses shall not be deemed reasonable expenses.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority or (ii) Contractor complies with all conditions precedent to payment and Owner fails for 60 days to pay Contractor the sum Owner undisputedly determined to be due to Contractor, then Contractor may, upon 7 days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03. Contractor, however, cannot terminate the Contract due to any dispute (i) concerning the amount of payment due Contractor or (ii) any amounts Owner is withholding from Contractor.

- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Contractor complies with all conditions precedent to payment and Owner has failed for 60 days to pay Contractor any sum Owner undisputedly determined to be due to Contractor, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph. Contract, however, cannot stop the Work due to any dispute (i) concerning the amount of payment due Contractor or (ii) any amounts Owner is withholding from Contractor.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

- A. Mediation shall be a condition precedent to any dispute between Owner and Contractor relating to the Contract; provided, however, that Owner, in its sole discretion, can waive mediation as a condition precedent to pursue a claim / litigation against Contractor or defend a claim / litigation from Contractor. The party initiating mediation must submit written request to the other party of its desire to mediate and provide the names of suggested mediators. The parties shall work together to mutually agree on a mediator within 30 days from the written request. The parties shall mediate the dispute within 60 days from the written request unless a different date is agreed upon due to the availability of the mediator, the availability of the parties and their counsel, or upon the mutual agreement of the parties. If the parties are unable to agree on a mediator (and the Owner has not elected to waive mediation), the parties, subject to Paragraph 16.01.C below, agree to allow the court to unilaterally select the mediator and any litigation will be stayed pending the outcome of such mediation.
- B. *N/A.*
1. *N/A.*
- C. Any litigation arising out of or relating to the Contract shall be brought in the exclusive venue of Volusia County, Florida. The prevailing party shall be entitled to all attorneys' fees and court costs at the trial and appellate level. **CONTRACTOR VOLUNTARILY AND KNOWINGLY WAIVES IT RIGHT TO A TRIAL BY JURY.**

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, or an overnight carrier (such as UPS or FedEx) to the last business address known to the giver of the notice.

17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

- A. This Contract is to be governed by the law of the state of Florida.

17.06 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SECTION 00800
SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (NSPE/ACEC Document No. C-700, 2007 edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

SC-1.01A.44 Delete the definition of *Substantial Completion* and insert the following in its place:

44. *Substantial Completion* - The Work (or a specified part thereof) has progressed to the point where, in the opinion of the ENGINEER as evidenced by ENGINEER's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents and that all conditions precedent to Substantial Completion have been met in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

Add the following definitions at the end of Article 1 - definitions of the Standard General Conditions of the Constitutions Contracts:

SC-1.01A.53 Correction Period - The time during which the CONTRACTOR must correct defective Work or remove defective Work from the site and replace it with non-defective Work, all at no cost to the OWNER, pursuant to paragraph 13.07 of the General Conditions, as supplemented.

SC-1.01A.54 Final Completion - The date upon which final payment is due to be paid by OWNER to CONTRACTOR.

SC-1.01A.56 Float or Slack Time - The time available in the progress schedule during which an unexpected activity can be completed without delaying the Substantial Completion of the Work.

SC-1.01A.57 Initiation of Operation - The date when the OWNER actually begins to use the entire Work for the purposes for which it was planned, designed and built, thus commences the Correction Period. The OWNER shall not be deemed to have accepted the Work until Initiation of Operation.

SC-1.01A.58 Modification - (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, or (c) a Field Order. A modification may be issued after the Effective Date of the Agreement.

SC-1.01A.62 Preoperational Testing (Check-Out-Testing) - All field inspections, installation checks, water tests, performance tests, and necessary corrections required of the

CONTRACTOR as a condition or conditions to achieving Substantial Completion to demonstrate to the OWNER and ENGINEER that individual components of the Work have been properly constructed and operate in accordance with the Contract Documents for their intended purposes.

SC-1.01A.63 Start-Up Testing (Demonstration Testing) - A predefined trial period required as a condition to Initiation of Operation during which CONTRACTOR is to operate the entire Work (or any part thereof agreed to by the OWNER) under actual and simulated operating conditions for the purpose (i) of making such minor adjustments and changes to the Work as may be necessary for the Work to comply with the Contract Documents and (ii) of complying with the final test requirements in the Contract Documents."

SC-2.02 Modify paragraph 2.02A of the General Conditions:

- A. After the Agreement has been executed, the Engineer will furnish the CONTRACTOR five (5) complete sets of Contract Documents. Copies of bond documents shall be attached to each complete set of Contract documents.

SC-2.03 Delete paragraph 2.03 of the General Conditions in its entirety and insert the following in its place.

- A. A "Notice to Proceed" may be given to the Contractor at any time after the Effective date of the Agreement. The Contract Time will commence to run on the day indicated in the Notice to Proceed. In no event will the Contract Time commence to run later than the sixtieth (60th) day after the Effective Date of the Agreement, except as extended in accordance with the Contract documents.

SC-2.05 Add the following immediately after subparagraph 2.05A.3 of the Standard General Conditions:

- 4. The submittals required in subparagraphs 1, 2 and 3 shall be as specified in Section 01310, 01340 and 01370, respectively.

SC-3.01 Add the following immediately after paragraph 3.01C of the Standard General Conditions:

- D. When measurements are affected by conditions already established or where items are to be fitted into construction conditions, it shall be the CONTRACTOR's responsibility to verify all such dimensions at the site and the actual job dimensions shall take precedence over scale and figure dimensions on the Drawings.
- E. The CONTRACTOR shall carefully study and compare all Drawings, Specifications and other instructions; shall test all figures on the Drawings before laying out the Work; shall notify the ENGINEER of

all errors, inconsistencies, or omissions which he may discover; and obtain specific instructions before proceeding with the Work. The CONTRACTOR shall not take advantage of any apparent error or omissions which may be found in the Drawings or Specifications, and the ENGINEER shall be entitled to make such corrections therein and interpretations thereof as may be deemed necessary for the fulfillment of their intent. The CONTRACTOR shall be responsible for all errors in construction which could have been avoided by such examination and notification and shall correct, at its own expense, all Work improperly constructed through failure to notify the ENGINEER and request specific instructions.

SC-3.03 Add the following immediately after paragraph 3.03B of the Standard General Conditions:

C. Order of Precedence of Contract Documents:

1. In resolving differences resulting from conflicts, errors or discrepancies in any of the following Contract Documents, the order of precedence shall be as follows:
 - a. Permits
 - b. Change Orders
 - c. Contract Agreement
 - d. Specification
 - e. Drawings
2. Within the Specifications, the order of precedence is as follows:
 - a. Addenda
 - b. Notice to Bidders
 - c. Instructions to Bidders
 - d. Supplementary General Conditions
 - e. General Conditions
 - f. Division 1, General Requirements
 - g. Technical Specifications
 - h. Referenced Standard Specifications
3. With reference to the Drawings, the order of precedence for each item "3.a." through "d." is as follows:
 - a. Figures govern over Scaled Dimensions
 - b. Detail Drawings govern over General Drawings
 - c. Change Order Drawings govern over Contract Drawings
 - d. Contract Drawings Govern over Standard or Shop Drawings

- SC-4.02 Delete paragraphs 4.02.A and 4.02.B in their entirety and insert the following:
- A. No reports of explorations or tests of subsurface conditions at or contiguous to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner.
- SC-4.03 Change the first sentence "Contractor shall promptly". Add "The CONTRACTOR shall, within three (3) days, after becoming aware thereof..."
- SC-4.06 Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:
- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.
- B. Not Used.
- SC-4.06 Add a new paragraph immediately after paragraph 4.06 I. of the Standard General Conditions which is to read as following:
- J. No claim of the CONTRACTOR under paragraphs 4.02, 4.04 and 4.06 shall be allowed unless, (1) the CONTRACTOR has given the notice required in sub-paragraph 4.06D, and (2) within thirty (30) days (but before final payment) after the CONTRACTOR has given written notice, the CONTRACTOR submits to the OWNER a detailed claim setting forth the CONTRACTOR's right to an increase in the Contract Price or extension of the Contract Time as provided in Articles 11 and 12 of the Standard General Conditions.
- SC-5.01 Add a new paragraph immediately after paragraph 5.01 B. Of the Standard General Conditions which is to read as follows:
1. The following requirements shall be met by all surety companies furnishing bid, performance, payment or other type of Bonds:
- a. The Surety shall be rated as "A" or better as to General Policyholders Rating and Class X or better as to Financial Category by Best's Key Rating Guide, published by Alfred M. Best Company, Inc., 75 Fulton Street, New York, New York, 10038.
- All Surety Companies are subject to approval and may be rejected by the OWNER without cause.
2. Limitations: Bonding limits or bonding capacity refers to the limit or amount of Bond acceptable on any one (1) risk.

- a. The bonding limit of the Surety shall not exceed ten percent (10%) of the policyholder surplus (capital and surplus) as listed by the aforementioned Best's Key Rating Guide, on any one risk (penalty or amount of any one bond).

3. Requirements:

- a. Policyholders surplus is required to be five (5) times the amount of any one bond.

SC-5.01 Add a new paragraph immediately after paragraph 5.01C of the Standard General Conditions which read as follows:

- C. Contractor shall pay Owner all losses, damages, expenses, costs, and attorney's fees, including but not limited to any appellate proceedings, which the Owner sustains because of default by the Contractor under the contract.

SC-5.04 Add the following new paragraph immediately after Paragraph 5.04.B:

- C. The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers Compensation and related coverages under Paragraphs 5.04.A.1 and A.2 of the General Conditions:

- | | |
|--|----------------|
| a. State: | Statutory |
| b. Applicable Federal
(e.g., Longshoreman's): | Statutory |
| c. Employer's Liability: | \$1,000,000.00 |

2. Contractor's General Liability under Paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of the Contractor:

- | | |
|---|----------------|
| a. General Aggregate | \$1,000,000.00 |
| b. Products-Completed
Operations Aggregate | N/A |
| c. Personal and Advertising
Injury | \$1,000,000.00 |

- d. Each Occurrence
(Bodily Injury and
Property Damage) \$1,000,000.00
- e. Property Damage liability insurance will provide Explosion,
Collapse, and Under-ground coverages where applicable.
- f. Excess or Umbrella Liability
 - ☒ General Aggregate \$1,000,000.00
 - ☒ Each Occurrence \$500,000.00

3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:

SC-5.04A In the case of a conflict between paragraph 5.04A of Section 00700 and one or more of the provisions of Section 00800A, the provisions of 00800A shall prevail.

SC-5.06A Delete paragraph 5.06 of the Standard General Conditions in its entirety and insert the following in its place:

- A. CONTRACTOR shall purchase and maintain property insurance upon the Work at the site in the amount of the full replacement cost thereof . This insurance shall:
 - 1. Include the interests of OWNER, CONTRACTOR, SUBCONTRACTORS, ENGINEER, and the officers directors, partners, employees, agents and other consultants and subcontractors of any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or loss payee;
 - 2. Be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, false work and materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, hurricanes, flood, tornadoes, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils as may be specifically required by the Supplementary Conditions.
 - 3. Include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. Cover materials and equipment stored at the site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
5. Allow for partial utilization of the Work by Owner;
6. Include testing and startup;
7. Be maintained in effect until the later of the two; Initiation of Operation or Final Completion, unless otherwise agreed to in writing by OWNER, CONTRACTOR and ENGINEER with thirty (30) days written notice to each other additional insured to whom a certificate of insurance has been issued.
8. Comply with the requirements of Paragraph 5.06.C of the General Conditions.

The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with this paragraph 5.06 shall comply with the requirements of Section 00800A.

SC-5.06B Delete paragraph 5.06B of the Standard General Conditions in its entirety.

SC-5.06E Delete paragraph 5.06E of the Standard General Conditions in its entirety.

SC-5.10 Delete paragraph 5.10 of the Standard General Conditions in its entirety and insert the following in its place:

- A. The CONTRACTOR shall maintain all insurance as required in Paragraph 5.06A for the Work and allow OWNER to occupy or use a portion or portions of the Work prior to Substantial Completion. CONTRACTOR shall make appropriate provisions with insurers providing the proper endorsements, if required. The property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

SC-6.02 Add the following sub-paragraphs immediately after paragraph 6.02B of the Standard General Conditions which are to read as follow:

- C. Except as restricted by local ordinance, maintenance work may be performed during hours other than regular working hours. Regular working hours are defined as daylight hours between one-half hours

after sunrise to one-half hour before sunset but not more than ten (10) hours per day fifty (50) hours per week during weekdays. Requests to Work during other than regular working hours must be submitted to the OWNER at least seventy-two (72) hours in advance of the period proposed for such irregular working hours and shall set forth the proposed schedule for such hours to give the OWNER ample time to arrange for its personnel to be at the site of the Work.

- D. The OWNER will pay for charges of ENGINEER and construction observation performed during regular working hours. The CONTRACTOR shall pay for additional engineering and construction observations charges required during irregular hours which may be authorized under the provisions of paragraph SC-6.02C. The rate paid to the OWNER by the CONTRACTOR for additional engineering and construction observation changes shall be in accordance with the existing Contract between the OWNER and ENGINEER.
- E. The CONTRACTOR shall also pay for the costs of additional engineering charges and construction observation required during the correction of defective Work. Such additional costs incurred during irregular working hours and during the correction of defective Work, shall be a subsidiary obligation of the CONTRACTOR and no extra payment shall be made by the OWNER on account of such Work.

SC-6.06 Add a new paragraph immediately after Paragraph 6.06.G:

- H. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by a particular Subcontractor or Supplier.

SC-6.08 Add the following to the end of paragraph 6.08 in the Standard General Conditions:

- B. "The OWNER, prior to the advertisement of the Project, has applied for or has secured permits and/or licenses for the Project as described in "Location, Scope and Special Requirements."

SC-6.11 Add new sub-paragraphs immediately after paragraph 6.11A.3 of the Standard General Conditions which are to read as follows:

- A. Use of OWNER's property by the CONTRACTOR for storage of materials and equipment shall be permitted upon mutual agreement of the OWNER and CONTRACTOR.

- B. Use of the OWNER's existing washrooms, lavatories, sanitary facilities or plumbing fixtures by the CONTRACTOR or any of its employees or Subcontractors will not be permitted.

SC-6.13 The CONTRACTOR's obligations under paragraph 6.13 of the Standard General Conditions shall continue after the date of Substantial Completion until the Initiation of Operation.

Add the following paragraph after paragraph 6.13F of the Standard General Conditions:

- G. "The CONTRACTOR shall be completely responsible for any tanks, wet wells or similar structures that may become buoyant during the construction and modification operations due to the ground water or floods and before the structure is put into operation. If there is any possibility of buoyancy of a structure, the CONTRACTOR shall take the necessary steps to prevent its buoyancy either by increasing the structures weight, by filling it with approved material or other acceptable methods. The proposed final structures have been designed against buoyancy; however, during various construction stages, methods employed by the CONTRACTOR and other conditions which may affect the buoyancy, the CONTRACTOR shall take the necessary precautions against buoyancy. Damage to any structures due to floating or flooding shall be repaired or the structures replaced at the CONTRACTOR's expense."

SC-6.17 Add the following paragraph after 6.17D.3 in the Standard General Conditions:

- 4. Shop Drawings and other submittal data shall be reviewed by the ENGINEER for each original submittal and first resubmittal; thereafter, the CONTRACTOR shall reimburse OWNER for services rendered by ENGINEER for review time of subsequent resubmittals.

SC-6.19 Add the following after paragraph 6.19C.

- D. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Agreement 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 Agreement conform to the standards required by this Contract.

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

- E. Additional Warranties – Contractor further expressly warrants the manufacturer must provide a one (1) year Warranty on equipment from date of final project completion. This shall cover 100% of all component failures due to defects in workmanship or repeated use. Routine maintenance is not included. Warranty claims shall be handled by manufacturer or distributor. This is a minimum acceptable warranty. Warranty will be considered in bid award.

SC-6.20A Add the following at the end of paragraph 6.20A of the Standard General Conditions:

In the event of a conflict between this paragraph and other provisions of the Contract Documents, this paragraph shall control.

SC-7.02 Delete paragraph 7.02 of the Standard General Conditions in its entirety and insert the following in its place:

- 7.02 A. The parties expressly acknowledge that when the Work is to be done in conjunction with other contractors:
1. The CONTRACTOR shall cooperate with all other contractors who may be performing Work on behalf of the OWNER in the vicinity of the Work to be done under this contract, and he shall conduct his operation as to interfere to the least possible extent with the Work of such contractor.
 2. The CONTRACTOR shall promptly make good, at its own expense, any injury or damage that may be caused by it to other contractors, employees or subcontractors or suppliers thereof.
 3. Any difference or conflict which may arise between the CONTRACTOR and other contractors in regard to their respective Work shall be adjusted and determined by the OWNER.
 4. If the Work is delayed because of any acts of omissions of any other contractor, the CONTRACTOR shall have no claim against the OWNER on that account.

SC-8.06 Delete paragraph 8.06 of the Standard General Conditions in its entirety.

SC-10.01 Delete paragraph 10.01 A of the Standard General Conditions in its entirety and insert the following in its place:

- A. Without invalidating the Agreement, and without notice to any Surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. The CONTRACTOR shall not proceed with any Change Order until the OWNER and Engineer have signed and delivered to the CONTRACTOR the written Change Order. Upon receipt of a Change Order, CONTRACTOR shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12 on the basis of a claim made by either party.

SC-12.01.C.2. Delete 12.01.C.2. in its entirety and insert the following as Paragraph 12.01.C.2:

2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work;
- a. for cost incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall not exceed 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall not exceed five percent;
 - c. for increases in the Contract Price, if Owner pursuant to Paragraph 11.01.A.3, requests Contractor to obtain competitive bids from subcontractors and the subcontractor bids are on the basis of Cost of Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, will be paid a fee not to exceed 10 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and Contractor will be paid a fee not to exceed five percent of the subcontractor's Cost of Work. Contractor shall not be paid a contractor's fee for multiple tiers of subcontracts.
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

SC-12.03 Paragraph 12.03B is hereby revised to provide equitable adjustment in contract time only; not contract price.

SC-13.03 Delete Paragraph 13.03B and sub-paragraphs 1, 2 and 3 in their entirety and insert the following:

- B. Payment of testing and testing laboratory services is specified in Section 01410, Testing and Laboratory Services for inspections and tests required by the Contract Documents. CONTRACTOR shall pay for inspections, tests or approvals covered by paragraph 13.03C. Costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04B shall be paid as provided in said paragraph 13.04C.

SC-13.04 Amend paragraph 13.04C of the Standard General Conditions to read as follows:

“...replacement of Work of others), and any additional expenses experienced by OWNER due to delays to other contractors, an appropriate deductive Change Order shall be issued. The CONTRACTOR shall further bear the responsibility for maintaining the schedule and will be excluded from a time extension and the recovery of delay damages due to the uncovering. If, the parties...”

SC-13.06 Add the following new paragraph immediately after paragraph 13.06B of the Standard General Conditions:

- C. CONTRACTOR warrants and guarantees to OWNER and ENGINEER that all Work will be in accordance with the Contract Documents and will not be defective. The CONTRACTOR shall not be entitled to an extension of Contract Time for correcting or removing defective Work.

SC-13.07 Add the following new sub-paragraph immediately after sub-paragraph 13.07A.4:

- 5. When deemed necessary by OWNER, CONTRACTOR shall furnish and install at no cost to OWNER, such temporary equipment and material necessary to maintain functionality of the Work while defective Work is being corrected or replaced.

Add the following new paragraphs immediately after paragraph 13.07E:

- F. Subject to adjustments as described in sub-paragraph 13.07G, the period during which the CONTRACTOR must correct defective

Work or remove it from the site and replace it with non-defective Work, all at no cost to the OWNER (the "Correction Period"), shall be no more than one (1) year. If the date of Substantial Completion is not the same date as Initiation of Operation, such Correction Period shall commence upon Initiation of Operation, not upon the date of Substantial Completion. In such cases, the time between Substantial Completion and Initiation of Operation shall not exceed one hundred (100) days.

- G. No later than thirty (30) days before Initiation of Operation the OWNER shall notify the CONTRACTOR in writing of the date upon which Initiation of Operation is expected to occur, and the CONTRACTOR shall ensure that the Work is ready in its entirety by such date for use by the OWNER as contemplated in the Contract Documents.
- H. From the date of Substantial Completion until Initiation of Operation, the CONTRACTOR shall bear all risks of injury, loss, or damage to any part of the Work arising from the elements or from any other cause. The CONTRACTOR shall rebuild, repair, restore, and make good at no cost to the OWNER, all injuries, losses, or damage to any portion of the Work occasioned by any cause and shall, at no expense to the OWNER, provide suitable drainage and erect such temporary structures and take all other actions as are necessary for the protection of the Work. Suspension of the Work or the granting of an extension of the Contract Time for any cause shall not relieve the CONTRACTOR of its responsibility for the Work as herein specified. The CONTRACTOR's responsibilities under this paragraph 13.07 are in addition to, not in lieu of, all other obligations imposed by these Contract Documents.
- I. At the OWNER's sole option, the Correction Period may be extended or shortened. The Contract Price shall be adjusted accordingly as provided in paragraphs 11 and 12 of the Standard General Conditions.

SC-14.02.A.1 Add the following sentence to end of paragraph 14.02 A.1:

Payment to Contractor for stored materials shall be the Owner's option and at the Owner's sole discretion.

SC-14.02 Add the new sub-paragraph immediately after sub-paragraph 14.02A.3:

- 4. Each monthly Application for Payment shall incorporate the corresponding "Monthly Progress Status Report" prepared per the requirements of Section 01310: Progress Schedules.

SC-14.02.C.1 This section is hereby deleted. The requirements of Florida Statute 218.735(a) of the Florida Prompt Payment Act shall apply.

SC-14.04.A Delete paragraph 14.04.A in its entirety and insert the following in its place:

- A. After all requirements of Section 01700: Contract Closeout have been met with respect to Substantial Completion, and when the CONTRACTOR considers the entire Work ready for its intended use, CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion.

SC-15.01 Add a new subparagraph immediately after paragraph 15.01A of the Standard General Conditions to read as follows:

1. Notwithstanding this paragraph 15.01A, if the OWNER stops Work under paragraph 13.05 or suspends the CONTRACTOR's services under paragraph 13.09 of the Standard General Conditions, or suspends the Work or any portion thereof because of the CONTRACTOR's failure to prosecute the Work without endangering persons and property, the CONTRACTOR shall not be entitled to an extension of Contract Time or increase in Contract Price.

SC-16 Delete Article 16 and all other references to "Dispute Resolution Agreement" in the Standard General Conditions. Disputes between OWNER and CONTRACTOR shall be arbitrated only if and to the extent agreed to by the parties at the time each dispute arises. The CONTRACTOR shall carry on the Work and maintain the progress schedule during any dispute, regardless of how resolved, unless otherwise mutually agreed in writing. Venue for any litigation, at law or equity or arbitration, shall lie exclusively in the place of Volusia County, Florida. This Contract, or any provision hereof, shall be construed and interpreted, and any litigation arising there from, shall be governed by the laws of the State of Florida.

SC-17.06 Add the following paragraph immediately after paragraph 17.05 of the General Conditions which are to read as follows:

- 17.06 The form of all submittals, notices, change orders and other documents permitted or required to be used or transmitted under the Contract Documents shall be determined by the ENGINEER. The forms for Notice to Proceed, Notice of Award and others, which the ENGINEER may use are contained in the subsequent pages of these Supplementary Conditions.

SC-17-07 Add the following new paragraph immediately after Paragraph 17.06:

- A. *Public Records Compliance.* Contractor shall comply with public

records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

- (a) Keep and maintain public records required by the City to perform the service.
- (b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.
- (d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

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

END OF SECTION

End of Solicitation Documents



CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

"Attachment A" BID SET – Drawings & Specifications

WRF SLUDGE TRAILER STORAGE LOT

You can find on City of Port Orange website. See link for attachment of documents:

<https://www.port-orange.org/bids.aspx>

"Attachment A" ITB 19-26 Bid Set - Drawings and Specifications for WRF SLUDGE TRAILER STORAGE LOT"



ITB #19-26

City of Port Orange Purchasing Division

Prepared by: David Van Valkenburgh, Purchasing Agent

Release Date: October 29, 2019

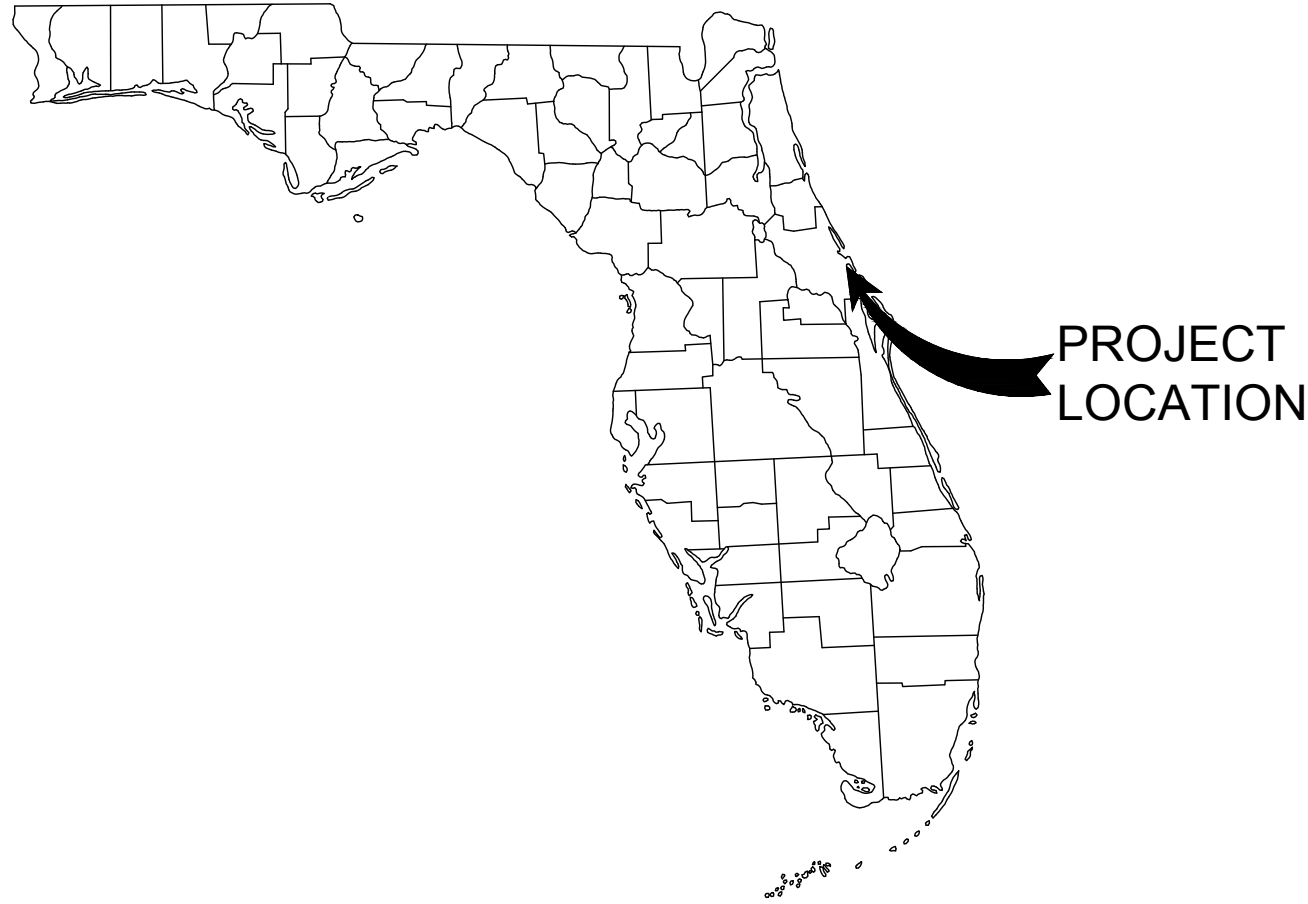
Bid Due Date and Time: December 5, 2019 at 2:30 P.M.

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

purchdiv@port-orange.org
www.port-orange.org

K:\V08_Utilities\Shit_Water\Ocala\Utilities\Port Orange\Projects\142325007 - Port Orange WRF Drying Bed\CAD\PlanSheet\G-01 COVER SHEET.dwg, Layout:G-01 COVER SHEET May 10, 2019 Brook Jones
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This document, together with the concepts and designs presented herein, is an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



CITY OF PORT ORANGE, FLORIDA SLUDGE DRYING BED MODIFICATION

VOLUSIA COUNTY, FLORIDA

SECTION 4
TOWNSHIP 16 SOUTH, RANGE 33 EAST

APRIL 2019

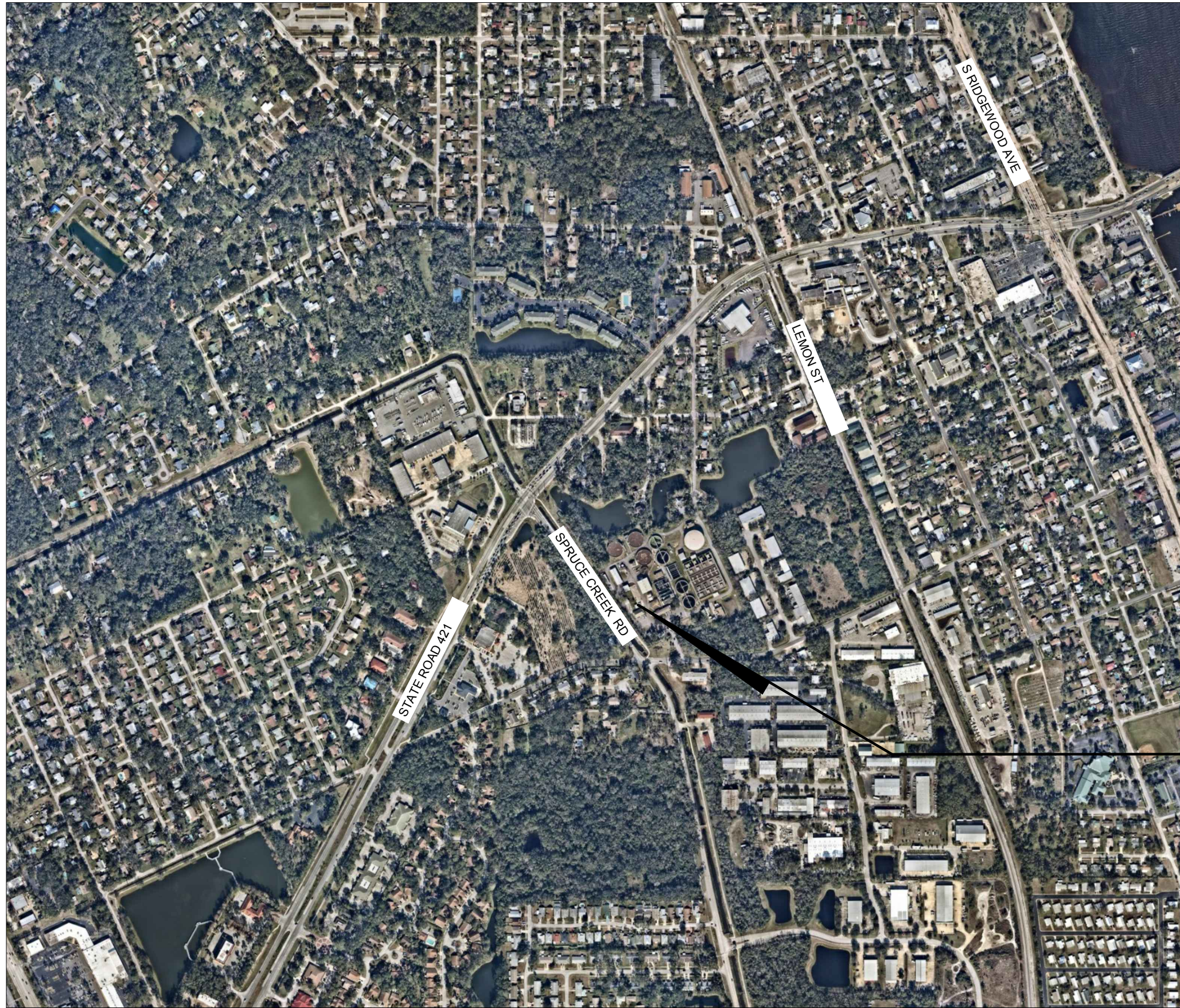
PROJECT OWNER AND CONSULTANTS

OWNER/APPLICANT:
CITY OF PORT ORANGE
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
PHONE: (386) 506-5500

CIVIL ENGINEERING CONSULTANT:
KIMLEY-HORN AND ASSOCIATES, INC.
1823 SE FORT KING STREET, SUITE 200
OCALA, FLORIDA 34471
(352) 438-3000

UTILITY CONTACT LISTING

RECLAIMED WATER PRODUCTION MANAGER
CHRIS WALL
(386) 506-5787



DRAWING INDEX

- G-01 COVER SHEET
- G-02 GENERAL NOTES
- C-01 DEMOLITION PLAN
- C-02 SLUDGE DRYING BED MODIFICATIONS
- D-01 DETAIL SHEET 1 OF 2
- D-02 DETAIL SHEET 2 OF 2
- S-01 STRUCTURAL NOTES
- S-02 STRUCTURAL DETAILS

PROJECT LOCATION

817 OAK ST
PORT ORANGE, FL 32127

BID SET

CALL 2 BUSINESS
DAYS BEFORE
YOU DIG
IT'S THE LAW!
DIAL 811

Know what's below.
Call before you dig.

SUNSHINE STATE ONE CALL OF FLORIDA, INC.

SHEET NUMBER		G-01		SLUDGE DRYING BED MODIFICATION PREPARED FOR		CITY OF PORT ORANGE		FLORIDA		COVER SHEET		KHA PROJECT 142325007		LICENSED PROFESSIONAL		Kimley»»Horn		© 2018, KIMLEY-HORN AND ASSOCIATES, INC. 101 EAST SILVER SPRINGS BLVD, SUITE 400, OCALA, FL 34470 PHONE: 352-438-3000 WWW.KIMLEY-HORN.COM CA 00000696		No.		REVISIONS		DATE		BY					
												DATE MAY 2019		MALCOLM L. BRYANT, P.E.																	
												SCALE AS SHOWN																			
												DESIGNED BY KHA		FLORIDA LICENSE NUMBER 65582																	
												DRAWN BY BAJ																			
												CHECKED BY MLB		DATE:																	

This document, together with the concepts and designs presented herein, is an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

GENERAL NOTES

1.

THESE PLANS ARE SOLELY TO ASSIST THE CONTRACTOR IN ASSESSING THE NATURE AND EXTENT OF THE EXISTING CONDITIONS WHICH MAY BE ENCOUNTERED DURING THE COURSE OF WORK. CONTRACTORS ARE DIRECTED, PRIOR TO BIDDING, TO CONDUCT ANY INVESTIGATION NECESSARY TO DETERMINE THE ACTUAL CONDITIONS THAT WILL BE ENCOUNTERED.
2.

LOCATION, ELEVATIONS, AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES ARE SHOWN TO THE BEST INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS BUT DO NOT PURPORT TO BE ABSOLUTELY CORRECT. THE CONTRACTOR SHALL VERIFY, PRIOR TO CONSTRUCTION, THE LOCATIONS, ELEVATIONS, AND DIMENSIONS OF ALL EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES (WHETHER OR NOT SHOWN ON THE PLANS) AFFECTING HIS WORK.
3.

THE CONTRACTOR SHALL REVIEW AND VERIFY ALL DIMENSIONS ON THE PLANS AND REVIEW ALL FIELD CONDITIONS THAT MAY AFFECT CONSTRUCTION. SHOULD DISCREPANCIES OCCUR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER TO OBTAIN THE ENGINEERS CLARIFICATION BEFORE COMMENCING.
4.

THE CONTRACTOR SHALL PROTECT ALL EXISTING STRUCTURES, STORM DRAINS, SEWERS, UTILITIES, AND OTHER FACILITIES IN THE CONSTRUCTION AREA. THE CONTRACTOR SHALL REPAIR ANY DAMAGES DUE TO HIS CONSTRUCTION.
5.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE EXISTING DRAINAGE SYSTEM WITHIN THE LIMITS OF THE PROJECT AREA FOR THE DURATION OF THE PROJECT.
6.

THE CONTRACTOR SHALL PROVIDE THE OWNER AND ENGINEER WITH A DETAILED CONSTRUCTION PHASING PLAN FOR APPROVAL, PRIOR TO BEGINNING CONSTRUCTION.
7.

FIELD CONDITIONS MAY NECESSITATE ALIGNMENT AND GRADE DEVIATION OF THE PROPOSED IMPROVEMENTS TO AVOID CONFLICTS. NO ADDITIONAL PAYMENT SHALL BE MADE WITHOUT PRIOR APPROVAL OF THE OWNER AND ENGINEER.
8.

ALL PROPOSED WORK SHALL BE COORDINATED WITH WASTEWATER TREATMENT PLANT PERSONNEL AND CITY OF PORT ORANGE AT LEAST TWO WEEKS IN ADVANCE OF PROPOSED CONSTRUCTION.
9.

THE CONTRACTOR SHALL FURNISH SHOP DRAWINGS TO THE ENGINEER FOR REVIEW OF ALL PIPE CONNECTIONS, TRANSITIONS, AND SPECIAL APPURTENANCES PRIOR TO FABRICATION OR DELIVERY TO THE JOB SITE.
10.

CONNECTIONS TO EXISTING FACILITIES SHALL BE ACCOMPLISHED IN A NEAT WORKMANLIKE MANNER, WHEN FIELD CONDITIONS INDICATE ANY VARIANCE FROM DETAILED METHODS. THE CONTRACTOR SHALL PROVIDE COMPREHENSIVE AND DETAILED DRAWINGS FOR OWNER REVIEW AND APPROVAL PRIOR TO MAKING THE CONNECTIONS.
11.

UNLESS OTHERWISE INDICATED OR APPROVED, ALL BELOW GROUND PVC PIPE SHALL HAVE PUSH-ON JOINTS.
12.

ALL PIPELINES SHALL HAVE A MINIMUM COVER OF 36" BELOW EXISTING GRADE UNLESS OTHERWISE NOTED OR DIRECTED.
13.

WATER SHALL NOT BE PERMITTED IN BUILDING EXCAVATIONS OR TRENCHES DURING CONSTRUCTION. DEWATERING IS REQUIRED TO A MINIMUM OF 18" BELOW BOTTOM OF EXCAVATION.
14.

THE CONTRACTOR SHALL NOT ALLOW ANY DISCHARGE OF WASTEWATER TO LANDS AND/OR ADJACENT WATER BODIES OR STORM DRAINS. ANY LEAKAGE MUST BE CONTAINED AND REMOVED AND PROPERLY DISPOSED OF BY THE CONTRACTOR.

15.

ALL NEW PIPELINES SHALL BE FLUSHED, TESTED, AND APPROVED PRIOR TO TIE-INS TO EXISTING FACILITIES. THE CONTRACTOR WILL BE ALLOWED TO USE TEMPORARY PLUGS FOR TESTING.
16.

CONTRACTOR SHALL MAINTAIN A CLEAR PATH FOR ALL SURFACE WATER DRAINAGE STRUCTURES AND DITCHES DURING ALL PHASES OF CONSTRUCTION. THE CONTRACTOR SHALL BE REQUIRED TO INSTALL ALL EROSION, SEDIMENT, AND TURBIDITY CONTROL MEASURES PRIOR TO CONSTRUCTION OF ANY COMPONENTS ASSOCIATED WITH THE PROJECT. SEDIMENT CONTROL INCLUDES SILT DAMS, TRAPS, EROSION PROTECTION, AND ANY OTHER APPURTENANCES NEEDED BUT NOT NECESSARILY SHOWN ON THESE DRAWINGS.
17.

CONTRACTOR SHALL PROVIDE PROTECTIVE MATTING, FUEL CONTAINMENT AND ALL OTHER MATERIALS, EQUIPMENT AND LABOR TO PROTECT THE STAGING AREA DURING CONSTRUCTION.
18.

THE CONTRACTOR SHALL COORDINATE THE STAGING AREA WITH THE OWNER. IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE A SECURE AREA FOR THE STORAGE AND STAGING OF EQUIPMENT, INCLUDING BUT NOT LIMITED TO FENCING, GATES, AND ANY ADDITIONAL ITEMS THAT MAY BE NECESSARY TO SECURE THE AREA.
19.

SURVEY PERFORMED BY SLIGER & ASSOCIATES, INC., DATED DECEMBER 3, 2018, DOES NOT REPRESENT A COMPLETE BOUNDARY SURVEY.
20.

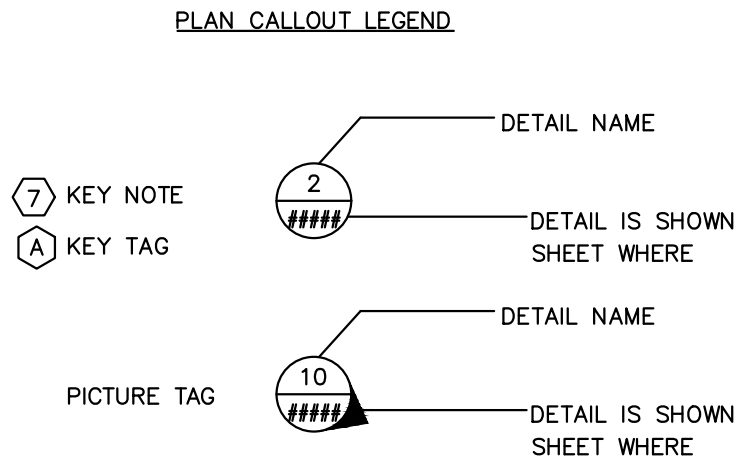
UNDERGROUND FOUNDATIONS, IF ANY, WERE NOT LOCATED AS PART OF THIS SURVEY.
21.

ELEVATIONS REFER TO NAVD 1988 DATUM.

BENCHMARK: FDOT #88

BENCHMARK LOCATION: HEADWALL AT SOUTHEAST CORNER OF DUNLAWTON AVENUE AND SPRUCE CREEK ROAD.
22.

HORIZONTAL DATUM: NAD 83 STATE PLANE GRID, FLORIDA SOUTH ZONE.



RESTORATION AND MISCELLANEOUS NOTES

1.

ALL RESTORATION WORK PERFORMED THROUGHOUT THE PROJECT SHALL CONFORM TO EXISTING LINES AND GRADES UNLESS OTHERWISE NOTED.
2.

THE CONTRACTOR SHALL REPLACE ALL EXISTING PAVING, STABILIZED EARTH, CURBS, SIDEWALKS, FENCES, LANDSCAPING, AND OTHER IMPROVEMENTS WITH THE SAME OR BETTER TYPE AND QUANTITY OF MATERIAL THAT WAS REMOVED DURING CONSTRUCTION OR AS DIRECTED BY THE ENGINEER.
3.

ALL EXISTING FENCES DISTURBED DURING CONSTRUCTION SHALL BE REPAIRED OR REPLACED AND REINSTALLED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER UNLESS SHOWN TO BE REMOVED ON CONSTRUCTION PLANS.
4.

ALL DISTURBED GRASSED AREAS SHALL BE RESTORED WITH THE SOD IN LIKE KIND UNLESS OTHERWISE DIRECTED BY OWNER. CONTRACTOR SHALL ROLL ALL SODDED AREAS.

UTILITY NOTES

1.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH THE FOLLOWING JURISDICTIONAL BODIES AND UTILITY COMPANIES:



CITY OF PORT ORANGE:
CHRIS WALL
(386) 506-5787

SLUDGE DRYING BED
MODIFICATION
PREPARED FOR

CITY OF PORT ORANGE

FLORIDA

SHEET NUMBER
G-02

LICENSED PROFESSIONAL
MALCOLM L. BRYANT, P.E.
FLORIDA LICENSE NUMBER
65582

DATE:
MAY 2019

KHA PROJECT
142325007

DATE
MAY 2019

SCALE AS SHOWN

DESIGNED BY KHA

DRAWN BY BAJ

CHECKED BY MLB

Kimley»Horn

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PHONE: 352-438-3000
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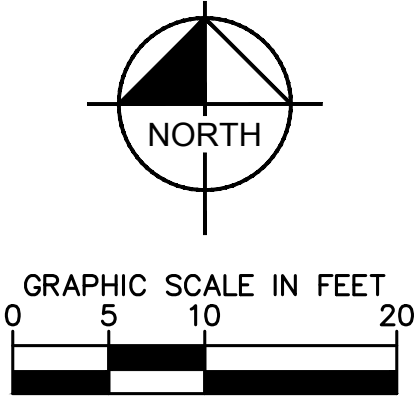
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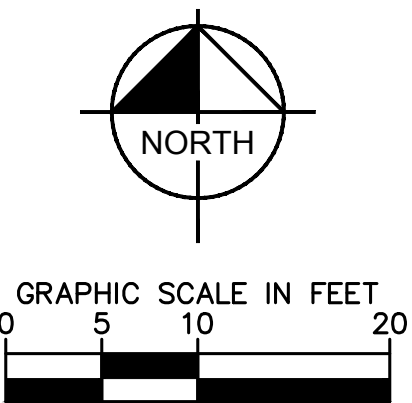
DATE

BY

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SHEET NUMBER C-01	SLUDGE DRYING BED MODIFICATION PREPARED FOR CITY OF PORT ORANGE FLORIDA	DEMOLITION PLAN	KHA PROJECT 142325007	LICENSED PROFESSIONAL	 © 2018, KIMLEY-HORN AND ASSOCIATES, INC. 101 EAST SILVER SPRINGS BLVD, SUITE 400, OCALA, FL 34470 PHONE: 352-438-3000 WWW.KIMLEY-HORN.COM CA 00000696																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																					
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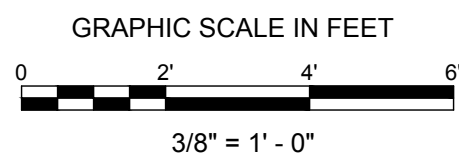
 ASPHALT PAVEMENT
 CONCRETE PAVEMENT
 SLUDGE DRYING BED CONCRETE

- NOTES:**
1. CONTRACTOR SHALL PATCH EXISTING ASPHALT TO TIE TO NEW CONCRETE SLAB. ASPHALT THICKNESS TO MATCH EXISTING

SHEET NUMBER C-02		SLUDGE DRYING BED MODIFICATION PREPARED FOR		SLUDGE DRYING BED MODIFICATIONS		KHA PROJECT 142325007 DATE MAY 2019 SCALE AS SHOWN DESIGNED BY KHA DRAWN BY BAJ CHECKED BY MLB DATE:		LICENSED PROFESSIONAL <u>MALCOLM L. BRYANT, P.E.</u> FLORIDA LICENSE NUMBER 65582		 © 2018, KIMLEY-HORN AND ASSOCIATES, INC. 101 EAST SPRING SPRINGS BLVD., SUITE 400, OCALA, FL 34470 PHONE: 352-438-3000 WWW.KIMLEY-HORN.COM CA 00006896		No. _____ REVISIONS _____ DATE _____ BY _____	
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1. THE GFS WEDGEWIRE STAINLESS STEEL SCREEN ASSEMBLIES SHALL BE PROVIDED BY GRAVITY FLOW SYSTEMS SOUTHWEST, INC. OR APPROVED EQUAL.
2. SCREEN INSTALLATION SHALL BE AS SHOWN AND PER THE MANUFACTURES RECOMMENDATIONS.



SLUDGE DRYING BED MODIFICATION

SHEET NUMBER
D-01

[illegible]

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PHONE: 352-438-3000
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LICENSED PROFESSIONAL

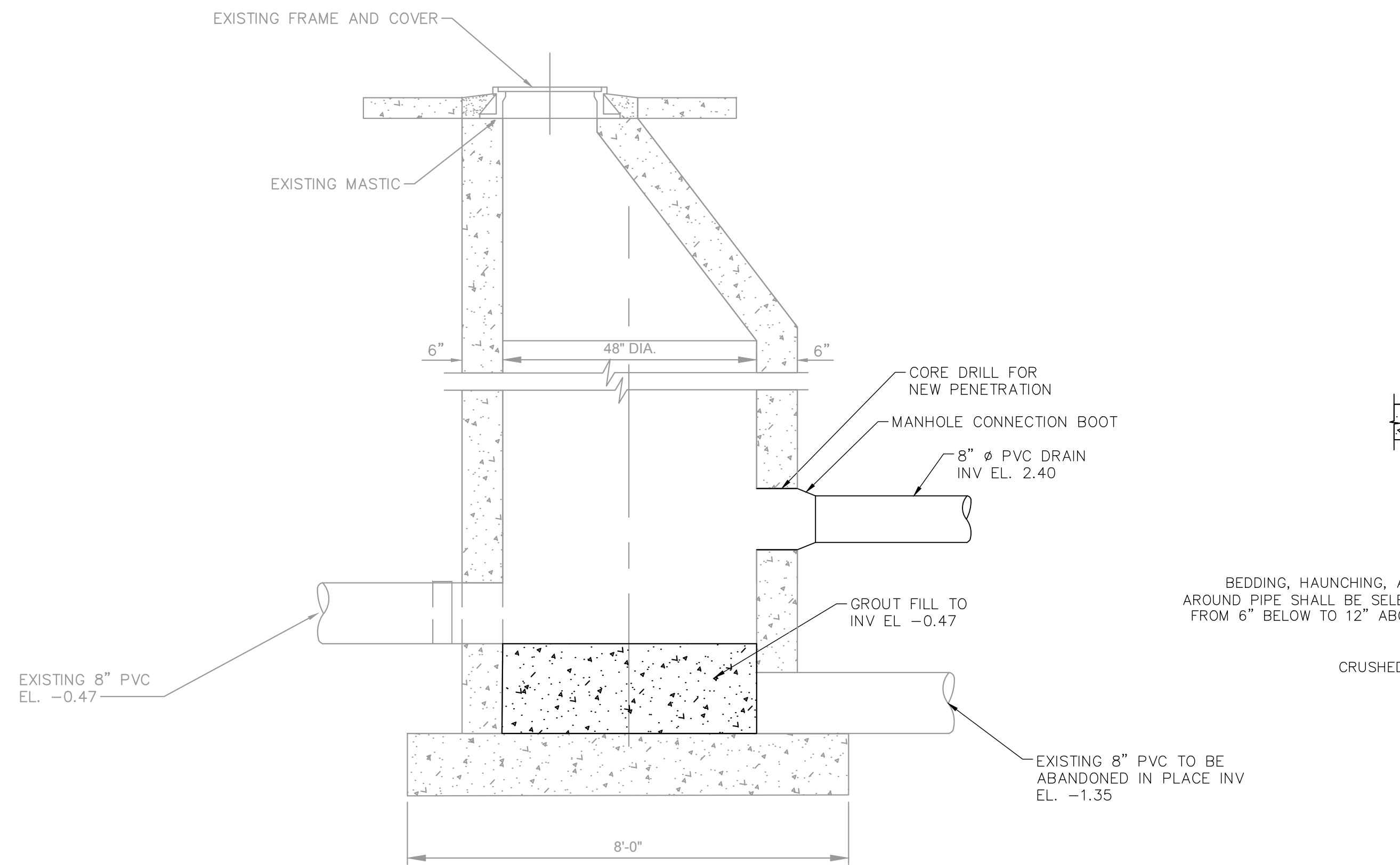
MALCOLM L. BRYANT, P.E.

A LICENSE NUMBER

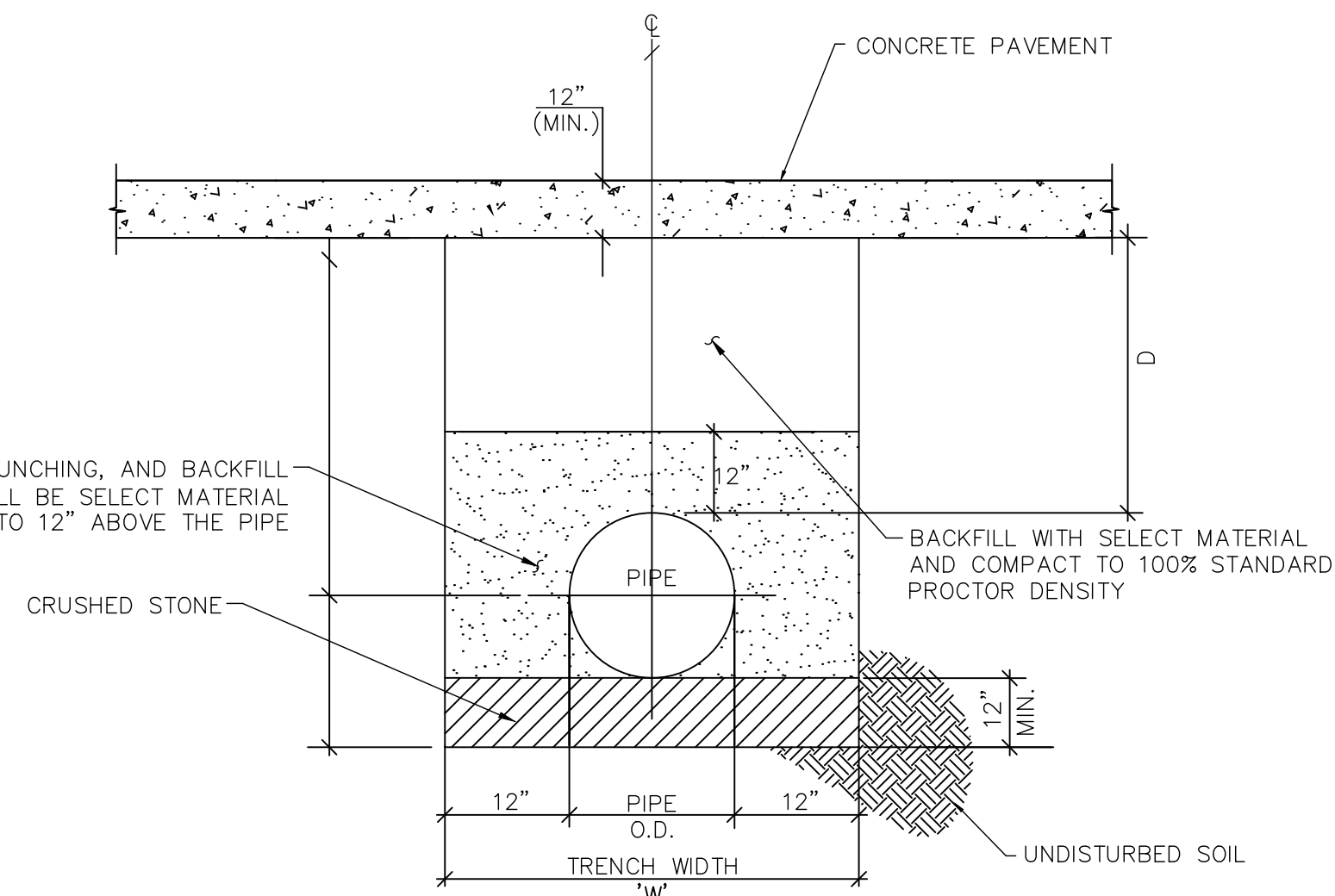
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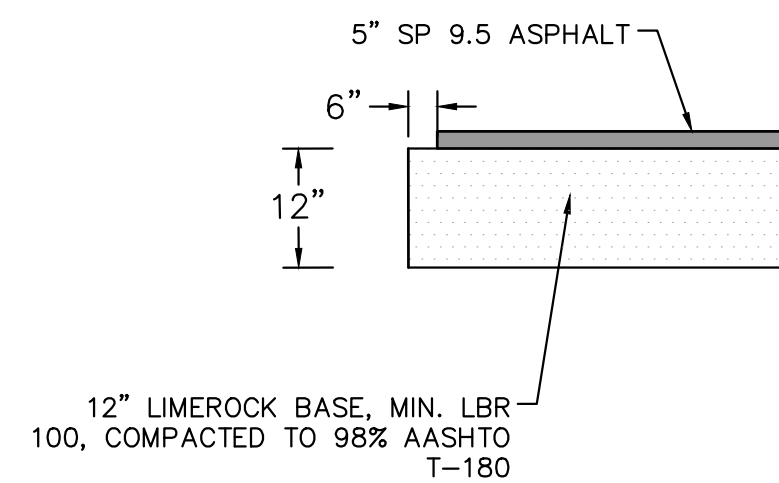
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5 DETAIL OF EXISTING MANHOLE
NTS



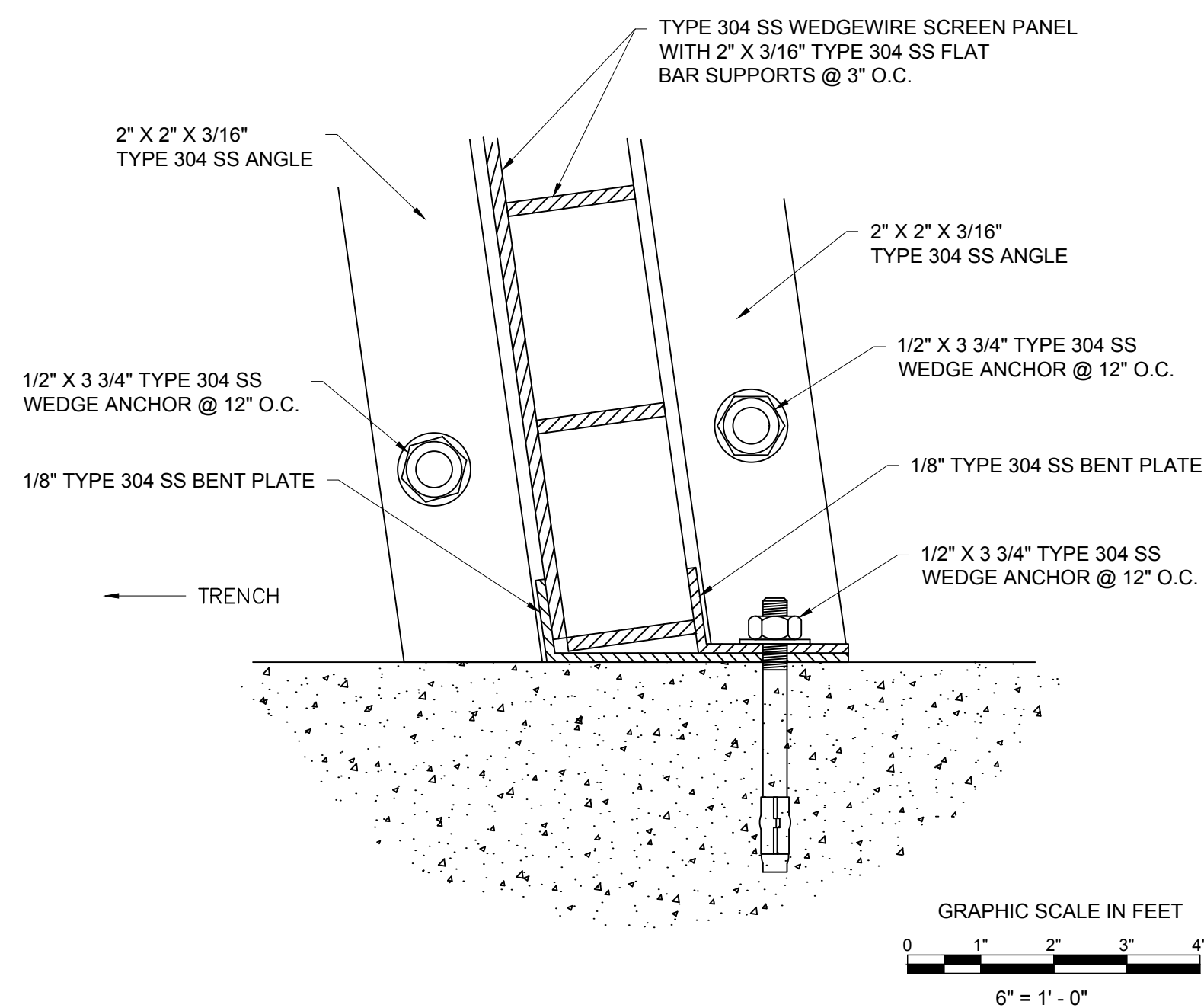
6 TRENCH DETAIL (CONCRETE PAVED AREA)
NTS



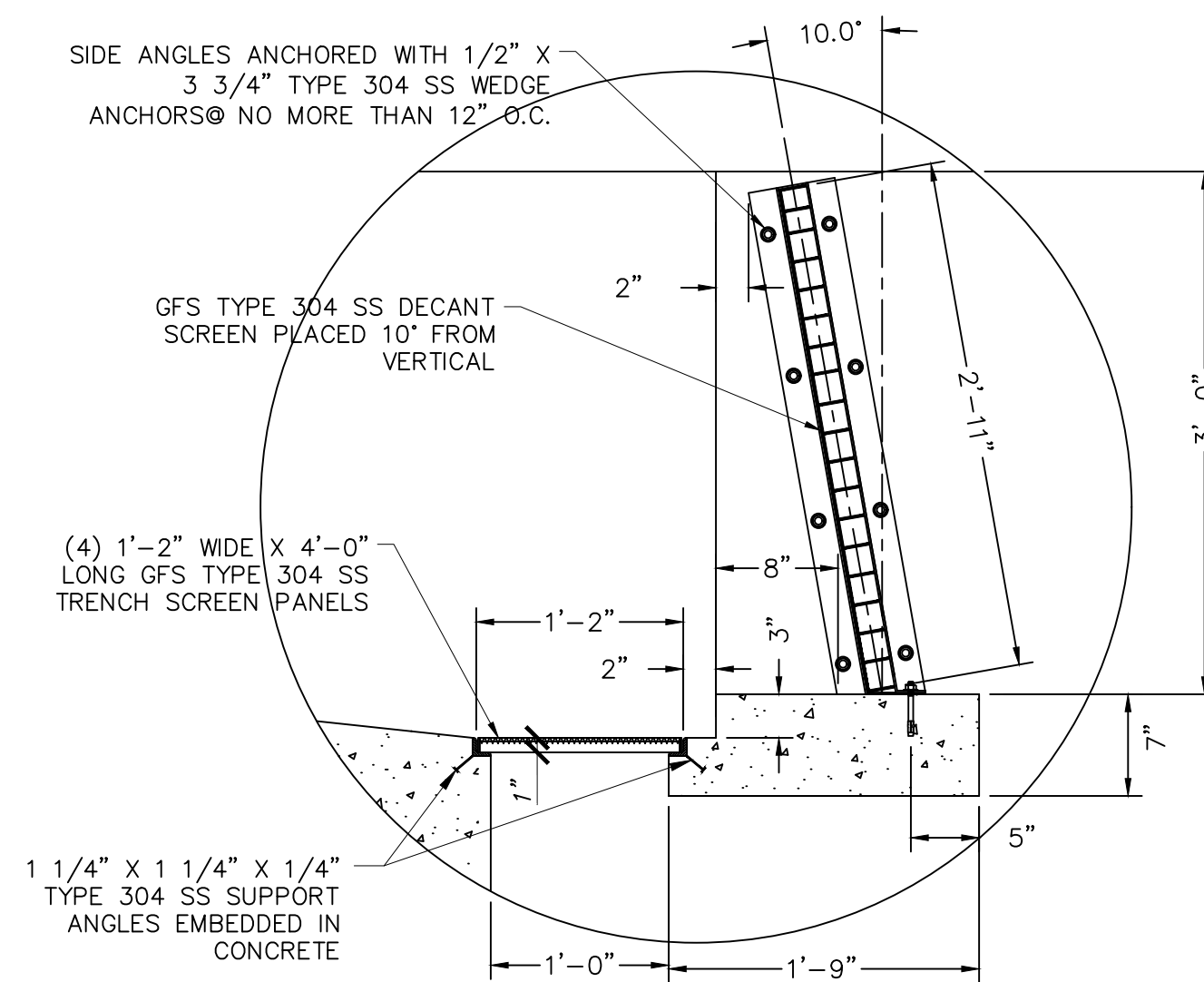
NOTE:

CONTRACTOR SHALL REMOVE ALL UNSUITABLE MATERIAL SUCH AS CLAY AND ROOTS.

7 NEW PAVEMENT DETAIL
NTS



8 SECTION DETAIL (LEFT WALL)
SCALE: 6" = 1'-0"



9 DETAIL
SCALE: 1" = 1'-0"

SHEET NUMBER	D-02
SLUDGE DRYING BED MODIFICATION PREPARED FOR	CITY OF PORT ORANGE
FLORIDA	
DETAIL SHEET	
2 OF 2	
KHA PROJECT 142325007	LICENSED PROFESSIONAL
DATE MAY 2019	MALCOLM L. BRYANT, P.E.
SCALE AS SHOWN	FLORIDA LICENSE NUMBER 65582
DESIGNED BY KHA	DATE:
DRAWN BY BAU	
CHECKED BY MLB	
	No.
	REVISIONS
	DATE
	BY

FOUNDATIONS

F-1 DESIGN ASSUMPTIONS:
A) ALLOWABLE BEARING PRESSURE: 2000 PSF

F-2 CONCRETE GENERAL NOTES APPLY TO FOUNDATIONS.

A-1 PROVIDE ANCHOR SYSTEMS OF STAINLESS STEEL MATERIALS.

A-2 PROVIDE ANTI-SEIZING COMPOUND WHERE STAINLESS STEEL RODS ARE USED WITH STAINLESS STEEL NUTS OF THE SAME TYPE.

A-3 PROVIDE SIZE, LENGTH, TYPE, AND CAPACITY REQUIRED TO CARRY DESIGN LOAD. ANCHOR CAPACITIES SHALL BE BASED ON DESIGN PROCEDURE REQUIRED IN THE APPLICABLE ICC EVALUATION SERVICE REPORT.

A-4 DETERMINE CAPACITY CONSIDERING REDUCTIONS DUE TO INSTALLATION AND INSPECTION PROCEDURES, EMBEDMENT LENGTH, STRENGTH OF BASE FASTENING MATERIALS, SPACING, AND EDGE DISTANCE, AS INDICATED IN THE MANUFACTURER'S DESIGN GUIDELINES. FOR CAPACITY DETERMINATION, CONCRETE SHALL BE ASSUMED TO BE IN THE CRACKED CONDITION.

A-5 PROVIDE MINIMUM EMBEDMENT DEPTH OF THE GREATER OF THE FOLLOWING: REQUIRED TO DEVELOP TENSILE STRENGTH OF ANCHOR, OR A MINIMUM EMBEDMENT OF 10 ANCHOR DIAMETERS; AND MINIMUM ANCHOR SPACING AND EDGE DISTANCE OF 12 ANCHOR DIAMETERS.

A-6 USE DESIGN LOAD RECOMMENDED BY EQUIPMENT MANUFACTURER. WHEN EQUIPMENT CAN BE FILLED WITH FLUID, USE LOADS THAT INCORPORATE EQUIPMENT LOAD AND LOAD IMPOSED BY FLUID.

A-7 ADHESIVE ANCHORS SHALL CONSIST OF THREADED RODS ANCHORED INTO HARDENED CONCRETE USING AN ADHESIVE SYSTEM. PROVIDE ONE OF THE FOLLOWING:

- a. HIT-RE 500-SD INJECTION EPOXY ADHESIVE ANCHORING SYSTEM, BY HILTI FASTENING SYSTEMS, INC.
- b. SET-XP EPOXY-TIE ADHESIVE, BY SIMPSON STRONG-TIE COMPANY, INC.
- c. OR EQUAL.

A-8 ADHESIVE SYSTEM SHALL USE TWO-COMPONENT ADHESIVE MIX.

A-9 EPOXY ADHESIVES SHALL COMPLY WITH PHYSICAL REQUIREMENTS OF ASTM C881/C881M, TYPE IV, GRADE 2 AND 3, CLASS A, B, AND C, EXCEPT GEL TIMES.

A-10 ADHESIVES SHALL HAVE A CURRENT EVALUATION REPORT BY ICC EVALUATION SERVICE FOR USE IN BOTH CRACKED AND UNCRACKED CONCRETE WITH SEISMIC RECOGNITION FOR SDC A THROUGH F AS TESTED AND ASSESSED IN ACCORDANCE WITH ICC-ES AC308.

A-11 COMPLY WITH MANUFACTURER'S WRITTEN INSTALLATION INSTRUCTIONS.

A-12 DRILL HOLES TO ADHESIVE SYSTEM MANUFACTURER'S RECOMMENDED DRILL BIT DIAMETER TO THE SPECIFIED DEPTH. DRILL HOLES IN HAMMERING AND ROTATION MODE WITH CARBIDE-TIPPED DRILL BITS THAT COMPLY WITH THE TOLERANCES OF ANSI B212.15. CORE-DRILLED HOLES ARE UNACCEPTABLE.

A-13 BEFORE SETTING ADHESIVE ANCHOR, HOLE SHALL BE MADE FREE OF DUST AND DEBRIS BY METHOD RECOMMENDED BY ADHESIVE ANCHOR SYSTEM MANUFACTURER. HOLE SHALL BE BRUSHED WITH ADHESIVE SYSTEM MANUFACTURER-APPROVED BRUSH AND BLOWN CLEAN WITH CLEAN, DRY, OIL-FREE COMPRESSED AIR TO REMOVE ALL DUST AND LOOSE PARTICLES. HOLE SHALL BE DRY AS DEFINED BY ADHESIVE SYSTEM MANUFACTURER.

A-14 PRIOR TO INJECTING ADHESIVE INTO THE DRILLED HOLE, DISPENSE, TO A LOCATION APPROPRIATE FOR SUCH WASTE, AN INITIAL AMOUNT OF ADHESIVE FROM THE MIXING NOZZLE, UNTIL ADHESIVE IS UNIFORM COLOR.

A-15 INJECT ADHESIVE INTO HOLE THROUGH INJECTION SYSTEM-MIXING NOZZLE AND NECESSARY EXTENSION TUBES, PLACED TO BOTTOM OF HOLE. DISCHARGE END SHALL BE WITHDRAWN AS ADHESIVE IS PLACED BUT KEPT IMMERSER TO PREVENT FORMATION OF AIR POCKETS. FILL HOLE TO DEPTH THAT ENSURES THAT EXCESS MATERIAL IS EXPELLED FROM HOLE DURING ANCHOR PLACEMENT.

A-16 TWIST ANCHORS DURING INSERTION INTO PARTIALLY-FILLED HOLE TO GUARANTEE FULL WETTING OF ROD SURFACE WITH ADHESIVE. INSERT ROD SLOWLY TO AVOID DEVELOPING AIR POCKETS.

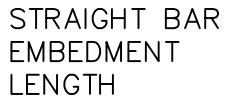
A-17 PROVIDE ADEQUATE CURING IN ACCORDANCE TO ADHESIVE SYSTEM MANUFACTURER'S REQUIREMENTS PRIOR TO CONTINUING WITH ADJOINING WORK THAT COULD PLACE LOAD ON INSTALLED ADHESIVE ANCHORS.

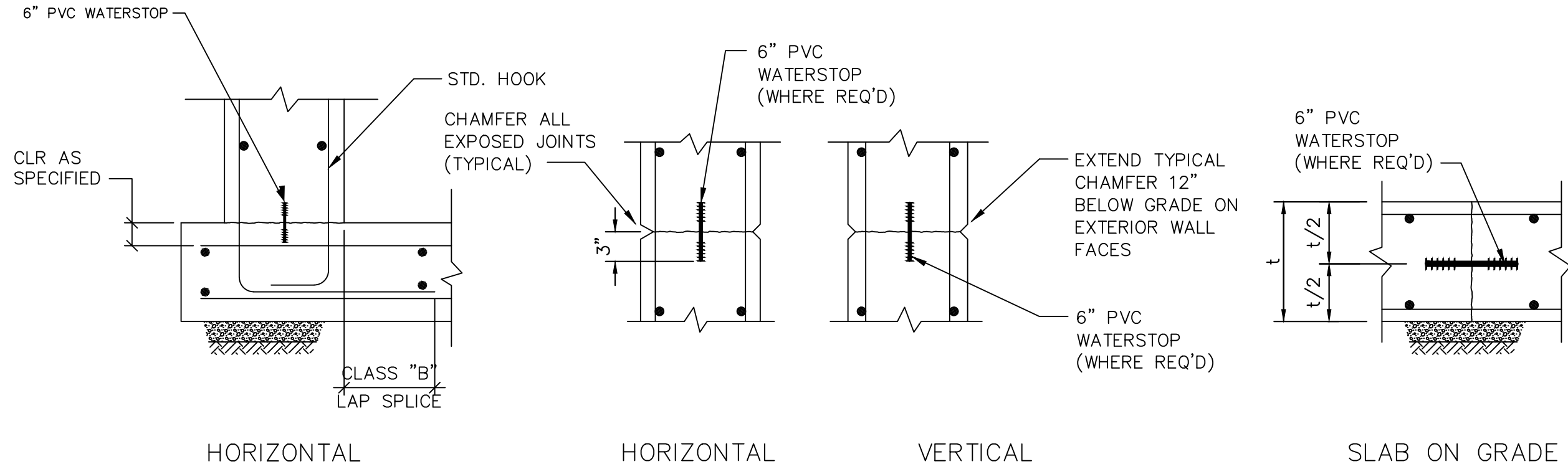
A-18 COMPLY WITH MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION TEMPERATURE REQUIREMENTS. PROVIDE TEMPORARY PROTECTION AND OTHER MEASURES, SUCH AS HEATED ENCLOSURES, NECESSARY TO ENSURE THAT BASE MATERIAL TEMPERATURE COMPLIES WITH ANCHOR SYSTEM MANUFACTURER'S REQUIREMENTS DURING INSTALLATION AND CURING OF ADHESIVE ANCHOR SYSTEM.

A-19 OVERSIZED HOLES: ADVISE ENGINEER IMMEDIATELY IF SIZE OF DRILLED HOLE IS LARGER THAN RECOMMENDED BY ANCHOR SYSTEM MANUFACTURER. COST OF CORRECTIVE MEASURES, INCLUDING BUT NOT LIMITED TO REDESIGN OF ANCHORS DUE TO DECREASED ANCHOR CAPACITIES, SHALL BE PAID BY CONTRACTOR.

A-20 EMBEDMENT DEPTHS SHALL BE BASED ON INSTALLATION IN NORMAL-WEIGHT CONCRETE WITH COMPRESSIVE STRENGTH OF 4,000 PSI.

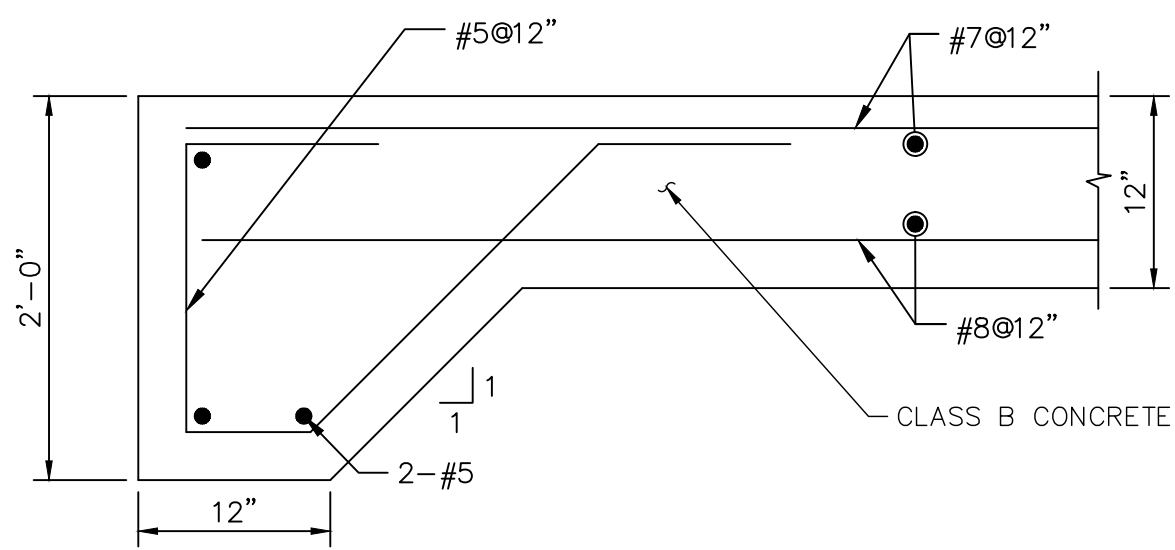
* FOR BAR CLEAR SPACING LESS THAN 3.75", ADD 46%
FOR BAR CLEAR SPACING LESS THAN 2.25", ADD 104%

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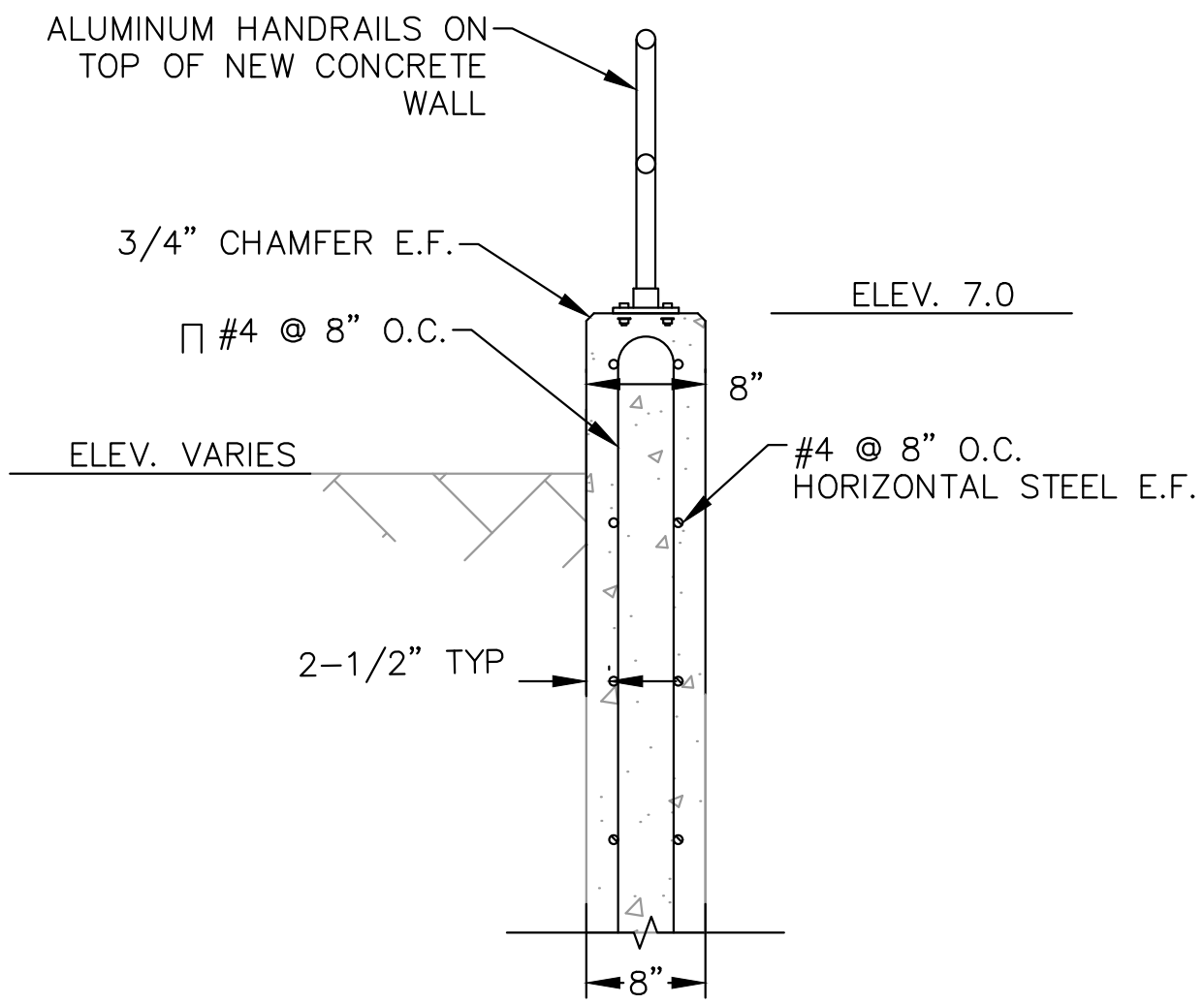


1 TYPICAL CONSTRUCTION JOINT DETAILS
NTS

- NOTES:
1. CONTINUE ALL REINFORCEMENT BARS THRU JOINTS.
 2. ROUGHEN CJ AS SPECIFIED

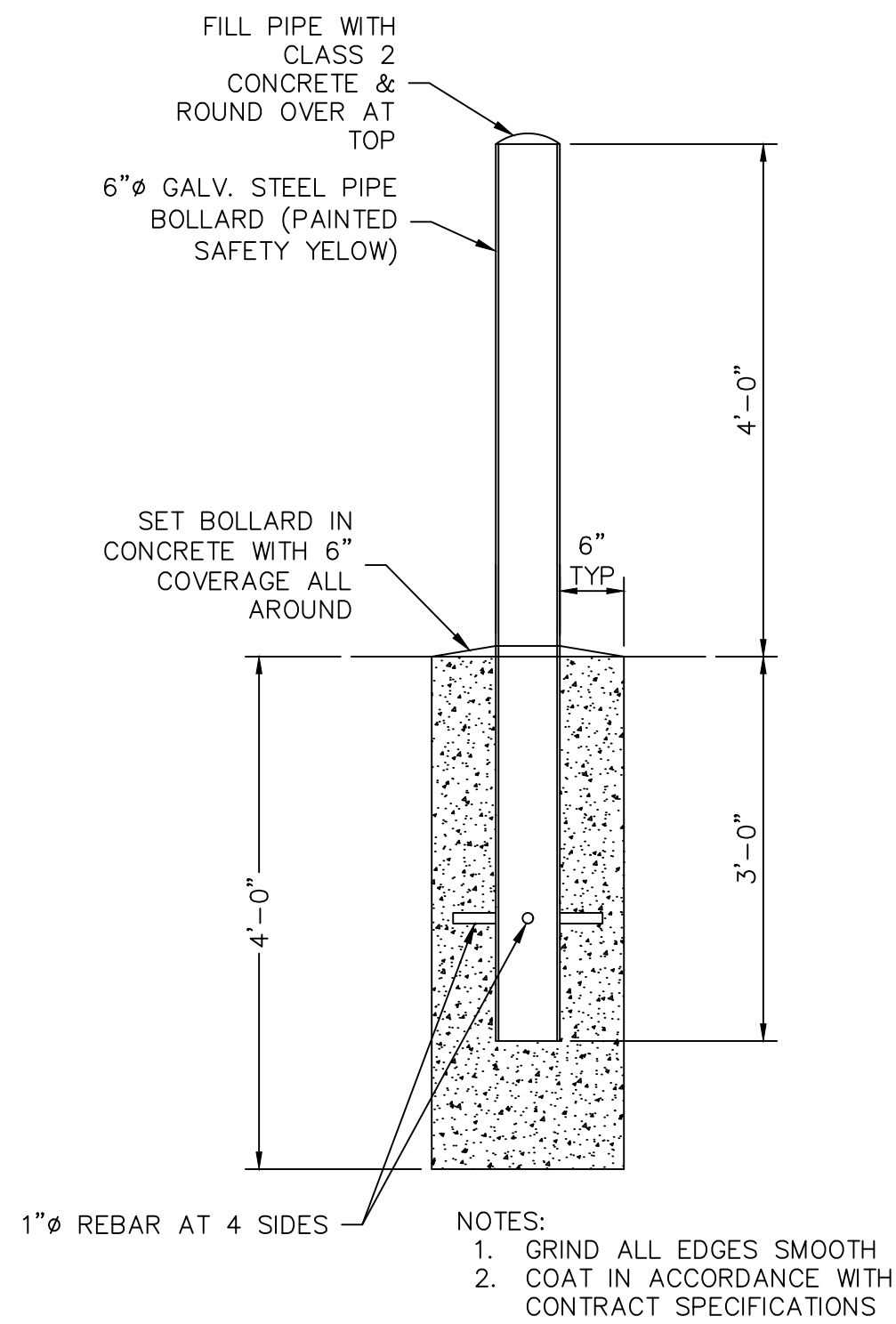


2 CONCRETE SLAB SECTION
NTS



3 SLUDGE DRYING BED WALL SECTION DETAIL
NTS

- NOTE:
1. CONCRETE SHALL DEVELOP 4,000 PSI MINIMUM COMPRESSIVE STRENGTH AT 28 DAYS.



4 CONCRETE FILLED BOLLARD DETAIL
NTS

KHA PROJECT 142325007		DATE MAY 2019		SCALE AS SHOWN		DESIGNED BY KHA		DRAWN BY BAJ		CHECKED BY MLB		DATE		BY	
STRUCTURAL DETAILS												REVISIONS			
SLUDGE DRYING BED MODIFICATION PREPARED FOR												CITY OF PORT ORANGE		FLORIDA	
SHEET NUMBER S-02												No.			
Kimley»Horn															
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END OF SECTION

SECTION 01 10 00

SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

- A. The Work specified herein generally includes, but may not be limited to, the following:
 - 1. Demolition of existing sludge drying bed and concrete paving.
 - 2. Abandonment of existing 8" diameter sanitary sewer pipe.
 - 3. Construction of new sludge drying bed.
 - 4. Construction of new concrete paving.
 - 5. Construction of new asphalt paving.
 - 6. Installation of new 8" diameter sewer pipe, drain inlet, and connection to existing sanitary sewer manhole.
 - 7. Grouting of existing manhole invert.
- B. Section Includes:
 - 1. Contract description.
 - 2. Work by Owner or other Work at the Site.
 - 3. Owner-furnished products.
 - 4. Contractor's use of Site and premises.
 - 5. Future work.
 - 6. Work sequence.
 - 7. Owner occupancy.
 - 8. Permits.
 - 9. Specification conventions.

1.2 CONTRACT DESCRIPTION

- A. Contracting Method: The Work shall be constructed under a single prime contract.
- B. Perform Work of each Contract under provisions of the Contract with Owner according to Conditions of Contract.

1.3 WORK BY OWNER OR OTHERS

- A. If work performed by the Owner or under Owner-awarded contracts interfere with each other due to work being performed at the same time or at the same Site, Owner will determine the sequence of work under all contracts according to "Work Sequence" and "Contractor's Use of Site and Premises" Articles in this Section.
- B. Coordinate Work with utilities of Owner and public or private agencies.

1.4 OWNER-FURNISHED PRODUCTS (IF APPLICABLE)

- A. Owner's Responsibilities:
 - 1. Arrange for and deliver Owner-reviewed Shop Drawings, Product Data, and Samples to Contractor.
 - 2. Arrange and pay for delivery to Site.
 - 3. Upon delivery, inspect products jointly with Contractor.
 - 4. Submit claims for transportation damage and replace damaged, defective, or deficient items.
 - 5. Arrange for manufacturers' warranties, inspections, and service.
- B. Contractor's Responsibilities:
 - 1. Review Owner-reviewed Shop Drawings, Product Data, and Samples.
 - 2. Receive and unload products at Site; inspect for completeness or damage jointly with Owner.
 - 3. Handle, store, install, and finish products.
 - 4. Repair or replace items damaged after receipt.

1.5 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Limit use of Site and premises to allow:
 - 1. Owner occupancy.
 - 2. Work by Owner.
 - 3. Work by Others as directed by the Owner.
- B. Construction Operations: Limited to areas indicated on Drawings or as described herein.
 - 1. Noisy and Disruptive Operations (such as Use of Jack Hammers and Other Noisy Equipment): Not allowed in close proximity to existing buildings during regular hours of operation. Coordinate and schedule such operations with Owner to minimize disruptions.
- C. Time Restrictions for Performing Work:
 - 1. Working Hours shall be in accordance with the General Conditions.
 - 2. Some Work including, but not limited to, abandonments existing piping systems, as well as connections, replacements, extensions thereto and thereof may necessitate work being done after or before normal work hours, said decision resting solely with the Engineer.
 - a. Normally such extended hours will be required only to maintain service to existing customers or to minimize inconvenience to those customers or members of the public.
 - b. This shall be considered incidental to the construction and no additional compensation shall be allowed therefore.
- D. Utility Outages and Shutdown:
 - 1. Coordinate and schedule electrical and other utility outages with Owner.
 - 2. Outages: Allowed only at previously agreed upon times.

3. At least one week before scheduled outage, submit Outage Request Plan to Owner itemizing the dates, times, and duration of each requested outage.
- E. Sound Level Restrictions: Sound pressure level measured at boundary of Site shall not exceed 40 dBA.

1.6 WORK SEQUENCE

- A. Construct Work in order to accommodate Owner's occupancy requirements during construction period. Coordinate construction schedule and operations with Owner.
- B. Sequencing of Construction Plan: Before start of construction, if required by the Engineer, submit three (3) hard copies and one (1) electronic copy of construction plan regarding phasing of all Work for acceptance by Owner. After acceptance of plan, construction sequencing shall comply with accepted plan unless deviations are accepted by Owner in writing.

1.7 OWNER OCCUPANCY

- A. Owner will occupy Site for conduct of normal operations.
- B. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- C. Schedule the Work to accommodate Owner occupancy.

1.8 PERMITS

- A. Furnish necessary permits for construction of Work.

1.9 SPECIFICATION CONVENTIONS

- A. These Specifications are written in imperative mood and streamlined form. This imperative language is directed to Contractor unless specifically noted otherwise. The words "shall be" are included by inference where a colon (:) is used within sentences or phrases.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

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SECTION 01 22 00

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.1 SUMMARY

A. General:

1. Items listed in this Section correspond with the pay items on the Bid Form.
2. The omission of reference to any item shall not alter the intent of the Bid Form or relieve the Contractor of the necessity of constructing a complete project under this Contract.
3. Payment shall be made for the items listed on the Bid Form on the basis of the Work actually performed and completed in strict accordance with the Contract Documents, such Work including but not limited to, the furnishing of all necessary labor, materials, equipment, tools, testing, transportation, delivery, disposal of waste and surplus material, restoration, and all other incidentals and appurtenances to complete the construction and installation of the Work as shown and specified.
4. No additional payment shall be made for clean-up work. The cost thereof shall be included in the price for related items as set forth in the Proposal.
5. The Contractor shall be responsible for any debris and foreign matter which is allowed to enter any system as a result of construction and shall be solely responsible for any damage resulting therefrom.
6. Except those items outlined in the Bid Form, the Contractor shall not be allowed additional payment or compensation for removing and replacing, shoring or bracing, relocating, or otherwise protecting or adjusting utilities which may be affected by the construction. Specifically, the Contractor shall adjust all valve boxes, valve covers, manhole frames, and manhole covers to required grades. All methods of adjusting utilities shall be subject to the approval of the Engineer. The cost of items described herein shall be included in the cost of bid items to which they are incidental or appurtenant.
7. Unless provided by specific bid items in the Bid Form, the following shall be considered incidental or appurtenant and no measurement or payment will be made:
 - a. Erosion and sediment control.
 - b. Clearing and grubbing.
 - c. Excavation and backfill.
 - d. Dewatering.
 - e. Trench boxes.
 - f. Installation and/or removal of sheeting and shoring.
 - g. Seeding and sodding.
 - h. Connections to existing pipes and facilities.

1.2 RELATED SECTIONS

- A. General Conditions.
- B. Agreement.
- C. Section 01 30 00 - Administrative Requirements.

1.3 ESTIMATE OF QUANTITIES

- A. The quantities set forth in the Bid Form are approximate and are given to establish a uniform basis for the comparison of bids. The Owner reserves the right to increase or decrease the quantity of any item or portion of the Work during the progress of construction in accordance with the terms of the Contract. The Bid Form shall serve as a basis of developing additive or deductive Change Orders.

1.4 PAY ITEMS

A. MOBILIZATION

1. Method of Measurement: The quantity to be paid for under this Section shall be on a lump sum (LS) basis. The Contractor's lump sum price shall include full compensation for all work related to mobilization and demobilization for infrastructure and the work items listed below, and any other related work, except for any work designated to be paid for separately or to be specifically included in the costs of other work under the Contract.
2. Payment for this item shall be made at the unit price set forth in the Bid Form and shall constitute full compensation for Work specified in the Contract Documents. Measurement and payment for mobilization will be made at the contract lump sum price for the item, which price and payment shall be full compensation for the 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 field office as necessary, building, safety equipment and first aid supplies, sanitary and other facilities, as required by these specifications, and State and Owner laws and regulations; and any other reconstruction expense necessary for the start of the work; the cost of field engineering, permits and fees, construction schedules, shop drawings, temporary facilities, laydown storage area, construction aids, erosion control, any general requirements, indemnification, anything not included in the other bid form line items, work associated with Contractor support during Owner/Engineer reviews and inspection, reinspection and any re-work resulting from same. The Contractor shall submit invoices substantiating the cost of mobilization with each pay request and shall not exceed percent complete of the construction work. The percentage of monthly compensation for this item shall match the percentage of total contract work

completed to date as agreed with Owner/Engineer. The items specified in this bid item consist of the costs of any pre and post construction expenses necessary for the start and completion of the project, excluding the cost of construction materials.

B. BID BOND

1. Method of Measurement: The quantity to be paid for under this Section shall be on a lump sum (LS) basis.
2. Payment for this item shall be made at the unit price set forth in the Bid Form and shall constitute full compensation for Work specified in the Contract Documents. Payment shall include all compensation for providing and maintaining bonds and insurance for the project in accordance with the Contract documents.

C. SITE WORK AND PREPARATION

1. Method of Measurement: The quantity to be paid for under this Section shall be on a lump sum (LS) basis.
2. Payment for this item shall be made at the unit price set forth in the Bid Form and shall constitute full compensation for Work specified in the Contract Documents. Payment shall include, but not be limited to, furnishing all materials, labor, and equipment required to perform all grading, excavation, fill, removal of unsuitable materials, drainage, stormwater structures, fencing, sidewalks, planters, asphalt, sub-base stabilization, base material, striping, pavement marking, bollards, compaction, hauling, testing, rolling, and any other work associated with the site work and site preparation as shown on the drawings and specified herein.

D. SURVEY AND RECORD DRAWINGS

1. Method of Measurement: The quantity to be paid for under this Section shall be on a lump sum (LS) basis.
2. Payment for this item shall be made at the unit price set forth in the Bid Form and shall constitute full compensation for Work specified in the Contract Documents. Payment shall include, but not be limited to, laying out the proposed improvements in the field, setting temporary and permanent benchmarks, grade stakes, etc., preparation of Record Drawings, all in accordance with the project specifications and Owner standards. The Record Drawings shall be provided certified by a Florida licensed land surveyor.

E. RESTORATION

1. Method of Measurement: The quantity to be paid for under this Section shall be on a lump sum (LS) basis.
2. Payment for this item shall be made at the unit price set forth in the Bid Form and shall constitute full compensation for Work specified in the Contract Documents. Payment shall include, but not be limited to, furnishing all materials, labor, and equipment required to restore the project and staging areas

to an equal or better condition than what was existing prior to the start of the project, including grassing, landscaping, temporary watering, mulch, planters, concrete curbing, sidewalk restoration, curb ramps, driveways, median restoration, node restoration, debris removal, painting, sign relocation, coordination with the Owner, and any other restoration and/or clean up required for a complete project except for any work designated to be paid for separately or to be specifically included in the costs of other work under the Contract.

F. SLUDGE DRYING BED MODIFICATIONS:

1. Method of Measurement: The quantity to be paid for under this Section shall be on a lump sum (LS) basis.
2. Payment for this item shall be made at the unit price set forth in the Bid Form and shall constitute full compensation for Work specified in the Contract Documents. Payment shall include, but not be limited to, furnishing all materials, labor, and equipment to modify the sludge drying bed and install trench drain with screen, vertical screens, concrete wall, and aluminum handrail as show and specified in the Contract Documents.

G. GRAVITY SEWER

1. Method of Measurement: The quantity to be paid for under this Section shall be on a lump sum (LS) basis.
2. Payment for this item shall be made at the unit price set forth in the Bid Form and shall constitute full compensation for Work specified in the Contract Documents. Payment shall include, but is not limited to, all costs for PVC drain pipe, drain inlet with grate, connection to new Sludge Drying Bed, connection to existing manhole, grout of existing manhole invert, testing, and all incidentals and appurtenances required for complete Gravity Sewer as shown and specified.

H. ASPHALT PAVEMENT

1. The quantity to be paid shall be the actual number of square yards (SY) of Asphalt Pavement in place in accordance with the Contract Documents.
2. Payment for this item shall be made at the unit price set forth in the Bid Form and shall constitute full compensation for Work specified in the Contract Documents. Payment shall include, but is not limited to, all costs for base material installation, compaction, grading, asphalt installation and compaction, testing, and all incidentals and appurtenances required to complete the Asphalt Pavement as shown and specified.

I. CONCRETE PAVEMENT

1. The quantity to be paid shall be the actual number of square yards (SY) of Concrete Pavement in place in accordance with the Contract Documents.
2. Payment for this item shall be made at the unit price set forth in the Bid Form and shall constitute full compensation for Work specified in the Contract

Documents. Payment shall include, but is not limited to, all costs for base material installation, compaction, grading, reinforcing steel, formwork, concrete, expansion and construction joints, testing, and all incidentals and appurtenances required to complete the Asphalt Pavement as shown and specified.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 25 00
SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Quality assurance.
- B. Product options.
- C. Product substitution procedures.

1.2 QUALITY ASSURANCE

- A. Contract is based on products and standards established in Contract Documents without consideration of proposed substitutions.
- B. Products specified define standard of quality, type, function, dimension, appearance, and performance required.
- C. Substitution Proposals: Permitted for specified products except where specified otherwise. Do not substitute products unless substitution has been accepted and approved in writing by Engineer.

1.3 PRODUCT OPTIONS

- A. See Section 01 60 00 - Product Requirements.

1.4 PRODUCT SUBSTITUTION PROCEDURES

- A. Engineer will consider requests for substitutions only within 30 days after date established in Notice to Proceed.
- B. Substitutions may be considered when a product becomes unavailable through no fault of Contractor.
- C. Document each request with complete data, substantiating compliance of proposed substitution with Contract Documents, including:
 - 1. Manufacturer's name and address, product, trade name, model, or catalog number, performance and test data, and reference standards.

2. Itemized point-by-point comparison of proposed substitution with specified product, listing variations in quality, performance, and other pertinent characteristics.
 3. Reference to Article and Paragraph numbers in Specification Section.
 4. Cost data comparing proposed substitution with specified product and amount of net change to Contract Sum.
 5. Changes required in other Work.
 6. Availability of maintenance service and source of replacement parts as applicable.
 7. Certified test data to show compliance with performance characteristics specified.
 8. Samples when applicable or requested.
 9. Other information as necessary to assist Architect/Engineer's evaluation.
- D. A request constitutes a representation that Contractor:
1. Has investigated proposed product and determined that it meets or exceeds quality level of specified product.
 2. Will provide same warranty for substitution as for specified product.
 3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
 4. Waives claims for additional costs or time extension that may subsequently become apparent.
 5. Will coordinate installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.
 6. Will reimburse Owner and Engineer for review or redesign services associated with reapproval by authorities having jurisdiction.
- E. Substitutions will not be considered when they are indicated or implied on Shop Drawing or Product Data submittals without separate written request or when acceptance will require revision to Contract Documents.
- F. Substitution Submittal Procedure:
1. Submit requests for substitutions to the Engineer in writing.
 2. Submit three copies of Request for Substitution for consideration. Limit each request to one proposed substitution.
 3. Submit Shop Drawings, Product Data, and certified test results attesting to proposed product equivalence. Burden of proof is on proposer.
 4. Engineer will notify Contractor in writing of decision to accept or reject request.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 30 00

ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Coordination and Project conditions.
- B. Preconstruction meeting.
- C. Progress meetings.
- D. Preinstallation meetings.
- E. Closeout meeting.

1.2 COORDINATION AND PROJECT CONDITIONS

- A. Coordinate Site access requirements with the Owner.
- B. Coordinate scheduling, submittals, and Work of various Sections of Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements.
- C. Verify that utility requirements and characteristics of operating equipment are compatible with existing utilities. Coordinate Work of various Sections having interdependent responsibilities for installing, connecting to, and placing operating equipment in service.
- D. Coordinate space requirements, supports, and installation of mechanical and electrical Work indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit as closely as practical; place runs parallel with lines of building. Use spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
 - 1. Coordination Drawings: Prepare as required to coordinate all portions of Work. Show relationship and integration of different construction elements that require coordination during fabrication or installation to fit in space provided or to function as intended. Indicate locations where space is limited for installation and access and where sequencing and coordination of installations are important.
- E. Coordination Meetings: In addition to other meetings specified in this Section, hold coordination meetings with personnel and Subcontractors to ensure coordination of Work.

- F. In finished areas, except as otherwise indicated, conceal pipes, ducts, and wiring within construction. Coordinate locations of fixtures and outlets with finish elements.
- G. Coordinate completion and clean-up of Work of separate Sections in preparation for Substantial Completion.
- H. After Owner's occupancy of premises, coordinate access to Site for correction of defective Work and Work not complying with Contract Documents, to minimize disruption of Owner's activities.

1.3 PRECONSTRUCTION MEETING

- A. Owner will schedule and preside over meeting after Notice of Award.
- B. Attendance Required: Per General Conditions.
- C. Minimum Agenda:
 - 1. Distribution of Contract Documents.
 - 2. Submission of list of Subcontractors, list of products, schedule of values, and Progress Schedule.
 - 3. Designation of personnel representing parties in Contract.
 - 4. Communication procedures.
 - 5. Procedures and processing of requests for interpretations, field decisions, submittals, substitutions, Applications for Payments, proposal request, Change Orders, and Contract closeout procedures.
 - 6. Scheduling.
 - 7. Critical Work sequencing.
 - 8. Status of required permits.

1.4 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at maximum monthly intervals.
- B. Contractor shall make arrangements for meetings, prepare agenda with copies for participants, and preside over meetings.
- C. Attendance Required: Contractor Superintendent, major Subcontractors and suppliers, Engineer, and Owner, as appropriate to agenda topics for each meeting.
- D. Minimum Agenda:
 - 1. Review minutes of previous meetings.
 - 2. Review of Work progress.
 - 3. Field observations, problems, and decisions.
 - 4. Identification of problems impeding planned progress.
 - 5. Review of submittal schedule and status of submittals.
 - 6. Review of off-Site fabrication and delivery schedules.

7. Maintenance of Progress Schedule.
 8. Corrective measures to regain projected schedules.
 9. Planned progress during succeeding work period.
 10. Coordination of projected progress.
 11. Maintenance of quality and work standards.
 12. Effect of proposed changes on Progress Schedule and coordination.
 13. Other business relating to Work.
- E. Contractor shall record minutes and distribute copies to participants and those affected by decisions made within two (2) days after meeting.

1.5 PREINSTALLATION MEETINGS

- A. When required in individual Specification Sections, convene preinstallation meetings at Project Site before starting Work of specific Section.
- B. Require attendance of parties directly affecting, or affected by, Work of specific Section.
- C. Notify Engineer five (5) days in advance of meeting date.
- D. Prepare agenda and preside over meeting:
 1. Review conditions of installation, preparation, and installation procedures.
 2. Review coordination with related Work.
- E. Record minutes and distribute copies to participants and those affected by decisions made within two (2) days after meeting.

1.6 CLOSEOUT MEETING

- A. Schedule Project closeout meeting with sufficient time to prepare for requesting Substantial Completion. Preside over meeting and be responsible for minutes.
- B. Attendance Required: Contractor, major Subcontractors, Engineer, Owner, and others appropriate to agenda.
- C. Notify Engineer five (5) days in advance of meeting date.
- D. Minimum Agenda:
 1. Start-up of facilities and systems.
 2. Operations and maintenance manuals.
 3. Testing, adjusting, and balancing.
 4. System demonstration and observation.
 5. Operation and maintenance instructions for Owner's personnel.
 6. Contractor's inspection of Work.
 7. Contractor's preparation of an initial "punch list."
 8. Procedure to request Engineer inspection to determine date of Substantial Completion.

9. Completion time for correcting deficiencies.
 10. Inspections by authorities having jurisdiction.
 11. Certificate of Occupancy, if required, and transfer of insurance responsibilities.
 12. Final cleaning.
 13. Preparation for final inspection.
 14. Closeout Submittals:
 - a. Project record documents.
 - b. Operating and maintenance documents.
 - c. Operating and maintenance materials.
 - d. Affidavits.
 15. Final Application for Payment.
 16. Contractor's demobilization of Site.
 17. Maintenance.
- E. Record minutes and distribute copies to participants and those affected by decisions made within two (2) days after meeting.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 32 16

CONSTRUCTION PROGRESS SCHEDULE

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Submittals.
- B. Bar chart schedules.
- C. Review and evaluation.
- D. Updating schedules.
- E. Distribution.

1.2 SUBMITTALS

- A. Submit preliminary progress schedule in accordance with the General Conditions.
- B. Schedule Updates:
 - 1. Overall percent complete, projected and actual.
 - 2. Completion progress by listed activity and subactivity, to within five (5) working days prior to submittal.
 - 3. Changes in Work scope and activities modified since submittal.
 - 4. Delays in submittals or resubmittals, deliveries, or Work.
 - 5. Adjusted or modified sequences of Work.
 - 6. Other identifiable changes.
 - 7. Revised projections of progress and completion.

1.3 BAR CHART SCHEDULES

- A. Format: Bar chart Schedule, to include at least:
 - 1. Identification and listing in chronological order of those activities reasonably required to complete the Work, including:
 - a. Subcontract Work.
 - b. Major equipment design, fabrication, factory testing, and delivery dates including required lead times.
 - c. Move-in and other preliminary activities.
 - d. Equipment and equipment system test and startup activities.
 - e. Project closeout and cleanup.
 - f. Work sequences, constraints, and milestones.
 - 2. Listings identified by Specification Section number.

3. Identification of the following:
 - a. Horizontal time frame by year, month, and week.
 - b. Duration, early start, and completion for each activity and subactivity.
 - c. Critical activities and Project float.
 - d. Subschedules to further define critical portions of Work.

B. Sheet Size: 11 inches high x 17 inches wide.

1.4 REVIEW AND EVALUATION

- A. Participate in joint review and evaluation of schedules with Engineer at each submittal.
- B. Evaluate Project status to determine Work behind schedule and Work ahead of schedule.
- C. After review, revise schedules incorporating results of review, and resubmit within five (5) days.

1.5 UPDATING SCHEDULES

- A. Maintain schedules to record actual start and finish dates of completed activities.
- B. Indicate progress of each activity to date of revision, with projected completion date of each activity. Update schedules to depict current status of Work.
- C. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.
- D. Upon approval of a Change Order, include the change in the next schedule submittal.
- E. Indicate changes required to maintain Date of Substantial Completion.
- F. Submit sorts as required to support recommended changes.
- G. Prepare narrative report to define problem areas, anticipated delays, and impact on schedule. Report corrective action taken or proposed and its effect.

1.6 DISTRIBUTION

- A. Following joint review, distribute copies of updated schedules to Contractor's Project site file, to Subcontractors, suppliers, Engineer, Owner, and other concerned parties.
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections shown in schedules.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION

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SECTION 01 33 00
SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Definitions.
- B. Submittal procedures.
- C. Construction progress schedules.
- D. Proposed product list.
- E. Product data.
- F. Electronic CAD files of Project Drawings.
- G. Shop Drawings.
- H. Samples.
- I. Other submittals.
- J. Test reports.
- K. Certificates.
- L. Manufacturer's instructions.
- M. Manufacturer's field reports.
- N. Erection Drawings.
- O. Construction photographs.
- P. Contractor review.
- Q. Engineer review.

1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Engineer's responsive action.

- B. Informational Submittals: Written and graphic information and physical Samples that do not require Engineer's responsive action. Submittals may be rejected for not complying with requirements.

1.3 SUBMITTAL PROCEDURES

- A. Transmit each submittal with Engineer-accepted form.
- B. In addition to the specified number of hard copies, one (1) electronic copy of each submittal shall be transmitted to the Engineer. The electronic copy shall be in Portable Document Format (.pdf) unless otherwise specified.
- C. Sequentially number transmittal forms. Mark revised submittals with original number and sequential alphabetic suffix.
- D. Identify: Project, Contractor, Subcontractor and supplier, pertinent Drawing and detail number, and Specification Section number appropriate to submittal.
- E. Apply Contractor's stamp, signed or initialed, certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is according to requirements of the Work and Contract Documents.
- F. Schedule submittals to expedite Project, and deliver to Engineer. Coordinate submission of related items.
- G. Identify variations in Contract Documents and product or system limitations that may be detrimental to successful performance of completed Work.
- H. Allow space on submittals for Contractor and Engineer review stamps.
- I. When revised for resubmission, identify changes made since previous submission.
- J. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.
- K. Submittals not requested will not be recognized nor processed.
- L. Incomplete Submittals: Engineer will not review. Complete submittals for each item are required. Delays resulting from incomplete submittals are not the responsibility of Engineer.

1.4 CONSTRUCTION PROGRESS SCHEDULES

- A. Comply with General Conditions and Section 01 32 16 - Construction Progress Schedule.

1.5 PROPOSED PRODUCT LIST

- A. Within fifteen (15) days after date of Notice to Proceed, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, indicate manufacturer, trade name, model or catalog designation, and reference standards.

1.6 PRODUCT DATA

- A. Product Data: Action Submittal: Submit to Engineer for review for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Submit number of copies Contractor requires, plus three (3) copies Engineer will retain.
- C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- D. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- E. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 01 70 00 - Execution and Closeout Requirements.

1.7 ELECTRONIC CAD FILES OF PROJECT DRAWINGS

- A. Electronic CAD Files of Project Drawings may only be used to expedite production of Shop Drawings for the Project. Use for other Projects or purposes is not allowed.
- B. Electronic CAD Files of Project Drawings: Distributed only under the following conditions:
 - 1. Use of files is solely at receiver's risk. Neither Engineer nor Owner warrants accuracy of files. Receiving files in electronic form does not relieve receiver of responsibilities for measurements, dimensions, and quantities set forth in Contract Documents. In the event of ambiguity, discrepancy, or conflict between information on electronic media and that in Contract Documents, notify Engineer of discrepancy and use information in hard-copy Drawings and Specifications.
 - 2. CAD files do not necessarily represent the latest Contract Documents, existing conditions, and as-built conditions. Receiver is responsible for

determining and complying with these conditions and for incorporating addenda and modifications.

3. User is responsible for removing information not normally provided on Shop Drawings and removing references to Contract Documents. Shop Drawings submitted with information associated with other trades or with references to Contract Documents will not be reviewed and will be immediately returned.
4. Receiver shall not hold Engineer responsible for data or file clean-up required to make files usable, nor for error or malfunction in translation, interpretation, or use of this electronic information.
5. Receiver shall understand that even though Engineer has computer virus scanning software to detect presence of computer viruses, there is no guarantee that computer viruses are not present in files or in electronic media.
6. Receiver shall not hold Engineer responsible for such viruses or their consequences, and shall hold Engineer harmless against costs, losses, or damage caused by presence of computer virus in files or media.

1.8 SHOP DRAWINGS

- A. Shop Drawings: Action Submittal: Submit to Engineer for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. When required by shown or specified in the Contract Documents, provide Shop Drawings signed and sealed by a Professional Engineer licensed in the State of Florida responsible for designing components shown on Shop Drawings.
 1. Include signed and sealed calculations to support design.
 2. Submit Shop Drawings and calculations in form suitable for submission to and approval by authorities having jurisdiction.
 3. Make revisions and provide additional information when required by authorities having jurisdiction.
- D. Submit number of opaque reproductions Contractor requires, plus three (3) copies Engineer will retain.
- E. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 01 70 00 - Execution and Closeout Requirements.

1.9 SAMPLES

- A. Samples: Action Submittal: Submit to Engineer for assessing conformance with information given and design concept expressed in Contract Documents.

- B. Samples for Selection as Specified in Product Sections:
 - 1. Submit to Engineer for aesthetic, color, and finish selection.
 - 2. Submit Samples of finishes, textures, and patterns for Engineer selection.
- C. Submit Samples to illustrate functional and aesthetic characteristics of products, with integral parts and attachment devices. Coordinate Sample submittals for interfacing work.
- D. Include identification on each Sample, with full Project information.
- E. Submit number of Samples specified in individual Specification Sections; Engineer will retain one (1) Sample.
- F. Reviewed Samples that may be used in the Work are indicated in individual Specification Sections.
- G. Samples will not be used for testing purposes unless specifically stated in Specification Section.
- H. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 01 70 00 - Execution and Closeout Requirements.

1.10 OTHER SUBMITTALS

- A. Closeout Submittals: Comply with Section 01 70 00 - Execution and Closeout Requirements.
- B. Informational Submittal: Submit data for Engineer's knowledge as Contract administrator or for Owner.
- C. Submit information for assessing conformance with information given and design concept expressed in Contract Documents.

1.11 TEST REPORTS

- A. Informational Submittal: Submit reports for Engineer's knowledge as Contract administrator or for Owner.
- B. Submit test reports for information for assessing conformance with information given and design concept expressed in Contract Documents.

1.12 CERTIFICATES

- A. Informational Submittal: Submit certification by manufacturer, installation/application Subcontractor, or Contractor to Engineer, in quantities specified for Product Data.

- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or product but must be acceptable to Engineer.

1.13 MANUFACTURER'S INSTRUCTIONS

- A. Informational Submittal: Submit manufacturer's installation instructions for Engineer's knowledge as Contract administrator or for Owner.
- B. Submit printed instructions for delivery, storage, assembly, installation, startup, adjusting, and finishing, to Engineer in quantities specified for Product Data.
- C. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

1.14 MANUFACTURER'S FIELD REPORTS

- A. Informational Submittal: Submit reports for Engineer's knowledge as Contract administrator or for Owner.
- B. Submit report in duplicate within five (5) days of observation to Engineer for information.
- C. Submit reports for information for assessing conformance with information given and design concept expressed in Contract Documents.

1.15 ERECTION DRAWINGS

- A. Informational Submittal: Submit Drawings for Engineer's knowledge as Contract administrator or for Owner.
- B. Submit Drawings for information assessing conformance with information given and design concept expressed in Contract Documents.
- C. Data indicating inappropriate or unacceptable Work may be subject to action by Engineer or Owner.

1.16 CONSTRUCTION PHOTOGRAPHS

- A. Provide photographs of Site and construction throughout progress of Work produced by an experienced photographer acceptable to Engineer.
- B. Each month submit photographs with Application for Payment.
- C. The quantity of photographs taken shall be sufficient to document progress of Work.

- D. Digital Images: Deliver complete set of digital image electronic files on portable flash drive to Owner with Project record documents. Identify electronic media with date photographs were taken. Submit images that have same aspect ratio as sensor, uncropped.
 - 1. Digital Images: Uncompressed TIFF format, produced by digital camera with minimum sensor size of 4.0 megapixels, and image resolution of not less than 1600 by 1200 pixels.
 - 2. Date and Time: Include date and time in filename for each image.

1.17 CONTRACTOR REVIEW

- A. Review for compliance with Contract Documents and approve submittals before transmitting to Engineer.
- B. Contractor shall be Responsible for:
 - 1. Determination and verification of materials including manufacturer's catalog numbers.
 - 2. Determination and verification of field measurements and field construction criteria.
 - 3. Checking and coordinating information in submittal with requirements of Work and of Contract Documents.
 - 4. Determination of accuracy and completeness of dimensions and quantities.
 - 5. Confirmation and coordination of dimensions and field conditions at Site.
 - 6. Construction means, techniques, sequences, and procedures.
 - 7. Safety precautions.
 - 8. Coordination and performance of Work of all trades.
- C. Stamp, sign or initial, and date each submittal to certify compliance with requirements of Contract Documents.
- D. Do not fabricate products or begin Work for which submittals are required until approved submittals have been received from Engineer.

1.18 ENGINEER REVIEW

- A. Do not make "mass submittals" to Engineer. "Mass submittals" are defined as six or more submittals or items in one day or 20 or more submittals or items in one week. If "mass submittals" are received, Engineer's review time will be extended as necessary to perform proper review. Engineer will review "mass submittals" based on priority determined by Engineer after consultation with Owner and Contractor.
- B. Informational submittals and other similar data are for Engineer's information, do not require Engineer's responsive action, and will not be reviewed or returned with comment.
- C. Submittals made by Contractor that are not required by Contract Documents may be returned without action.

- D. Submittal approval does not authorize changes to Contract requirements unless accompanied by Change Order.
- E. Owner may withhold monies due to Contractor to cover additional costs beyond the second submittal review.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 40 00
QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Quality control.
- B. Tolerances.
- C. References.
- D. Labeling.
- E. Testing and inspection services.
- F. Manufacturers' field services.

1.2 QUALITY CONTROL

- A. Monitor quality control over suppliers, manufacturers, products, services, Site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with specified standards as the minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- C. Perform Work using persons qualified to produce required and specified quality.
- D. Products, materials, and equipment may be subject to inspection by Engineer and Owner at place of manufacture or fabrication. Such inspections shall not relieve Contractor of complying with requirements of Contract Documents.
- E. Supervise performance of Work in such manner and by such means to ensure that Work, whether completed or in progress, will not be subjected to harmful, dangerous, damaging, or otherwise deleterious exposure during construction period.

1.3 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.

- B. Comply with manufacturers' recommended tolerances and tolerance requirements in reference standards. When such tolerances conflict with Contract Documents, request clarification from Engineer before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

1.4 REFERENCES

- A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of standard except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current as of date of Contract Documents except where specific date is established by code.
- C. Obtain copies of standards and maintain on Site when required by product Specification Sections.
- D. When requirements of indicated reference standards conflict with Contract Documents, request clarification from Engineer before proceeding.
- E. Neither contractual relationships, duties, or responsibilities of parties in Contract nor those of Engineer shall be altered from Contract Documents by mention or inference in reference documents.

1.5 LABELING

- A. Attach label from agency approved by authorities having jurisdiction for products, assemblies, and systems required to be labeled by applicable code.
- B. Label Information: Include manufacturer's or fabricator's identification, approved agency identification, and the following information, as applicable, on each label:
 - 1. Model number.
 - 2. Serial number.
 - 3. Performance characteristics.
- C. Manufacturer's Nameplates, Trademarks, Logos, and Other Identifying Marks on Products: Not allowed on surfaces exposed to view in public areas, interior or exterior.

1.6 TESTING AND INSPECTION SERVICES

- A. Contractor shall employ and pay for specified services of an independent firm to perform all testing and inspection.

- B. Independent firm shall be certified by appropriate agencies and institutions to perform testing and inspection duties.
- C. Independent firm will perform tests, inspections, and other services specified in individual Specification Sections and as required by Engineer.
- D. Testing, inspections, and source quality control may occur on or off Project Site. Perform off-Site testing as required by Engineer or Owner.
- E. Reports shall be submitted by independent firm to Engineer, Contractor, and authorities having jurisdiction, in duplicate, indicating observations and results of tests and compliance or noncompliance with Contract Documents.
 - 1. Submit final report indicating correction of Work previously reported as noncompliant.
- F. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
 - 1. Notify Engineer and independent firm 48 hours before expected time for operations requiring services.
 - 2. Make arrangements with independent firm and pay for additional Samples and tests required for Contractor's use.
- G. Employment of testing agency or laboratory shall not relieve Contractor of obligation to perform Work according to requirements of Contract Documents.
- H. Retesting or re-inspection required because of nonconformance with specified or indicated requirements shall be performed by same independent firm on instructions from Engineer.
- I. Agency Responsibilities:
 - 1. Test Samples of mixes submitted by Contractor.
 - 2. Provide qualified personnel at Site. Cooperate with Engineer and Contractor in performance of services.
 - 3. Perform indicated sampling and testing of products according to specified standards.
 - 4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 - 5. Promptly notify Engineer and Contractor of observed irregularities or nonconformance of Work or products.
 - 6. Perform additional tests required by Engineer.
 - 7. Attend preconstruction meetings and progress meetings.

- J. Agency Reports: After each test, promptly submit two (2) copies of report to Engineer, Contractor, and authorities having jurisdiction. When requested by Engineer, provide interpretation of test results. Include the following:
1. Date issued.
 2. Project title and number.
 3. Name of inspector.
 4. Date and time of sampling or inspection.
 5. Identification of product and Specification Section.
 6. Location in Project.
 7. Type of inspection or test.
 8. Date of test.
 9. Results of tests.
 10. Conformance with Contract Documents.
- K. Limits on Testing Authority:
1. Agency or laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 2. Agency or laboratory may not approve or accept any portion of the Work.
 3. Agency or laboratory may not assume duties of Contractor.
 4. Agency or laboratory has no authority to stop the Work.

1.7 MANUFACTURER'S FIELD SERVICES

- A. When specified in individual Specification Sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe Site conditions, conditions of surfaces and installation, quality of workmanship, startup of equipment, testing, adjusting, and balancing of equipment, and commissioning as applicable, and to initiate instructions when necessary.
- B. Submit qualifications of observer to Engineer thirty (30) days in advance of required observations. Observer is subject to approval of Engineer.
- C. Report observations and Site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturer's written instructions.
- D. Refer to Section 01 33 00 - Submittal Procedures, "Manufacturer's Field Reports" Article.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Temporary Utilities:
 - 1. Temporary electricity.
 - 2. Temporary lighting for construction purposes.
 - 3. Temporary heating.
 - 4. Temporary cooling.
 - 5. Temporary ventilation.
 - 6. Temporary water service.
 - 7. Temporary sanitary facilities.
- B. Construction Facilities:
 - 1. Vehicular access.
 - 2. Parking.
 - 3. Progress cleaning and waste removal.
 - 4. Project identification.
 - 5. Traffic regulation.
 - 6. Fire-prevention facilities.
- C. Temporary Controls:
 - 1. Barriers.
 - 2. Enclosures and fencing.
 - 3. Security.
 - 4. Water control.
 - 5. Dust control.
 - 6. Erosion and sediment control.
 - 7. Noise control.
 - 8. Pest and rodent control.
 - 9. Pollution control.
- D. Removal of utilities, facilities, and controls.

1.2 REFERENCES

- A. ASTM International:
 - 1. ASTM E 84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
 - 2. ASTM E 90 - Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements.

3. ASTM E 119 - Standard Test Methods for Fire Tests of Building Construction and Materials.

1.3 TEMPORARY ELECTRICITY

- A. Provide and pay for power service required from utility source as needed for construction operation.
- B. Power Service Characteristics: as required for construction operations.
- C. Provide power outlets with branch wiring and distribution boxes located as required for construction operations. Provide suitable, flexible power cords as required for portable construction tools and equipment.
- D. Provide main service disconnect and overcurrent protection at location meeting all applicable codes and regulations.
- E. Permanent convenience receptacles may be used during construction.

1.4 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

- A. Provide and maintain lighting necessary for safe and functional construction operations.
- B. Provide and maintain one (1) watt/sq ft lighting to exterior staging and storage areas after dark for security purposes.
- C. Provide and maintain 0.25 watt/sq ft HID lighting to interior work areas after dark for security purposes.
- D. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, lamps, and the like, for specified lighting levels.
- E. Maintain lighting and provide routine repairs.
- F. Permanent building lighting may be used upon written permission from the Owner during construction, if applicable.

1.5 TEMPORARY HEATING

- A. Provide and pay for heating devices and heat as needed to maintain specified conditions for construction operations.
- B. Contractor shall be responsible for all operation and maintenance costs associated with temporary heating.
- C. Maintain minimum ambient temperature as required in individual Sections of the Contract Documents.

1.6 TEMPORARY COOLING

- A. Provide and pay for cooling devices and cooling as needed to maintain specified conditions for construction operations.
- B. Contractor shall be responsible for all operation and maintenance costs associated with temporary heating.
- C. Maintain maximum ambient temperature as required in individual Sections of the Contract Documents.

1.7 TEMPORARY VENTILATION

- A. Ventilate areas as necessary to achieve curing of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.

1.8 TEMPORARY WATER SERVICE

- A. Provide suitable quality water service as needed to maintain specified conditions for construction operations.
- B. Contractor shall be responsible for coordination, cost of temporary connection(s), and cost of temporary water.
- C. Extend branch piping with outlets located so that water is available by hoses with threaded connections.

1.9 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Existing facility use is not permitted. Provide facilities at time of Project mobilization.

1.10 VEHICULAR ACCESS

- A. Construct temporary all-weather access roads from public thoroughfares to serve construction area, of width and load-bearing capacity to accommodate unimpeded traffic for construction purposes.
- B. All temporary vehicular access crossing public rights-of-way, property, or easements shall be coordinated with the authority having jurisdiction and comply with all applicable regulations.
- C. Construct temporary bridges and culverts to span low areas and allow unimpeded drainage.
- D. Extend and relocate vehicular access as Work progress requires and provide detours as necessary for unimpeded traffic flow.
- E. Locate as indicated on Drawings or approved by Engineer.

- F. Provide unimpeded access for emergency vehicles. Maintain twenty (20) foot-wide driveways with turning space between and around combustible materials.
- G. Provide and maintain access to fire hydrants and control valves free of obstructions.
- H. Provide means of removing mud from vehicle wheels before entering streets.
- I. Use designated existing on-Site roads for construction traffic upon written approval from the Owner.

1.11 PARKING

- A. Provide temporary parking areas to accommodate construction personnel.
- B. Locate as indicated on Drawings or approved by Owner.
- C. Off-Site Parking:
 - 1. If Site space is not adequate, provide additional off-Site parking.
 - 2. The Contractor shall provide to the Engineer written permission or executed permit from property owner prior to utilizing off-Site parking that is not on Owner's property.
- D. Use of designated areas of existing on-Site streets and driveways used for construction traffic is not permitted. Tracked vehicles are not allowed on paved areas.
- E. Use of designated areas of existing parking facilities used by construction personnel is permitted upon written approval from the Owner.
- F. Do not allow heavy vehicles or construction equipment in parking areas.
- G. Do not allow vehicle parking on existing pavement.
- H. Designate two (2) parking space for Engineer.
- I. Permanent Pavements and Parking Facilities:
 - 1. Bases for permanent roads and parking areas may be used for construction traffic.
 - 2. Avoid traffic loading beyond paving design capacity. Tracked vehicles are not allowed.
 - 3. Use of permanent parking structures is not permitted.
- J. Maintenance:
 - 1. Maintain traffic and parking areas in sound condition free of excavated material, construction equipment, products, mud, snow, ice, and the like.

2. Maintain existing and permanent paved areas used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original condition.
- K. Removal, Repair:
1. Remove temporary materials and construction before Substantial Completion.
 2. Remove underground Work and compacted materials to depth of two (2) feet; fill and grade Site as indicated.
 3. Repair existing facilities damaged by use, to original condition.
- L. Mud from Site vehicles: Provide means of removing mud from vehicle wheels before entering streets.

1.12 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain Site in clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, before enclosing spaces.
- C. Broom and vacuum clean interior areas before starting surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and rubbish from Site and dispose of off-Site as required to maintain a safe, neat, and orderly Site.
- E. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.13 PROJECT IDENTIFICATION

- A. Project Identification Sign:
1. Project Identification Sign shall comply with Owner standards.
 2. Main signage boards shall be ¾-inch pressure treated plywood mounted on a two-inch (2") x four-inch (4") pressure treated wood frame painted on all sides.
- B. Finishes, Painting: Adequate to withstand weathering, fading, and chipping for duration of construction.
- C. Show content, layout, lettering, color, foundation, structure, sizes, and grades of members.

- D. Sign Materials:
 - 1. Structure and Framing: New wood or metal, structurally adequate.
 - 2. Sign Surfaces: Exterior grade plywood with medium-density overlay, minimum of 3/4 inches thick, standard large sizes to minimize joints.
 - 3. Rough Hardware: Galvanized.
 - 4. Paint and Primers: Exterior quality, two (2) coats; sign background of color as selected.
 - 5. Lettering: Exterior quality paint or precut vinyl self-adhesive products, colors as selected.
- E. Installation:
 - 1. Install Project identification sign within fifteen (15) days after date established by Notice to Proceed.
 - 2. Erect at location of high public visibility adjacent to main entrance to Site.
 - 3. Erect supports and framing on secure foundation, rigidly braced and framed to resist wind loadings.
 - 4. Install sign surface plumb and level, with butt joints. Anchor securely.
 - 5. Paint exposed surfaces of sign, supports, and framing.
- F. Maintenance: Maintain clean signs and supports; repair deterioration and damage.
- G. Removal: Remove signs, framing, supports, and foundations at completion of Project and restore area.

1.14 TRAFFIC REGULATION

- A. Signs, Signals, and Devices:
 - 1. Post-Mounted and Wall-Mounted Traffic Control and Informational Signs: As approved by authorities having jurisdiction.
 - 2. Traffic Control Signals: As approved by local jurisdictions.
 - 3. Traffic Cones, Drums, Flares, and Lights: As approved by authorities having jurisdiction.
 - 4. Flag Person Equipment: As required by authorities having jurisdiction.
- B. Flag Persons: Provide trained and equipped flag persons to regulate traffic when construction operations or traffic encroach on public traffic lanes.
- C. Flares and Lights: Use flares and lights during hours of low visibility to delineate traffic lanes and to guide traffic.
- D. Haul Routes:
 - 1. Consult with authorities having jurisdiction and establish public thoroughfares to be used for haul routes and Site access.
 - 2. Confine construction traffic to designated haul routes.
 - 3. Provide traffic control at critical areas of haul routes to regulate traffic and to minimize interference with public traffic.

- E. Traffic Signs and Signals:
 - 1. Provide signs at approaches to Site and on Site, at crossroads, detours, parking areas, and elsewhere as needed to direct construction and affected public traffic.
 - 2. Provide, operate, and maintain traffic control signals to direct and maintain orderly flow of traffic in areas under Contractor's control and areas affected by Contractor's operations.
 - 3. Relocate signs and signals as Work progresses, to maintain effective traffic control.
- F. Removal:
 - 1. Remove equipment and devices when no longer required.
 - 2. Repair damage caused by installation.
 - 3. Remove post settings completely.

1.15 FIRE-PREVENTION FACILITIES

- A. Prohibit smoking within buildings under construction and demolition. Coordinate with Owner to designate area on Site where smoking is permitted. Provide approved ashtrays in designated smoking areas.
- B. Establish fire watch for cutting, welding, and other hazardous operations capable of starting fires. Maintain fire watch before, during, and after hazardous operations until threat of fire does not exist.
- C. Provide fire extinguishers for Site and construction equipment as required by applicable federal, state, and local codes.

1.16 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to allow for Owner's use of Site, and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades and covered walkways required by authorities having jurisdiction for public rights-of-way and for public access to existing building.
- C. Tree and Plant Protection: Preserve and protect existing trees and plants not identified for removal.
 - 1. Protect areas within drip lines from traffic, parking, storage, dumping, chemically injurious materials and liquids, ponding, and continuous running water.
 - 2. Provide 6-foot-high barriers around drip line, with access for maintenance.
 - 3. Replace trees and plants damaged by construction operations.
- D. Protect vehicular traffic, stored materials, Site, and structures from damage.

1.17 ENCLOSURES AND FENCING

- A. Where required, furnish, install, and maintain enclosures and fencing.
- B. Construction: Commercial-grade chain-link fence unless otherwise shown or specified.
- C. Provide 6-foot-high fence around construction Site and storage area(s); equip with vehicular and pedestrian gates with locks.
- D. Exterior Enclosures:
 - 1. Provide temporary weathertight closure of exterior openings to accommodate acceptable working conditions and protection for products, to allow for temporary heating, cooling, and maintenance of required ambient temperatures identified in individual Specification Sections, and to prevent entry of unauthorized persons. Provide access doors with self-closing hardware and locks.

1.18 SECURITY

- A. Security Program:
 - 1. Protect Work on existing premises and Owner's operations from theft, vandalism, and unauthorized entry.
 - 2. Initiate program in coordination with Owner's existing security system at Project mobilization.
 - 3. Maintain program throughout construction period.
- B. Entry Control:
 - 1. Restrict entrance of persons and vehicles to Project Site and existing facilities.
 - 2. Allow entrance only to authorized persons with proper identification.
 - 3. Maintain log of workers and visitors and make available to Owner on request.
 - 4. Coordinate access of Owner's personnel to Site in coordination with Owner's security forces.
- C. Personnel Identification:
 - 1. Provide identification badge for each person authorized to enter premises.
 - 2. Badge to Include: Personal photograph, name, expiration date, and employer.
 - 3. Maintain list of accredited persons and submit copy to Owner on request.
 - 4. Require return of badges at expiration of employment on the Work.

1.19 WATER CONTROL

- A. Grade Site to drain. Maintain excavations free of water. Provide, operate, and maintain necessary pumping equipment.

- B. Protect Site from puddles or running water. Provide water barriers as required to protect Site from soil erosion.

1.20 DUST CONTROL

- A. Execute Work by methods that minimize raising dust from construction operations.
- B. Provide positive means to prevent airborne dust from dispersing into atmosphere.

1.21 EROSION AND SEDIMENT CONTROL

- A. Plan and execute construction by methods to control surface drainage from cuts and fills from borrow and waste disposal areas. Prevent erosion and sedimentation.
- B. Minimize surface area of bare soil exposed at one time.
- C. Provide temporary measures including berms, dikes, drains, and other devices to prevent water flow.
- D. Construct fill and waste areas by selective placement to avoid erosive surface silts and clays.
- E. Periodically inspect earthwork to detect evidence of erosion and sedimentation. Promptly apply corrective measures.

1.22 NOISE CONTROL

- A. Provide methods, means, and facilities to minimize noise produced by construction operations.

1.23 PEST AND RODENT CONTROL

- A. Provide methods, means, and facilities to prevent pests and insects from damaging the Work.
- B. Provide methods, means, and facilities to prevent rodents from accessing or invading premises.

1.24 POLLUTION CONTROL

- A. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances and pollutants produced by construction operations.
- B. Comply with pollution and environmental control requirements of authorities having jurisdiction.

1.25 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, and materials before Substantial Completion inspection.
- B. Remove underground installations to minimum depth of two (2) feet.
- C. Clean and repair damage caused by installation or use of temporary Work.
- D. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 60 00
PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Products.
- B. Product delivery requirements.
- C. Product storage and handling requirements.
- D. Product options.
- E. Equipment electrical characteristics and components.

1.2 PRODUCTS

- A. At minimum, comply with specified requirements and reference standards.
- B. Specified products define standard of quality, type, function, dimension, appearance, and performance required.
- C. Furnish products of qualified manufacturers that are suitable for intended use. Furnish products of each type by single manufacturer unless specified otherwise. Confirm that manufacturer's production capacity can provide sufficient product, on time, to meet Project requirements.
- D. Do not use materials and equipment removed from existing premises except as specifically permitted by Contract Documents.
- E. Furnish interchangeable components from same manufacturer for components being replaced.

1.3 PRODUCT DELIVERY REQUIREMENTS

- A. Transport and handle products according to manufacturer's instructions.
- B. Promptly inspect shipments to ensure products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products; use methods to prevent soiling, disfigurement, or damage.

1.4 PRODUCT STORAGE AND HANDLING REQUIREMENTS

- A. Store and protect products according to manufacturer's instructions.
- B. Store products with seals and labels intact and legible.
- C. Store sensitive products in weathertight, climate-controlled enclosures in an environment suitable to product.
- D. For exterior storage of fabricated products, place products on sloped supports aboveground.
- E. Provide off-Site storage and protection when Site does not permit on-Site storage or protection.
- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- G. Store loose granular materials on solid flat surfaces in well-drained area. Prevent mixing with foreign matter.
- H. Provide equipment and personnel to store products; use methods to prevent soiling, disfigurement, or damage.
- I. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

1.5 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Products complying with specified reference standards or description.
- B. Products Specified by Naming One or More Manufacturers: Products of one of the manufacturers named and complying with Specifications; no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with Provision for Substitutions: Submit Request for Substitution for any manufacturer not named, according to Section 01 25 00 - Substitution Procedures.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 70 00
EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Field engineering.
- B. Closeout procedures.
- C. Starting of systems.
- D. Demonstration and instructions.
- E. Project record documents.
- F. Operation and maintenance data.
- G. Manual for materials and finishes.
- H. Manual for equipment and systems.
- I. Spare parts and maintenance products.
- J. Product warranties and product bonds.
- K. Examination.
- L. Preparation.
- M. Execution.
- N. Cutting and patching.
- O. Protecting installed construction.
- P. Final cleaning.

1.2 FIELD ENGINEERING

- A. Employ land surveyor registered in State of Florida and acceptable to Engineer.
- B. Locate and protect survey control and reference points. Promptly notify Engineer of discrepancies discovered.
- C. Control datum for survey is indicated on Drawings.

- D. Prior to beginning Work, verify and establish floor elevations of existing facilities to ensure that new Work will meet existing elevations in smooth and level alignment except where specifically detailed or indicated otherwise.
- E. Verify setbacks and easements; confirm Drawing dimensions and elevations.
- F. Provide field engineering services. Establish elevations, lines, and levels using recognized engineering survey practices.
- G. Submit copy of Site drawing and certificate signed by land surveyor certifying elevations and locations of the Work are in conformance with Contract Documents.
- H. Maintain complete and accurate log of control and survey Work as Work progresses.
- I. Protect survey control points prior to starting Site Work; preserve permanent reference points during construction.
- J. Promptly report to Engineer loss or destruction of reference point or relocation required because of changes in grades or other reasons.
- K. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Engineer.
- L. Final Survey: Prior to Substantial Completion, prepare final survey illustrating locations, dimensions, angles, and elevations of all Work and the relationship to permanent bench marks and property lines.
 - 1. Vertical Datum: NAVD 88.
 - 2. Horizontal Datum: NAD 83 State Plane Grid, Florida East Zone.
 - 3. Include certification, signed by surveyor, that the survey meets State of Florida applicable standards of practice for As-Built/Record Surveys.

1.3 CLOSEOUT PROCEDURES

- A. Prerequisites to Substantial Completion: Complete following items before requesting Certification of Substantial Completion, either for entire Work or for portions of Work:
 - 1. Submit maintenance manuals, Project record documents, digital images of construction photographs, and other similar final record data in compliance with this Section.
 - 2. Complete facility startup, testing, adjusting, balancing of systems and equipment, demonstrations, and instructions to Owner's operating and maintenance personnel as specified in compliance with this Section.
 - 3. Conduct inspection to establish basis for request that Work is substantially complete. Create comprehensive list (initial punch list) indicating items to be completed or corrected, value of incomplete or nonconforming Work, reason for being incomplete, and date of anticipated completion for each

item. Include copy of list with request for Certificate of Substantial Completion.

4. Obtain and submit releases enabling Owner's full, unrestricted use of Project and access to services and utilities. Include certificate of occupancy, operating certificates, and similar releases from authorities having jurisdiction and utility companies.
5. Deliver tools, spare parts, extra stocks of material, and similar physical items to Owner.
6. Make final change-over of locks and transmit keys directly to Owner. Advise Owner's personnel of change-over in security provisions.
7. Discontinue or change over and remove temporary facilities and services from Project Site, along with construction tools, mockups, and similar elements.
8. Perform final cleaning according to this Section.

B. Substantial Completion Inspection:

1. When Contractor considers Work to be substantially complete, submit to Engineer:
 - a. Written certificate that Work, or designated portion, is substantially complete.
 - b. List of items to be completed or corrected (initial punch list).
2. Engineer will make inspection to determine whether Work or designated portion is substantially complete.
3. Should Engineer determine that Work is not substantially complete:
 - a. Engineer will promptly notify Contractor in writing, stating reasons for its opinion.
 - b. Contractor shall remedy deficiencies in Work and send second written request for Substantial Completion to Engineer.
 - c. Engineer will reinspect Work.
 - d. Redo and Inspection of Deficient Work: Repeated until Work passes Engineer's inspection.
4. When Engineer finds that Work is substantially complete, Engineer will:
 - a. Prepare Certificate of Substantial Completion, accompanied by Contractor's list of items to be completed or corrected as verified and amended by Engineer and Owner (final punch list).
 - b. Submit Certificate to Owner and Contractor for their written acceptance of responsibilities assigned to them in Certificate.
5. After Work is substantially complete, Contractor shall:
 - a. Allow Owner occupancy of Project under provisions stated in Certificate of Substantial Completion.
 - b. Complete Work listed for completion or correction within time period stipulated.

C. Prerequisites for Final Completion: Complete following items before requesting final acceptance and final payment.

1. When Contractor considers Work to be complete, submit written certification that:

- a. Contract Documents have been reviewed.
 - b. Work has been examined for compliance with Contract Documents.
 - c. Work has been completed according to Contract Documents.
 - d. Work is completed and ready for final inspection.
 - 2. Submittals: Submit following:
 - a. Final punch list indicating all items have been completed or corrected.
 - b. Final payment request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
 - c. Specified warranties, workmanship/maintenance bonds, maintenance agreements, and other similar documents.
 - d. Accounting statement for final changes to Contract Sum.
 - e. Contractor's affidavit of payment of debts and claims.
 - f. Contractor affidavit of release of liens.
 - g. Consent of surety to final payment.
 - 3. Perform final cleaning for Contractor-soiled areas according to this Section.
- D. Final Completion Inspection:
- 1. Engineer will make inspection to determine whether Work or designated portion is complete.
 - 2. Should Engineer consider Work to be incomplete or defective:
 - a. Engineer will promptly notify Contractor in writing, listing incomplete or defective Work.
 - b. Contractor shall remedy stated deficiencies and send second written request to Engineer that Work is complete.
 - c. Engineer will reinspect Work.
 - d. Redo and Inspection of Deficient Work: Repeated until Work passes Engineer's inspection.

1.4 STARTING OF SYSTEMS

- A. Coordinate schedule for startup of various equipment and systems.
- B. Notify Engineer seven (7) days prior to startup of each item.
- C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions which may cause damage.
- D. Verify that tests, meter readings, and electrical characteristics agree with those required by equipment or system manufacturer.

- E. Verify that wiring and support components for equipment are complete and tested.
- F. Execute startup under supervision of manufacturer's representative or Contractors' personnel according to manufacturer's instructions.
- G. When specified in individual Specification Sections, require manufacturer to provide authorized representative who will be present at Site to inspect, check, and approve equipment or system installation prior to startup and will supervise placing equipment or system in operation.
- H. Submit a written report according to Section 01 33 00 - Submittal Procedures that equipment or system has been properly installed and is functioning correctly.

1.5 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate operation and maintenance of products to Owner's personnel two (2) weeks prior to date of Substantial Completion.
- B. Demonstrate Project equipment and instruct in classroom environment at a location determined by the Owner and instructed by authorized manufacturer's representative who is knowledgeable about the Project.
- C. Video Recordings: If specified in individual sections, provide high-quality color video recordings of demonstration and instructional sessions. Engage commercial videographer to record sessions. Include classroom instructions, demonstrations, board diagrams, and other visual aids. Include menu navigation.
- D. For equipment or systems requiring seasonal operation, perform demonstration for other season within six (6) months.
- E. Use operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.
- F. Demonstrate startup, operation, control, adjustment, troubleshooting, servicing, maintenance, and shutdown of each item of equipment at scheduled time, at equipment location.
- G. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.
- H. Required instruction time for each item of equipment and system is specified in individual Specification Sections.

1.6 PROJECT RECORD DOCUMENTS

- A. Maintain on Site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed Shop Drawings, product data, and Samples.
 - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress, not less than weekly.
- E. Specifications: Legibly mark and record, at each product Section, description of actual products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates used.
 - 3. Changes made by Addenda and modifications.
- F. As-Built Drawings:
 - 1. As-Built Drawings shall be prepared, signed, and sealed by a Professional Mapper and Surveyor (PMS), licensed to practice in the State of Florida.
 - 2. The following information is required on all As-Built Drawings. The Contractor shall note that additional information may be required by the Engineer when deemed necessary.
 - a. Include Contract modifications such as Addenda, supplementary instructions, change directives, field orders, minor changes in the Work, and Change Orders.
 - b. The drawings shall be revised (redrawn) to scale to indicate final as-built data (true to scale) and in accordance to all construction changes. Only changing a station and off-set note or just adding notes is not acceptable for horizontal or vertical changes. In making changes to the drawings, utility lines or other features to be changed shall be erased before new lines are drawn, notations to be changed shall be reworded as required.
 - c. Items that were not installed as shown shall be so indicated by placing a "revision cloud" around the as-built information and a note shall be placed on the sheet near the lower right-hand corner in bold marking indicating that the information contained within the cloud is as-built. The as-built date shall also be shown.
 - d. Items that were constructed exactly per plan shall be shown by placing an asterisk adjacent to the as-built information indicating that it was built per plan with no changes.

3. Procedure for Submitting As-Build Drawings:
 - a. Original Submittal: Three (3) copies of all required As-Built materials shall be submitted to the Engineer. No originals or certified copies shall be submitted in the Original Submittal. Submittals must be furnished with a cover sheet or letter of transmittal. As-Built submitted without cover sheets will not be accepted. In lieu of paper submittals, As-Built can be submitted electronically until the final submittal.
 - b. As-Built Review: The Original Submittal shall be reviewed for content and compliance to the specified requirements. If the As-Built are found to be incomplete, one set will be returned with comments marked in red. The Contractor shall correct the As-Built as indicated.
 - c. Resubmittal: After corrections, additions, or deletions are complete, the As-Built shall be resubmitted. Three (3) sets of those items that were returned for corrections along with the red lined set shall be resubmitted. Resubmittal without the red lined set will be refused. No resubmittals will be accepted without a cover sheet. No originals or certified copies shall be submitted with the Resubmittal.
 - d. Final Submittal: After all As-Built have been reviewed and comply with all specified requirements, the Engineer shall notify the Contractor to submit final As-Built. Final As-Built shall include a cover letter, two copies of the As-Built signed, sealed and dated by a professional mapper and surveyor licensed in the State of Florida, and one electronic file with one reproducible original. The Final Submittal shall also include As-Built Drawings in AutoCAD .dwg format. The Contractor shall verify the version of AutoCAD utilized by the Owner to prevent file compatibility issues.

1.7 OPERATION AND MAINTENANCE DATA

- A. Submit in PDF composite electronic indexed file.
- B. Submit data bound in 8-1/2 x 11-inch text pages, three D side ring binders with durable plastic covers.
- C. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS," title of Project, and subject matter of binder when multiple binders are required.
- D. Internally subdivide binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.

- E. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- F. Contents: Prepare table of contents for each volume, with each product or system description identified, typed on white paper, in three parts as follows:
 - 1. Part 1: Directory, listing names, addresses, and telephone numbers of Engineer, Contractor, Subcontractors, and major equipment suppliers.
 - 2. Part 2: Operation and maintenance instructions, arranged by system and subdivided by Specification Section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Include the following:
 - a. Significant design criteria.
 - b. List of equipment.
 - c. Parts list for each component.
 - d. Operating instructions.
 - e. Maintenance instructions for equipment and systems.
 - f. Maintenance instructions for finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
 - g. Safety precautions to be taken when operating and maintaining or working near equipment.
 - 3. Part 3: Project documents and certificates, including the following:
 - a. Shop Drawings and product data.
 - b. Air and water balance reports.
 - c. Certificates.
 - d. Photo copies of warranties.

1.8 MANUAL FOR MATERIALS AND FINISHES

- A. Submit two (2) copies of preliminary draft or proposed formats and outlines of contents before start of Work. Engineer will review draft and return one (1) copy with comments.
- B. For equipment or component parts of equipment put into service during construction and operated by Owner, submit documents within ten (10) days after acceptance.
- C. Submit one copy of completed volumes before Substantial Completion. Draft copy to be reviewed and returned after Substantial Completion, with Engineer comments. Revise content of document sets as required prior to final submission.
- D. Submit three (3) sets of revised final volumes within ten (10) days after final inspection.
- E. Submit in PDF composite electronic indexed file of final manual within ten (10) days after final inspection.

- F. Building Products, Applied Materials, and Finishes: Include product data, with catalog number, size, composition, and color and texture designations. Include information for re-ordering custom-manufactured products.
- G. Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- H. Moisture Protection and Weather Exposed Products: Include product data listing applicable reference standards, chemical composition, and details of installation. Include recommendations for inspections, maintenance, and repair.
- I. Additional Requirements: As specified in individual product Specification Sections.
- J. Include listing in table of contents for design data, with tabbed fly sheet and space for insertion of data.

1.9 MANUAL FOR EQUIPMENT AND SYSTEMS

- A. Submit two (2) copies of preliminary draft or proposed formats and outlines of contents before start of Work. Engineer will review draft and return one (1) copy with comments.
- B. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit documents within ten (10) days after acceptance.
- C. Submit one copy of completed volumes before Substantial Completion. Draft copy will be reviewed and returned after Substantial Completion, with Engineer comments. Revise content of document sets as required prior to final submission.
- D. Submit three (3) sets of revised final volumes within ten (10) days after final inspection.
- E. Submit in PDF composite electronic indexed file of final manual within ten (10) days after final inspection.
- F. Each Item of Equipment and Each System: Include description of unit or system and component parts. Identify function, normal operating characteristics, and limiting conditions. Include performance curves, with engineering data and tests, and complete nomenclature and model number of replaceable parts.
- G. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
- H. Include color-coded wiring diagrams as installed.

- I. Operating Procedures: Include startup, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shutdown, and emergency instructions. Include summer, winter, and special operating instructions.
- J. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- K. Include servicing and lubrication schedule and list of lubricants required.
- L. Include manufacturer's printed operation and maintenance instructions.
- M. Include sequence of operation by controls manufacturer.
- N. Include original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- O. Include control diagrams by controls manufacturer as installed.
- P. Include Contractor's coordination drawings with color-coded piping diagrams as installed.
- Q. Include charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- R. Include list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- S. Include test and balancing reports as specified in Section 01 40 00 - Quality Requirements.
- T. Additional Requirements: As specified in individual product Specification Sections.
- U. Include listing in table of contents for design data with tabbed dividers and space for insertion of data.

1.10 SPARE PARTS AND MAINTENANCE PRODUCTS

- A. Furnish spare parts, maintenance, and extra products in quantities specified in individual Specification Sections.
- B. Deliver to Project Site and place in location as directed by Owner; obtain receipt prior to final payment.

1.11 PRODUCT WARRANTIES AND PRODUCT BONDS

- A. Obtain warranties and bonds executed in duplicate by responsible Subcontractors, suppliers, and manufacturers within ten (10) days after completion of applicable item of Work.
- B. Execute and assemble transferable warranty documents and bonds from Subcontractors, suppliers, and manufacturers.
- C. Verify documents are in proper form, contain full information, and are notarized.
- D. Co-execute submittals when required.
- E. Include table of contents and assemble in three D side ring binder with durable plastic cover.
- F. Submit prior to final Application for Payment.
- G. Time of Submittals:
 - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten (10) days after acceptance.
 - 2. Make other submittals within ten (10) days after date of Substantial Completion, prior to final Application for Payment.
 - 3. For items of Work for which acceptance is delayed beyond Substantial Completion, submit within ten (10) days after acceptance, listing date of acceptance as beginning of warranty or bond period.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that existing Site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new Work being applied or attached.
- C. Examine and verify specific conditions described in individual Specification Sections.
- D. Verify that utility services are available with correct characteristics and in correct locations.

3.2 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance according to manufacturer's instructions.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer-required or -recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

3.3 EXECUTION

- A. Comply with manufacturer's installation instructions, performing each step in sequence. Maintain one set of manufacturer's installation instructions at Project Site during installation and until completion of construction.
- B. When manufacturer's installation instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
- C. Verify that field measurements are as indicated on approved Shop Drawings or as instructed by manufacturer.
- D. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.
 - 1. Secure Work true to line and level and within specified tolerances, or if not specified, industry-recognized tolerances.
 - 2. Physically separate products in place, provide electrical insulation, or provide protective coatings to prevent galvanic action or corrosion between dissimilar metals.
 - 3. Exposed Joints: Provide uniform joint width and arrange to obtain best visual effect. Refer questionable visual-effect choices to Engineer for final decision.
- E. Allow for expansion of materials and movement of structures.
- F. Climatic Conditions and Project Status: Install each unit of Work under conditions to ensure best possible results in coordination with entire Project.
 - 1. Isolate each unit of Work from incompatible Work as necessary to prevent deterioration.
 - 2. Coordinate enclosure of Work with required inspections and tests to minimize necessity of uncovering Work for those purposes.
- G. Mounting Heights: Where not indicated, mount individual units of Work at industry recognized standard mounting heights for particular application indicated.
 - 1. Refer questionable mounting heights choices to Engineer for final decision.

- 2. Elements Identified as Accessible to Handicapped: Comply with applicable codes and regulations.
- H. Adjust operating products and equipment to ensure smooth and unhindered operation.
- I. Clean and perform maintenance on installed Work as frequently as necessary through remainder of construction period. Lubricate operable components as recommended by manufacturer.

3.4 CUTTING AND PATCHING

- A. Employ skilled and experienced installers to perform cutting and patching.
- B. Submit written request in advance of cutting or altering elements affecting:
 - 1. Structural integrity of element.
 - 2. Integrity of weather-exposed or moisture-resistant elements.
 - 3. Efficiency, maintenance, or safety of element.
 - 4. Visual qualities of sight-exposed elements.
 - 5. Work of Owner or separate contractor.
- C. Execute cutting, fitting, and patching including excavation and fill to complete Work and to:
 - 1. Fit the several parts together, to integrate with other Work.
 - 2. Uncover Work to install or correct ill-timed Work.
 - 3. Remove and replace defective and nonconforming Work.
 - 4. Remove samples of installed Work for testing.
 - 5. Provide openings in elements of Work for penetrations of mechanical and electrical Work.
- D. Execute Work by methods to avoid damage to other Work and to provide proper surfaces to receive patching and finishing.
- E. Cut masonry and concrete materials using masonry saw or core drill.
- F. Restore Work with new products according to requirements of Contract Documents.
- G. Fit Work tight to pipes, sleeves, ducts, conduits, and other penetrations through surfaces.
- H. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.
- I. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for assembly, refinish entire unit.
- J. Identify hazardous substances or conditions exposed during the Work to Engineer for decision or remedy.

3.5 PROTECTING INSTALLED CONSTRUCTION

- A. Protect installed Work and provide special protection where specified in individual Specification Sections.
- B. Provide temporary and removable protection for installed products. Control activity in immediate Work area to prevent damage.
- C. Prohibit traffic from landscaped areas.

3.6 FINAL CLEANING

- A. Execute final cleaning prior to final Project assessment.
 - 1. Employ experienced personnel or professional cleaning firm.
- B. Clean interior and exterior glass and surfaces exposed to view; remove temporary labels, stains, and foreign substances; polish transparent and glossy surfaces.
- C. Clean equipment and fixtures to sanitary condition with appropriate cleaning materials.
- D. Replace filters of operating equipment.
- E. Clean debris from drainage systems.
- F. Clean Site; sweep paved areas, rake clean landscaped surfaces.
- G. Remove waste and surplus materials, rubbish, and construction facilities from Site.

END OF SECTION

SECTION 02 41 19

DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Preparation.
 - 2. Salvage requirements.
 - 3. Demolition.

1.2 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Demolition Schedule: Indicate overall schedule and interruptions required for utility and building services.
- C. Shop Drawings:
 - 1. Indicate demolition and removal sequence.
 - 2. Indicate location of items designated for reuse and Owner's retention.
 - 3. Indicate location and construction of temporary work.

1.3 CLOSEOUT SUBMITTALS

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for submittals.
- B. Project Record Documents: Accurately record actual locations of capped utilities, concealed utilities discovered during demolition, and subsurface obstructions.

1.4 QUALITY ASSURANCE

- A. Conform to applicable codes and regulations for demolition work, dust control, and products requiring electrical disconnection and re-connection.
- B. Conform to applicable codes and regulations for procedures when hazardous or contaminated materials are discovered.
- C. Obtain required permits from authorities having jurisdiction.
- D. Perform Work in accordance with federal, state, and local regulations.

1.5 SEQUENCING

- A. Section 01 10 00 - Summary: Requirements for sequencing.
- B. Owner may conduct salvage operations before demolition begins to remove materials Owner chooses to retain.

1.6 SCHEDULING

- A. Section 01 30 00 - Administrative Requirements: Requirements for scheduling.
- B. Schedule Work to coincide with new construction.
- C. Cooperate with Owner in scheduling noisy operations and waste removal that may impact Owners operation in adjoining spaces.
- D. Coordinate utility and building service interruptions with Owner.
 - 1. Do not disable or disrupt building fire or life safety systems without five (5) days prior written notice to Owner.
 - 2. Schedule tie-ins to existing systems to minimize disruption.

1.7 PROJECT CONDITIONS

- A. Conduct demolition to minimize interference with adjacent facilities.
- B. Cease operations immediately if structure appears to be in danger and notify Engineer. Do not resume operations until directed.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 PREPARATION

- A. Notify affected utility companies before starting work and comply with applicable requirements.
- B. Mark location and termination of utilities.
- C. Erect, and maintain temporary barriers and security devices, including warning signs and lights, and similar measures, for protection of the public, Owner, and existing improvements indicated to remain.
- D. Layout cuts in post tensioned concrete elements to avoid cutting concrete within 12 inches of any stressing tendon. Notify Engineer five (5) days in advance of cutting post-tensioned concrete.

- E. Erect and maintain weatherproof closures for exterior openings.
- F. Provide and maintain temporary measures to prevent spread of dust, odors, and noise.
- G. Prevent movement of existing structures, utilities, or other facilities pertaining or adjacent to demolition activities; provide temporary bracing and shoring required.
- H. Do not close or obstruct building egress path.

3.2 SALVAGE REQUIREMENTS

- A. Coordinate with Owner to identify components and equipment required to be removed and delivered to Owner.
- B. Tag components and equipment Owner designates for salvage.
- C. Protect designated salvage items from demolition operations until items can be removed.
- D. Carefully remove components and equipment indicated to be salvaged.
- E. Disassemble as required to permit removal.
- F. Package small and loose parts to avoid loss.
- G. Mark equipment and packaged parts to permit identification and consolidation of components of each salvaged item.
- H. Prepare assembly instructions consistent with disassembled parts. Package assembly instructions in protective envelope and securely attach to each disassembled salvaged item.
- I. Deliver salvaged items to Owner. Obtain signed receipt from Owner.

3.3 DEMOLITION

- A. Conduct demolition and/or removal operations, and the removal of equipment and debris to ensure minimum interference with roadways, walkways, and parking areas both onsite and offsite, and to ensure minimum interference with occupied or used facilities.
- B. Coordinate demolition activities to minimize impacts with Owner's operations.
- C. Maintain protected egress from and access to adjacent existing buildings and parking areas at all times.
- D. Do not close or obstruct roadways, driveways, parking areas, or sidewalks without prior written approval from the Engineer.

- E. Cease operations immediately when any structure or facility appears to be in danger and notify Engineer.
- F. Partial demolition of existing concrete structures and slabs shall include saw cutting in neat, orderly lines.
- G. Disconnect and remove designated utilities within demolition areas.
- H. Cap and identify abandoned utilities at termination points when utility is not completely removed. Annotate Record Drawings indicating location and type of service for capped utilities remaining after demolition.
- I. Demolish in orderly and careful manner. Protect existing improvements and facilities.
- J. Carefully remove components indicated to be reused.
 - 1. Disassemble components as required to permit removal.
 - 2. Package small and loose parts to avoid loss.
 - 3. Mark components and packaged parts to permit reinstallation.
 - 4. Store components, protected from construction operations, until reinstalled.
- K. Remove demolished materials from site except where specifically noted otherwise. Do not burn or bury materials on site.
- L. Remove materials as Work progresses. Upon completion of Work, leave areas in clean condition.
- M. Remove temporary Work.

END OF SECTION

SECTION 03 30 00

CONCRETE

PART 1 – GENERAL

1.1 DESCRIPTION

- A. Scope:
 - 1. Contractor shall provide all labor, materials, equipment, and incidentals as shown, specified, and required to furnish and install concrete, reinforcing, and related materials.
 - 2. The Work includes:
 - a. Providing concrete consisting of portland cement, fine and coarse aggregates, water, and approved admixtures; combined, mixed, transported, placed, finished, and cured.
 - b. Fabricating and placing reinforcing, including ties and supports.
 - c. Design, erection, and removal of formwork.
 - d. Building into the concrete all sleeves, frames, anchorage devices, inserts, and other items required to be embedded in concrete.
 - e. Providing openings in concrete as required to accommodate Work under this and other Sections.
- B. Coordination:
 - 1. Review installation procedures under other Sections and coordinate installation of items to be installed in the concrete Work.
- C. Classifications of Concrete:
 - 1. Class “A” concrete shall be steel-reinforced and includes all concrete unless otherwise shown or indicated.
 - 2. Class “B” concrete shall be placed without forms or with simple forms, with little or no reinforcing. Class “B” concrete shall only be used where shown or indicated.

1.2 REFERENCES

- A. Standards referenced in this Section are:
 - 1. ACI 224R, Control of Cracking in Concrete Structures.
 - 2. ACI 301, Specifications for Structural Concrete for Buildings.
 - 3. ACI 304R, Guide for Measuring, Mixing, Transporting and Placing Concrete.
 - 4. ACI 305R, Specification for Hot Weather Concreting.
 - 5. ACI 306R, Cold Weather Concreting.
 - 6. ACI 309R, Guide for Consolidation of Concrete.

7. ACI 318, Building Code Requirements for Structural Concrete and Commentary.
8. ACI 347, Guide to Formwork for Concrete.
9. ACI SP-66, ACI Detailing Manual.
10. ASTM A82/A82M, Specification for Steel Wire, Plain, for Concrete Reinforcement.
11. ASTM A185/A185M, Specification for Steel Welded Wire Reinforcement, Plain, for Concrete.
12. ASTM A615/A615M, Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement.
13. ASTM C31/C31M, Practice for Making and Curing Concrete Test Specimens in the Field.
14. ASTM C33/C33M, Specification for Concrete Aggregates.
15. ASTM C39/C39M, Test Method for Compressive Strength of Cylindrical Concrete Specimens.
16. ASTM C42/C42M, Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete.
16. ASTM C94/C94M, Specification for Ready-Mixed Concrete.
17. ASTM C138/C138M, Test Method for Density (Unit Weight), Yield, and Air Content (Gravimetric) of Concrete.
18. ASTM C143/C143M, Test Method for Slump of Hydraulic-Cement Concrete.
19. ASTM C150/C150M, Specification for Portland Cement.
20. ASTM C172, Practice for Sampling Freshly Mixed Concrete.
21. ASTM C231, Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method.
22. ASTM C260, Specification for Air-Entraining Admixtures for Concrete.
23. ASTM C309, Specification for Liquid Membrane-Forming Compounds for Curing Concrete.
24. ASTM C494/C494M, Specification for Chemical Admixtures for Concrete.
25. ASTM C579, Methods for Compressive Strength of Chemical-Resistant Mortars, Grouts, Monolithic Surfacing, and Polymer Concretes.
26. ASTM C1064/C1064M, Standard Test Method for Temperature of Freshly Mixed Hydraulic-Cement Concrete.
27. ASTM D1752, Specification for Preformed Sponge Rubber Cork and Recycled PVC Expansion Joint Fillers for Concrete Paving and Structural Construction.
28. ASTM E96/E96M, Test Methods for Water Vapor Transmission of Materials
29. ASTM E154, Test Methods for Water Vapor Retarders Used in Contact with Earth Under Concrete Slabs, on Walls, or as Ground Cover.

30. CRD-C 572, U. S. Army Corps of Engineers Specification for Polyvinylchloride Waterstops.
31. CRSI 1MSP, Manual of Standard Practice.

1.3 QUALITY ASSURANCE

- A. Laboratory Trial Batch:
 1. Employ independent testing laboratory experienced in design and testing of concrete materials and mixes to perform material evaluation tests and to design concrete mixes.
 2. Each concrete mix design specified shall be verified by laboratory trial batch, unless indicated otherwise.
 3. Perform the following testing on each trial batch:
 - a. Aggregate gradation for fine and coarse aggregates.
 - b. Slump.
 - c. Air content.
 - d. Compressive strength based on three cylinders each tested at seven days and at 28 days.
 4. Submit for each trial batch the following information:
 - a. Project identification name and number (if applicable).
 - b. Date of test report.
 - c. Complete identification of aggregate source of supply.
 - d. Tests of aggregates for compliance with the Contract Documents.
 - e. Scale weight of each aggregate.
 - f. Absorbed water in each aggregate.
 - g. Brand, type, and composition of cementitious materials.
 - h. Brand, type, and amount of each admixture.
 - i. Amounts of water used in trial mixes.
 - j. Proportions of each material per cubic yard.
 - k. Gross weight and yield per cubic yard of trial mixtures.
 - l. Measured slump.
 - m. Measured air content.
 - n. Compressive strength developed at seven days and 28 days, from not less than three test cylinders cast for each seven day and 28-day test, and for each design mix.

1.4 SUBMITTALS

- A. Action Submittals: Submit the following:
 1. Shop Drawings:
 - a. List of concrete materials and concrete mix designs proposed for use. Include results of tests performed to qualify the materials and to establish the mix designs. Do not start laboratory trial batch testing until this submittal is approved by Engineer.

- b. Laboratory Trial Batch Reports: Submit laboratory test reports for concrete cylinders, materials, and mix design tests.
 - c. Concrete placement drawings showing the location and type of all joints.
 - d. Drawings for fabricating, bending, and placing concrete reinforcing. Comply with ACI SP-66. For walls and masonry construction, provide elevations to a minimum scale of 1/4-inch to one foot. Show bar schedules, stirrup spacing, adhesive dowels, splice lengths, diagrams of bent bars, arrangements, and assemblies, as required for fabricating and placing concrete reinforcing.
 - 2. Product Data:
 - a. Manufacturer's specifications with application and installation instructions for proprietary materials and items, including admixtures and bonding agents.
 - 3. Samples:
 - a. Samples: Submit samples of materials as specified and as otherwise requested by Engineer, including names, sources, and descriptions.
- B. Informational Submittals: Submit the following:
- 1. Delivery Tickets: Copies of all delivery tickets for each load of concrete delivered to or mixed at the Site. Each delivery tickets shall contain the information in accordance with ASTM C94/C94M along with project identification name and number (if any), date, mix type, mix time, quantity and amount of water introduced.
 - 2. Site Quality Control Submittals:
 - a. Report of testing results for testing of field concrete cylinders for each required time period. Submit within 24 hours after completion of associated test. Test report shall include results of all testing required at time of sampling.

1.5 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Transportation, Delivery, and Handling:
 - 1. Deliver concrete reinforcing products to Site bundled, tagged, and marked. Use metal tags indicating bar size, lengths, and other information corresponding to markings on approved Shop Drawings.
 - 2. Materials used for concrete shall be clean and free from foreign matter during transportation and handling, and kept separate until measured and placed into concrete mixer.
 - 3. Implement suitable measures during hauling, piling, and handling to ensure that segregation of coarse and fine aggregate particles does not occur and grading is not affected.

4. Deliver grout materials from manufacturers in unopened containers that bear intact manufacturer labeling.
- B. Storage:
1. Store formwork materials above ground on framework or blocking. Cover wood for forms and other accessory materials with protective, waterproof covering. Provide for adequate air circulation or ventilation under cover.
 2. Store concrete reinforcing materials to prevent damage and accumulation of dirt and excessive rust. Store on heavy wood blocking so that reinforcing does not come into contact with the ground. Space framework or blocking supports to prevent excessive deformation of stored materials.
 3. Store concrete joint materials on platforms or in enclosures or covered to prevent contact with ground and exposure to weather and direct sunlight.
 4. For storage of concrete materials, provide bins or platforms with hard, clean surfaces.
 5. Comply with Section 01 66 00, Product Storage and Handling Requirements.

PART 2 – PRODUCTS

2.1 CONCRETE MATERIALS

- A. Portland Cement: ASTM C150/C150M, Type II.
- B. Aggregates: ASTM C33/C33M.
1. Fine Aggregate: Clean, sharp, natural sand free of loam, clay, lumps, and other deleterious substances. Dune sand, bank run sand, and manufactured sand are unacceptable.
 2. Coarse Aggregate:
 - a. Clean, uncoated, processed aggregate containing no clay, mud, loam, or foreign matter.
 - b. Coarse aggregate shall comply with the following:
 - 1) Crushed stone, processed from natural rock or stone.
 - 2) Washed gravel, either natural or crushed. Slag, pit gravel, and bank-run gravel are not allowed.
 - c. Coarse Aggregate Size: ASTM C33/C33M, Nos. 57 or 67, unless otherwise approved by Engineer.
- C. Water: Clean, potable.
- D. Admixtures:
1. Air-Entraining Admixture: ASTM C260.

2. Water-Reducing Admixture: ASTM C494/C494M, Type A.
3. Water Reducing and Set-Adjusting Admixtures: ASTM C494/C494M, Types D and E.
4. High Range Water-Reducing Admixture: ASTM C494/C494M, Type F/G.
5. Use only admixtures that have been tested and approved in the mix designs.
6. Do not use calcium chloride or admixtures containing chloride ions.

2.2 CONCRETE MIX

- A. General:
 1. Normal weight: 145 pounds per cubic foot.
 2. Use air-entraining admixture in all concrete. Provide not less than four percent, nor more than eight percent, entrained air for concrete exposed to freezing and thawing, and provide from three to five percent entrained air for other concrete.
- B. Proportioning and Design of Class "A" Concrete Mix:
 1. Minimum compressive strength at 28 days: 4,500 psi.
 2. Maximum water-cement ratio by weight: 0.42.
 3. Minimum cement content: 564 pounds per cubic yard.
- C. Slump Limits:
 1. Proportion and design mixes to result in concrete slump at point of placement of not less than one inch and not more than four inches.
 2. When using high-range water reducers, slump prior to addition of admixture shall not exceed three inches. Slump after adding admixture shall not exceed eight inches at point of placement.
- D. Adjustment of Concrete Mixes:
 1. Concrete mix design adjustments may be requested by Contractor when warranted by characteristics of materials, Site conditions, weather, test results, or other, similar circumstances.
 2. Submit for Engineer's approval laboratory test data for adjusted concrete mix designs, including compressive strength test results.
 3. Implement adjusted mix designs only after Engineer's approval.
 4. Adjustments to concrete mix designs shall not result in additional costs to Owner.

2.3 FORM MATERIALS

- A. Provide form materials with sufficient stability to withstand pressure of placed concrete without bow or deflection. Contractor shall be responsible for designing the formwork system to resist all applied loads including pressures from fluid concrete and construction loads.

- B. Smooth Form Surfaces: Acceptable panel-type to provide continuous, straight, smooth, as-cast surfaces in accordance with ACI 301.
- C. Unexposed Concrete Surfaces: Material to suit project conditions.
- D. Provide 3/4-inch chamfer at all external corners. Chamfer is not required at re-entrant corners unless otherwise shown or indicated.
- E. Form Ties:
 - 1. Provide factory-fabricated, removable, or snap-off metal form ties, that prevent form deflection and prevent spalling of concrete surfaces upon removal. Materials used for tying forms are subject to approval of Engineer.
 - 2. Unless otherwise shown or indicated, provide ties so that portion remaining within concrete after removal of exterior parts is at least 1.5 inches from outer surface of concrete. Unless otherwise shown or indicated, provide form ties that, upon removal, will leave a uniform, circular hole not larger than one-inch diameter in the concrete surface.
 - 3. Ties for exterior walls, below-grade walls, and walls subject to hydrostatic pressure shall be provided with waterstops.
 - 4. Wire ties are unacceptable.

2.4 REINFORCING MATERIALS

- A. Reinforcing Bars: ASTM A615/A615M, Grade 60 deformed bars.
- B. Welded Wire Fabric: ASTM A185/A185M.
- C. Steel Wire: ASTM A82/A82M.
- D. Provide supports for reinforcing including bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing in place.
 - 1. Use wire bar-type supports complying with CRSI MSP1 recommendations, except as specified in this Section. Do not use wood, brick, or other unacceptable materials.
 - 2. For slabs on grade, use precast concrete blocks, four inches square minimum with compressive strength equal to or greater than the surrounding concrete, or supports with sand plates or horizontal runners where base materials will not support chair legs.
 - 3. For all concrete surfaces where legs of supports are in contact with forms, provide supports having either hot-dip galvanized, plastic-protected, or stainless steel legs in accordance with CRSI MSP1.
 - 4. Provide precast concrete supports over waterproof membranes.

- E. Adhesive Dowels:
 - 1. Dowels:
 - a. Dowel reinforcing bars shall comply with ASTM A615, Grade 60.
 - 2. Adhesive:
 - a. For requirements for adhesive, refer to Section 05 05 33, Anchor Systems.

2.5 RELATED MATERIALS

- A. Waterstops:
 - 1. PVC Waterstops:
 - a. Manufacturers: Provide products of one of the following:
 - 1) W.R. Meadows, Inc.
 - 2) Greenstreak Plastic Products Company.
 - 3) Or approved equal.
 - b. PVC Waterstops shall comply with CRD-C 572. Do not use reclaimed or scrap material.
 - c. Minimum Thickness: 3/8-inch.
 - d. Provide waterstops with minimum of seven ribs equally spaced at each end on each side with the first rib located at the edge. Each rib shall be minimum 1/8-inch in height.
 - e. Construction Joints: Waterstops shall be six-inch wide flat-strip type.
 - f. Expansion Joints: Waterstops shall be nine-inch wide centerbulb type.
 - 3. Hydrophilic Waterstops:
 - a. Products and Manufacturers: Provide one of the following:
 - 1) Duroseal Gasket, by BBZ USA, Inc.
 - 2) Adeka Ultraseal MC-2010M, by Asahi Denka Kogyo K.K.
 - 3) Hydrotite, by Greenstreak Plastic Products Company.
 - 4) Or equal.
 - b. Hydrophilic waterstop materials shall be bentonite-free and shall expand by minimum of 80 percent of dry volume in the presence of water to form a watertight joint seal without damaging the concrete in which it is cast.
 - c. Waterstop material shall be composed of resins and polymers that absorb water and cause a completely reversible and repeatable increase in volume.
 - d. Waterstop material shall be dimensionally stable after repeated wet-dry cycles with no deterioration of swelling potential.
 - e. Select material in accordance with manufacturer's recommendations for type of liquid to be contained.

- f. Minimum cross-sectional dimensions: 3/16-inch by 3/4-inch.
- g. Location of hydrophilic waterstops shall be as shown or indicated on the Drawings, or where approved by Engineer.
- h. Hydrophilic Sealant: Shall adhere firmly to concrete, metal, and PVC in dry or damp condition and be indefinitely elastic when cured.
 - 1) Products and Manufacturers: Provide one of the following:
 - a) Duroseal Paste, by BBZ USA, Inc.
 - b) Adeka Ultraseal P-201, by Asahi Denka Kogyo K.K.
 - c) Hydrotite, by Greenstreak Plastic Products Company.
 - d) Or approved equal.

B. Vapor Retarder:

- 1. Products and Manufacturers: Provide one of the following:
 - a. Stego Wrap 10-mil Vapor Retarder, by Stego Industries LLC.
 - b. Griffolyn 10-mil, by Reef Industries.
 - c. Moistop Ultra, by Fortifiber Industries.
 - d. Or approved equal.
- 2. Vapor retarder membrane shall comply with the following.
 - a. Water Vapor Transmission Rate, ASTM E96/E96M: 0.04 perms or lower.
 - b. Water Vapor Retarder, ASTM E1745: Meets or exceeds Class C.
 - c. Thickness of Retarder (plastic), ACI 302 1R: Not less than 10 mils.
 - d. Provide accessories by same manufacturer as vapor retarder.

C. Membrane-Forming Curing Compound: ASTM C309, Type I.

D. Epoxy Bonding Agent:

- 1. Two-component epoxy resin bonding agent.
- 2. Products and Manufacturers: Provide one of the following:
 - a. Sikadur 32, Hi-Mod LPL, by Sika Corporation.
 - b. Eucopoxy LPL, by the Euclid Chemical Company.
 - c. Or approved equal.

E. Epoxy-Cement Bonding Agent:

- 1. Three-component blended epoxy resin-cement bonding agent.
- 2. Products and Manufacturers: Provide one of the following:

- a. Sika Armatec 110 EpoCem, by Sika Corporation.
 - b. Duralprep A.C., by Euclid Chemical Company.
 - c. Or approved equal.
- F. Preformed Expansion Joint Filler:
 - 1. Provide preformed expansion joint filler complying with ASTM D1752, Type I (sponge rubber) or Type II (cork).
- G. Joint Sealant and Accessories:
 - 1. For joint sealants and accessories used on isolation joints, control joints, and expansion joints, refer to Section 07 92 00, Joint Sealants.

2.6 GROUT

- A. Non-shrink Grout:
 - 1. Pre-packaged, non-metallic, cementitious grout requiring only the addition of water at the Site.
 - 2. Minimum 28-day Compressive Strength: 7,000 psi.
 - 3. Products and Manufacturers: Provide one of the following:
 - a. NS Grout by Euclid Chemical Company.
 - b. Set Grout by Master Builders, Inc.
 - c. NBEC Grout by Five Star Products, Inc.
 - d. Or approved equal.
- B. Epoxy Grout:
 - 1. Pre-packaged, non-shrink, non-metallic, 100 percent solids, solvent-free, moisture-insensitive, three-component epoxy grouting system.
 - 2. Minimum Seven-day Compressive Strength: 14,000 psi, when tested in accordance with ASTM C579.
 - 3. Products and Manufacturers: Provide one of the following:
 - a. Euco High Strength Grout, by Euclid Chemical Company.
 - b. Sikadur 42, Grout Pak, by Sika Corporation.
 - c. Five Star Epoxy Grout, by Five Star Products, Inc.
 - d. Or approved equal.
- C. Grout Fill:
 - 1. Grout mix shall consist of cement, fine and coarse aggregates, water, and admixtures complying with requirements specified in this Section for similar materials in concrete.
 - 2. Proportion and mix grout fill as follows:
 - a. Minimum Cement Content: 564 pounds per cubic yard.
 - b. Maximum Water-Cement Ratio: 0.45.
 - c. Maximum Coarse Aggregate size: 1/2-inch, unless

- otherwise indicated.
- d. Minimum 28-day Compressive Strength: 4,000 psi.

PART 3 – EXECUTION

3.1 INSPECTION

- A. Contractor shall examine the substrate and the conditions under which the Work will be performed and notify Engineer in writing of unsatisfactory conditions. Do not proceed with the Work until unsatisfactory conditions are corrected.

3.2 FORMWORK

- A. Construct formwork in accordance with ACI 347 such that concrete members and structures are of correct size, shape, alignment, elevation, and position.
- B. Provide openings in formwork to accommodate the Work of other trades. Accurately place and securely support items required to be built into formwork.
- C. Clean and adjust forms prior to placing concrete. Apply form release agents or wet forms as required. Re-tighten forms during and after concrete placing, when required, to eliminate cement paste leaks.
- D. Removing Formwork:
 - 1. Comply with ACI 301 and ACI 347, except as otherwise indicated in the Contract Documents.
 - 2. Do not remove formwork and shoring until supported concrete members have acquired minimum of 90 percent of specified compressive strength. Results of suitable quality control tests of field-cured specimens may be submitted to Engineer for review as evidence that concrete has attained sufficient strength for removal of supporting formwork and shoring prior to removal times indicated in the Contract Documents.
 - 3. Removal time for formwork is subject to Engineer's acceptance.
 - 4. Repair form tie-holes following in accordance with ACI 301.

3.3 REINFORCING, JOINTS, AND EMBEDDED ITEMS

- A. Comply with the applicable recommendations of Laws and Regulations and standards referenced in this Section, including CRSI MSP1, for details and methods of placing and supporting reinforcing.
- B. Clean reinforcing to remove loose rust and mill scale, earth, ice, and other materials which act to reduce or destroy bond between reinforcing material and concrete.

- C. Position, support, and secure reinforcing against displacement during formwork construction and concrete placing. Locate and support reinforcing by means of metal chairs, runners, bolsters, spacers, and hangers, as required.
 - 1. Place reinforcing to obtain minimum concrete coverages as shown on the Drawings and as required in ACI 318. Arrange, space, and securely tie bars and bar supports together with 16-gage wire to hold reinforcing accurately in position during concrete placing. Set with ties so that twisted ends are directed away from exposed concrete surfaces.
 - 2. Do not secure reinforcing to formwork using wire, nails or other ferrous metal. Metal supports subject to corrosion shall not be in contact with formed or exposed concrete surfaces.
- D. Provide sufficient quantity of supports of strength required to carry reinforcing. Do not place reinforcing more than two inches beyond the last leg of continuous bar support. Do not use supports as bases for runways for concrete conveying equipment and similar construction loads.
- E. Splices: Provide standard reinforcing splices by lapping ends, placing bars in contact, and tying tightly with wire. Comply with requirements shown or indicated for minimum lap of spliced bars, as shown on the Drawings.
- F. Install welded wire fabric in lengths as long as practical, lapping adjoining sections a minimum of one full mesh.
- G. Do not place concrete until reinforcing is inspected and Engineer indicates that conditions are acceptable for placing concrete. Concrete placed in violation of this paragraph will be rejected. Notify Engineer in writing at least two working days prior to proposed concrete placement.
- H. Joints:
 - 1. Provide construction, isolation, expansion, and control joints as indicated or required. Locate construction joints so as to not impair the strength and appearance of the structure. Place isolation and control joints in slabs-on-grade to stabilize differential settlement and random cracking.
 - 2. Locations of joints shall be in accordance with the Contract Documents and as approved by Engineer in the Shop Drawings.
 - 3. Where construction joints are indicated to be roughened, intentionally roughen surfaces of previously-placed concrete to amplitude of 1/4-inch.
- I. Installation of Embedded Items: Set and build into the Work anchorage devices and embedded items required for other Work that is attached to, or supported by, cast-in-place concrete. Use setting diagrams, templates, and

instructions provided under other Sections for locating and setting. Refer to Paragraph 1.1.B of this Section. Do not embed in concrete uncoated aluminum items. Where aluminum items are in contact with concrete surfaces, coat aluminum to prevent direct contact with concrete.

J. Adhesive Dowels:

1. Adhesive dowels shall be reinforcing bar dowels set in an adhesive in hole drilled into hardened concrete. Comply with adhesive system manufacturer's installation instructions regarding hole diameter, drilling method, embedment depth required to fully develop required tensile strength, and hole cleaning and preparation instructions. Unless more-stringent standards are required by adhesive system manufacturer, comply with the following.
2. Drill holes to adhesive system manufacturer's recommended diameter and depth to develop required tensile strength. Holes shall not be more than 1/4-inch greater than nominal bar diameter, and hole depth shall not be less than twelve times nominal bar diameter. Hammer-drill holes. Cored holes are not allowed.
3. Embedment depths shall be based on concrete compressive strength of 2,000 psi when embedded in existing concrete, and 4,000 psi when embedded in new concrete.
4. Determine location of existing reinforcing steel in vicinity of proposed holes prior to drilling. Adjust location of holes to be drilled to avoid drilling through or damaging existing reinforcing bars only when approved by Engineer.
5. Before setting adhesive dowel, hole shall be free of dust and debris using method recommended by adhesive system manufacturer. Hole shall be brushed, with manufacturer-approved brush and blown clean with clean, dry, oil-free compressed air to remove dust and loose particles. Hole shall be dry as defined by adhesive system manufacturer.
6. Inject adhesive into hole through injection system mixing nozzle and necessary extension tubes, placed to bottom of hole. Withdraw discharge end as adhesive is placed, but keep end of tube immersed to prevent forming air pockets. Fill hole to depth that ensures that excess material is expelled from hole during dowel placement.
7. Twist dowels during insertion into partially-filled hole to guarantee full wetting of bar surface with adhesive. Insert bar slowly to avoid developing air pockets.

3.4 CONCRETE PLACING

- A. Site Mixing: Use drum-type batch machine mixer, mixing not less than 1.5 minutes for one cubic yard or smaller capacity. Increase required mixing time by minimum of 15 seconds for each additional cubic yard or fraction thereof.

- B. Ready-Mixed Concrete: Comply with ASTM C94/C94M.
- C. Concrete Placing:
 - 1. Place concrete in a continuous operation within planned joints or sections in accordance with ACI 304R.
 - 2. Do not begin placing concrete until work of other trades affecting concrete is completed.
 - 3. Wet concrete and subgrade surfaces to saturated surface dry condition immediately prior to placing concrete.
 - 4. Deposit concrete as near its final location as practical to avoid segregation due to re-handling or flowing.
 - 5. Avoid separation of the concrete mixture during transportation and placing. Concrete shall not free-fall for distance greater than four feet during placing.
 - 6. Complete concrete placing within 90 minutes of addition of water to the dry ingredients.
- D. Consolidate placed concrete in accordance with ACI 309R using mechanical vibrating equipment supplemented with hand rodding and tamping, such that concrete is worked around placing and other embedded items and into all parts of formwork. Insert and withdraw vibrators vertically at uniformly-spaced locations. Do not use vibrators to transport concrete within the formwork. Vibration of formwork or placing is not allowed.
- E. Protect concrete from physical damage or reduced strength due to weather extremes during mixing, placing, and curing.
 - 1. In hot weather comply with ACI 305R.
 - 2. In cold weather comply with ACI 306R.

3.5 QUALITY OF CONCRETE WORK

- A. Make concrete solid, compact, smooth, and free of laitance, cracks, and cold joints.
- B. Concrete for liquid-retaining structures and concrete in contact with earth, water, or exposed directly to the elements shall be watertight.
- C. Cut out and properly replace to extent directed by Engineer, or repair to satisfaction of Engineer, surfaces that contain cracks or voids, are unduly rough, or are in defective in any way. Patches or plastering are unacceptable.
- D. Repair, removal and replacement of defective concrete directed by Engineer shall be at no additional cost to Owner.

3.6 CURING

- A. Begin initial curing as soon as free water has disappeared from exposed surfaces. Where possible, keep continuously moist for not less than 72 hours. Continue curing by using moisture-retaining cover or membrane-forming curing compound. Cure formed surfaces by moist curing until formwork is removed. Provide protection, as required, to prevent damage to exposed concrete surfaces. Total curing period shall not be less than seven days. Curing methods and materials shall be compatible with scheduled finishes.

3.7 FINISHING

- A. Slab Finish:
 - 1. After placing concrete slabs, do not work the surface further until ready for floating. Begin floating when surface water has disappeared or when concrete has stiffened sufficiently. Use a wood float only. Check and level surface plane to a tolerance not exceeding 1/4-inch in ten feet when tested with a ten foot straightedge placed on the surface at not less than two different angles. Cut down high spots and fill low spots. Uniformly slope surfaces to drains. Immediately after leveling, re-float the surface to a uniform, smooth, granular texture. Slab surfaces shall receive a float finish. Provide additional trowel finishing as required in this Section.
 - 2. After floating, begin first trowel finish operation using power-driven trowel. Begin final troweling when surface produces a ringing sound as trowel is moved over the surface.
 - 3. Consolidate concrete surface by the final hand troweling operation. Finish shall be free of trowel marks, uniform in texture and appearance, and with a surface plane tolerance not exceeding 1/8-inch in ten feet when tested with a ten-foot straightedge. Grind smooth surface defects that would telegraph through applied floor covering system.
 - 4. Use trowel finish for the following:
 - a. Interior exposed slabs, unless otherwise shown or indicated.
 - b. Apply non-slip broom finish, after troweling, to exterior concrete slab and elsewhere as shown.
- B. Apply chemical floor hardener to exposed interior concrete floor areas when cured and dry, in accordance with hardener manufacturer's instructions.

- C. Formed Finish:
 - 1. Provide smooth form concrete finish at exposed surfaces. Use largest practical form panel sizes to minimize form joints. Exposed surfaces include interior water-contacting surfaces of tanks, whether or not directly visible. All surfaces shall be considered as exposed, unless buried or covered with permanent structural or architectural material. After removing forms, patch form tie holes and defects in accordance with ACI 301. Remove fins exceeding 1/8-inch in height. Where surface will be coated or will receive further treatment, remove all fins flush with concrete surface.
 - 2. Provide rough form finish at all unexposed surfaces. After removing forms, patch form tie holes and defects in accordance with ACI 301. Remove fins exceeding 1/2-inch in height.

3.8 GROUT PLACING

- A. Place grout as shown and indicated, and in accordance with grout manufacturer's instructions and recommendations. If grout manufacturer's instructions conflict with the Contract Documents, notify Engineer and not proceed until obtaining Engineer's clarification.
- B. Dry-packing is not allowed, unless otherwise indicated.
- C. Manufacturers of proprietary grout materials shall make available upon 72 hours notice the services of qualified, full-time, factory-trained employee to aid in ensuring proper use of grout materials at the Site.
- D. Placing grout shall comply with temperature and weather limitations described in Article 3.4 of this Section.

3.9 FIELD QUALITY CONTROL

- A. Site Testing Services:
 - 1. Contractor shall employ independent testing laboratory to perform field quality control testing for concrete. Engineer will direct where samples are obtained.
 - 2. Testing laboratory will provide all labor, material, and equipment required for sampling and testing concrete, including: scale, glass tray, cones, rods, molds, air tester, thermometer, and other incidentals required.
- B. Quality Control Testing During Construction:
 - 1. Perform sampling and testing for field quality control during concrete placing, as follows:
 - a. Sampling Fresh Concrete: ASTM C172.
 - b. Slump: ASTM C143/C143M; one test for each concrete

- load at point of discharge.
- c. Concrete Temperature: ASTM C1064/C1064M; one for every two concrete loads at point of discharge, and when a change in the concrete is observed. Test each load when time from batching to placement exceeds 75 minutes.
 - d. Air Content: ASTM C231; one for every two concrete load at point of discharge, and when a change in the concrete is observed.
 - e. Unit Weight: ASTM C138/C138M; one for every two concrete loads at point of discharge, and when a change in the concrete is observed.
 - f. Compression Test Specimens:
 - 1) In accordance with ASTM C31/C31M, make one set of compression cylinders for each 50 cubic yards of concrete, or fraction thereof, of each mix design placed each day. Each set shall be four standard cylinders, unless otherwise directed by Engineer.
 - 2) Cast, store, and cure specimens in accordance with ASTM C31/C31M.
 - g. Compressive Strength Tests:
 - 1) In accordance with ASTM C39/C39M; one specimen tested at seven days, and three specimens tested at 28 days.
 - 2) Concrete that does not comply with strength requirements will be considered as defective Work.
 - h. Submit test results from certified testing laboratory to Engineer within 24 hours of completion of test.
 - i. When there is evidence that strength of in-place concrete does not comply with the Contract Documents, Contractor shall employ the services of concrete testing laboratory to obtain cores from hardened concrete for compressive strength determination. Cores and tests shall comply with ASTM C42/C42M and the following:

END OF SECTION

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SECTION 31 05 13
SOILS FOR EARTHWORK

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Subsoil materials.
 - 2. Crushed stone materials.
 - 3. Topsoil materials.
- B. Related Requirements:
 - 1. Section 31 23 16 - Excavation.
 - 2. Section 31 23 23 - Fill.

1.2 REFERENCE STANDARDS

- A. American Association of State Highway and Transportation Officials:
 - 1. AASHTO T 180 - Standard Method of Test for Moisture-Density Relations of Soils Using a 4.54-kg Rammer and a 457-mm Drop.
- B. ASTM International:
 - 1. ASTM D698 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³).
 - 2. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³).
 - 3. ASTM D2487 - Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System).
 - 4. ASTM D6938 - Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).

1.3 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Product Data: Submit name of imported materials source.
- C. Samples: Submit, in airtight containers, 10-lb. sample of each type of fill to testing laboratory.
- D. Supplier's Certificate: Certify that products meet or exceed specified requirements.
- E. Source Quality-Control Submittals: Indicate results of testing data demonstrating compliance with the Contract Documents.

1.4 QUALITY ASSURANCE

- A. Furnish each subsoil material from single source throughout Work.
- B. Perform Work according to Florida Department of Transportation standards.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Subsoil:
 - 1. Type S1 - Select Fill:
 - a. Type S1 Select Fill shall be AASHTO M 145 Class A-1 or A-3 and as specified in the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.
 - 2. Type S2 – Excavated Onsite Fill:
 - a. Excavated onsite fill may be used upon approval of the Engineer.
 - b. Excavated onsite fill shall be free of lumps larger than 3 inches, rocks larger than 2 inches, debris, and organic matter.
 - c. Liquid Limit < 45.
 - d. Plasticity Index < 25.
- B. Crushed Stone:
 - 1. Type S3 Crushed Stone:
 - a. Durable crushed rock.
 - b. Meets the gradation of ASTM D448 size numbers 56, 57 or 67.
 - c. May be unwashed.
 - d. Free from significant silt clay or unsuitable materials.
 - e. Percentage of wear not more than 40 percent per ASTM C131 or C535.
 - f. Not more than a 12 percent maximum loss when subjective to 5 cycles of sodium sulfate soundness per ASTM C88.
- C. Topsoil:
 - 1. Type S4 – Imported Topsoil: Comply with the Florida Department of Transportation Standard Specifications for Road and Bridge Construction .
 - 2. Type S5 – Onsite Topsoil:
 - a. Excavated and reused onsite topsoil material may be used upon approval by the Engineer.
 - b. If approved, onsite topsoil shall be stockpiled with appropriate erosion and sediment control measures.
 - c. Onsite topsoil shall be graded and single screened.
 - d. Free of roots, rocks larger than 1/2 inch, subsoil, debris, large weeds, and foreign matter.

2.2 SOURCE QUALITY CONTROL

- A. Section 01 40 00 - Quality Requirements: Requirements for testing, inspection, and analysis.
- B. Testing and Analysis:
 - 1. Subsoil Material: Comply with AASHTO T 180.
 - 2. Topsoil Material: Comply with AASHTO T 180.
 - 3. If tests indicate materials do not meet specified requirements, change material and retest.
- C. Owner Inspection:
 - 1. Make subsoil and topsoil available for inspection at source prior to packaging for shipment.
 - 2. Notify Owner at least seven days before inspection is allowed.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Excavation:
 - 1. Excavate subsoil and topsoil from designated areas.
 - 2. Strip topsoil to full depth of topsoil in designated areas.
 - 3. Remove excess excavated materials, subsoil, and topsoil not intended for reuse from Site.
 - 4. Remove excavated materials not meeting requirements for subsoil and topsoil materials from Site.
- B. Stockpiling:
 - 1. Stockpile excavated material meeting requirements for subsoil and topsoil materials.
 - 2. Stockpile materials on Site at locations as indicated. If no stockpile locations are shown, the Contractor shall be responsible for
 - 3. Stockpile in sufficient quantities to meet Project schedule and requirements.
 - 4. Separate differing materials with dividers or stockpile apart to prevent intermixing of soil types or contamination.
 - 5. Stockpile topsoil maximum 8 feet high.
 - 6. Direct surface water away from stockpile to prevent erosion or deterioration of materials.

3.2 CLEANING

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for cleaning.

- B. Stockpile:
1. Remove stockpile and leave area in clean and neat condition.
 2. Grade Site surface to prevent freestanding surface water.

END OF SECTION

SECTION 31 10 00

SITE CLEARING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Removing surface debris.
 - 2. Removing designated paving, curbs, sidewalks, and other existing features.
 - 3. Removing designated trees, shrubs, and other plant life.
 - 4. Removing abandoned utilities.
 - 5. Excavating topsoil.

1.2 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Product Data: Submit data for herbicide. Indicate compliance with applicable codes for environmental protection.

1.3 QUALITY ASSURANCE

- A. Conform to applicable code for environmental requirements and disposal of debris.
- B. Perform Work in accordance with Florida Department of Transportation Standard Specifications for Road and Bridge Construction and as shown and specified herein.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Section 01 30 00 - Administrative Requirements: Verification of existing conditions before starting work.
- B. Verify existing plant life designated to remain is tagged or identified.
- C. Identify waste area and salvage area for placing removed materials.

3.2 PREPARATION

- A. Contractor shall contact Sunshine 811 for location of existing utilities at 811 or 1-800-432-4770 a minimum of 48 hours prior beginning Work.
 - 1. Request underground utilities to be located and marked within and surrounding construction areas.

3.3 PROTECTION

- A. Locate, identify, and protect utilities indicated to remain, from damage.
- B. Protect trees, plant growth, and features designated to remain.
- C. Protect bench marks, survey control points, and existing structures from damage or displacement.

3.4 CLEARING

- A. Remove trees and shrubs within the clearing limits shown. Remove stumps and main root ball.
- B. Clear undergrowth and deadwood, without disturbing subsoil.
- C. Apply herbicide to remaining stumps to inhibit growth.

3.5 REMOVAL

- A. Remove debris, rock, and extracted plant life from Site.
- B. Partially remove paving, curbs, sidewalks, and other existing features as indicated on Drawings. Neatly saw cut concrete edges at right angle to surface.
- C. Remove or abandoned utilities in place as shown. Indicated removal termination point for underground utilities on Record Documents.
- D. Continuously clean-up and remove waste materials from site. Do not allow materials to accumulate on site.
- E. Do not burn or bury materials on site. Leave site in clean condition.
- F. Disposal of removed materials shall be in accordance with all applicable federal, state, and local regulations.

3.6 TOPSOIL EXCAVATION

- A. Excavate topsoil from areas as shown to be further excavated, landscaped, or regraded, without mixing with foreign materials for use in finish grading.

- B. Do not excavate wet topsoil.
- C. Stockpile topsoil in storage piles in areas shown, or where otherwise approved by Engineer. Construct storage piles to freely drain surface water. Cover storage piles to prevent windblown dust.
- D. Remove excess topsoil not intended for reuse from Site.

END OF SECTION

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SECTION 31 23 16

EXCAVATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes general requirements for excavation activities as shown and specified.
- B. Related Requirements:
 - 1. Section 31 23 23 - Fill.

1.2 REFERENCE STANDARDS

- A. Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

1.3 DEFINITIONS

- A. Rock: Material encountered in excavation that cannot be dislodged by a track-type hydraulic excavator, equipped with a 42-inch wide short-tip radius rock bucket, rated at not less than 120 horsepower flywheel power with bucket-curling force of not less than 25,000 lbs and stick-crowd force of not less than 18,000 lbs.
 - 1. Rock shall not include materials such as hardpan, loose rock, concrete or other materials that can be removed by means other than drilling and blasting, but which for reasons of economy in excavating the Contractor chooses to remove by drilling or other means.

1.4 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Shop Drawings:
 - 1. Excavation Protection Plan:
 - a. Describe sheeting, shoring, and bracing materials and installation, as required, to protect excavations and adjacent structures and property.
 - b. Submit signed and sealed Shop Drawings with design calculations and assumptions to support plan.
- C. Field Quality-Control Submittals: Indicate results of Contractor-furnished tests and inspections.
- D. Qualifications Statement:
 - 1. Submit qualifications for licensed professional.

1.5 QUALITY ASSURANCE

- A. Perform Work according to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

1.6 QUALIFICATIONS

- A. Licensed Professional: Professional engineer experienced in design of specified Work and licensed in State of Florida.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 PREPARATION

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for installation preparation.
- B. Utility Service Locator:
 - 1. Contractor shall contact Sunshine 811 for location of existing utilities at 811 or 1-800-432-4770 a minimum of 48 hours prior beginning Work.
 - 2. Request that underground utilities be located and marked within and immediately surrounding construction areas.
 - 3. Identify required lines, levels, contours, and data.
 - 4. Locate existing underground utilities in areas of work. If utilities are to remain in place, provide adequate means of support and protection during earthwork operations.
 - 5. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult utility Owner immediately for directions. Coordinate with Owner and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility Owner.
- C. Existing Utilities:
 - 1. Notify utility companies and coordinate protection or relocation of utilities.
 - 2. Protect from damage utilities not indicated to be removed.
 - 3. Do not interrupt existing utilities serving facilities occupied and used by Owner or others, during occupied hours, except when permitted in writing by Engineer and then only after acceptable temporary utility services have been provided.
 - 4. Provide minimum of 48-hour notice to Engineer, and receive written notice to proceed before interrupting any utility.

5. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility Owner for shut-off of services if lines are active.
 6. In the event that an existing utility is broken Contractor shall contact utility owner, Owner, and Engineer immediately. Coordinate repair with utility owner at their direction. The Contractor shall be responsible for all costs associated with damaged utilities.
 7. Utility Poles: Contractor shall communicate directly with utility companies when performing work around utility poles. Contractor shall bear all costs associated with work, including expense of temporarily supporting poles.
- D. When performing trench excavation in excess of 5-feet in depth, comply with OSHA requirements for trench safety standards, 29 CFR 1926, subpart b, and all subsequent revisions or updates adopted by the Department of Labor. Submission of bid and subsequent execution of Contract will serve as certification that all excavation in excess of 5-feet in depth will be in compliance with section 55 3. 62, Florida Statutes.
- E. Use of explosives is not allowed.
- F. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout and other hazards created by earthwork operations.
- G. Protect plant life, lawns, and other features designated to remain as portion of final landscaping.
- H. Protect benchmarks, survey control points, existing structures, fences, sidewalks, paving, curbs, and other existing facilities and objects from excavating equipment and vehicular traffic.
- I. Do not close or obstruct driveways, roadways, sidewalks, or hydrants without permits.
- J. Erect and maintain temporary barriers and security devices, including warning signs, warning lights, and similar measures, for protection of public, Owner, and existing improvements indicated to remain.
1. Temporary barriers shall be installed and maintained in compliance with authorities having jurisdiction.

3.2 EXCAVATION

- A. Underpin adjacent structures which may be damaged by excavation Work.
- B. Excavate subsoil to accommodate slabs on grade, paving, Site structures, and construction operations.

- C. Compact disturbed load-bearing soil in direct contact with foundations to original bearing capacity, as specified in Section 31 23 23 - Fill.
- D. Slope banks with machine to angle of repose or less until shored.
- E. Do not interfere with 45-degree bearing splay of foundations.
- F. Grade top perimeter of excavation to prevent surface water from draining into excavation.
- G. Trim excavation and remove loose matter.
- H. Removal of Deleterious Materials:
 - 1. Remove excess and unsuitable material from Site.
 - 2. Disposal shall be in accordance with all federal, state, and local regulations.
- I. Notify Engineer of unexpected subsurface conditions.
- J. No payment will be made for correction of unauthorized excavation. Correct over-excavated areas as directed by Engineer.
- K. Remove excavated material from Site.
- L. Stockpile excavated material in area designated on Site.
- M. Repair or replace items indicated to remain that have been damaged by excavation.
- N. Except where otherwise authorized, shown or specified, all materials excavated below the bottom of concrete walls, footings, slabs on grade and foundations shall be replaced by, and at the expense of, the Contractor, with concrete placed at the same time and monolithic with the concrete above.

3.3 ROCK REMOVAL

- A. Excavate and remove rock by mechanical method.
 - 1. Drill holes and use expansive tools or wedges to fracture rock.
- B. Cut away rock at bottom of excavation to form level bearing.
- C. Remove shaled layers to provide sound and unshattered base.
- D. In utility trenches, excavate to twelve (12) inches below invert elevation of pipe and twenty-four (24) inches wider than pipe diameter.
- E. Remove excavated materials from site.

- F. Correct unauthorized rock removal in accordance with backfilling and compacting requirements of Section 31 23 23 unless otherwise directed by the Engineer. No payment will be made for unauthorized rock removal or correction thereof.

3.4 EROSION CONTROL, DRAINAGE, AND DEWATERING

A. Erosion Control:

1. Contractor shall take any and all measures required to conform to the requirements of applicable codes and regulations.
2. Whenever possible, access and temporary roads shall be located and constructed to avoid environmental damage. Provisions shall be made to regulate drainage, avoid erosion, and minimize damage to vegetation.
3. Where areas must be cleared for storage of materials or temporary structures, provisions shall be made for regulating drainage and controlling erosion, subject to the Engineer's approval.
4. Temporary measures shall be applied to control erosion and to prevent the silting of the existing waterways, and natural ponding areas. Such measures shall include, but are not limited to, the use of berms, silt barriers, gravel or crushed stone, mulch, slope drains and other methods. These temporary measures shall be applied to erodible materials exposed by any activities associated with the Work.
 - a. Special care shall be taken to eliminate depressions that could serve as mosquito pools.
 - b. Temporary measures shall be coordinated with the construction of permanent drainage facilities and other Work to the extent practicable to assure economical, effective, and continuous erosion and sediment control.
 - c. Contractor shall provide special care in areas with steep slopes. Disturbance of vegetation shall be kept to a minimum to maintain stability.
5. Remove only those shrubs and grasses that must be removed for construction. Protect the remainder to preserve their erosion-control value.
6. Install erosion and sediment control practices according to applicable standards, codes, and specifications. The practices shall be maintained in effective working condition during construction and until the drainage area has been permanently stabilized.
7. After stabilization, remove all silt barriers, debris, and sediment from the Site.
8. In the event of any temporary Work stoppage, Contractor shall take steps to stabilize the Site and prevent erosion.
9. In the event Contractor repeatedly fails to satisfactorily control erosion and siltation, the Owner reserves the right to employ outside assistance or to use its own forces to provide the corrective measures indicated. The Contractor shall be responsible for all costs associated with such corrective measures.

10. Contractor shall prevent blowing and movement of dust from exposed soil surfaces and access roads to reduce on and off-site damage and health hazards. Control may be achieved by irrigation in which the Site shall be sprinkled with water until the surface is moist. The process shall be repeated as required.

B. Drainage and Dewatering:

1. Contractor shall provide and maintain adequate drainage and dewatering equipment to remove and dispose of all surface water and groundwater entering excavations or other parts of the Work. Each excavation shall be kept dry during subgrade preparation and continually thereafter until the pipe or structure to be built therein is inspected by the Engineer and backfill operations have been completed and approved.
 - a. The different working areas on the Site shall be kept free of surface water at all times. Contractor shall install drainage ditches and dikes and shall perform all pumping and other Work necessary to divert or remove rainfall and all other accumulations of surface water from the excavations and fill areas. The diversion and removal of surface water shall be performed in a manner that will prevent the accumulation of water behind temporary structures or at any other locations within the construction area where it may be detrimental.
 - b. Water used for working or processing, resulting from dewatering operations, or containing oils or sediments that will reduce the quality of the water downstream of the point of discharge, shall not be directly discharged. Such waters shall be diverted through a settling basin or filter before being discharged.
 - c. Contractor will be held responsible for the condition of any pipe, conduit, or channel used for drainage purposes and all such pipes, conduits, or channels shall be left clean and free of sediment.
 - d. Remove water from excavations as fast as it collects.
2. Contractor shall provide, install, and operate sufficient trenches, sumps, pumps, hose, piping, well points, deep wells, etc., necessary to depress and maintain the ground water level below the base of the excavations during all stages of construction operations. The groundwater table shall be lowered in advance of excavation, for a sufficient period of time to permit dewatering of fine grain soils, and maintained two feet below the lowest subgrade excavation made until the structure has sufficient strength and weight to withstand horizontal and vertical soil and water pressures from natural ground water.
 - a. Design of dewatering system, including both drawings and calculations, shall be performed by a Registered Professional Engineer in the State of Florida and shall be employed by Contractor. Dewatering system shall be designed to avoid settlement or damage to existing structures and utilities.

- b. The system shall be operated on a 24-hour basis and standby pumping facilities and personnel shall be provided to maintain the continued effectiveness of the system.
- c. If, in the opinion of the Engineer, the water levels are not being lowered or maintained as required, Contractor shall install additional or alternate dewatering devices as necessary, at no additional cost to the Owner.
- d. Elements of the system shall be located to allow a continuous dewatering operation without interfering with the construction of the permanent Work. Where portions of the dewatering system are located in the area of permanent construction, Contractor shall submit details of the methods proposed to construct the permanent Work in this location for the approval of the Engineer.
- e. Controls of groundwater shall continue until the permanent construction provides sufficient dead load to withstand the hydrostatic uplift of the normal groundwater, until concrete has attained sufficient strength to withstand earth and hydrostatic loads, and until all waterproofing Work has been completed.
- f. Dispose of all water removed from the excavation in a manner that does not endanger any portion of the Work under construction or completed.
- g. Disposal of water removed shall comply with all State and Federal regulations.
- h. Before discontinuing dewatering operations or permanently permitting the rise of the ground water level, computations shall be made to show that any structure affected by the water level rise is protected by backfill or other means to sustain uplift. Use a safety factor of 1.25 when making these computations.
- i. Dewatering operations shall not be discontinued without the prior authorization of the Engineer.

3.5 FIELD QUALITY CONTROL

- A. Section 01 40 00 - Quality Requirements: Requirements for inspecting and testing.
- B. Inspecting: Request visual inspection of bearing surfaces by Engineer before installing subsequent Work.

3.6 PROTECTION

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for protecting finished Work.
- B. Prevent displacement or loose soil from falling into excavation, and maintain soil stability.

- C. Protect bottom of excavations and soil adjacent to and beneath foundation from freezing.
- D. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout and other hazards created by earthwork operations.

END OF SECTION

SECTION 31 23 23.00

FILL

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes general requirements for backfill activities as shown and specified.
- B. Related Requirements:
 - 1. Section 31 05 13 - Soils for Earthwork.
 - 2. Section 31 23 16 - Excavation.

1.2 REFERENCE STANDARDS

- A. American Association of State Highway and Transportation Officials:
 - 1. AASHTO T 180 - Standard Method of Test for Moisture-Density Relations of Soils Using a 4.54-kg Rammer and a 457-mm Drop.
- B. ASTM International:
 - 1. ASTM D698 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³).
 - 2. ASTM D1556/D1556M - Standard Test Method for Density and Unit Weight of Soil in Place by Sand-Cone Method.
 - 3. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³).
 - 4. ASTM D2167 - Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
 - 5. ASTM D6031/D6031M - Standard Test Method for Logging In Situ Moisture Content and Density of Soil and Rock by the Nuclear Method in Horizontal, Slanted, and Vertical Access Tubes.
 - 6. ASTM D6938 - Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).

1.3 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Product Data: Submit manufacturer information for geotextile fabric, indicating fabric and construction.
- C. Samples: Submit, in airtight containers, one 10-lb. sample of each type of fill to testing laboratory.

- D. Materials Source: Submit name of imported materials suppliers.
- E. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- F. Field Quality-Control Submittals: Indicate results of Contractor-furnished tests and inspections.

1.4 QUALITY ASSURANCE

- A. Perform Work according to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Select Fill: Type S1, as specified in Section 31 05 13 - Soils for Earthwork.
- B. Crushed Stone: Type S3, as specified in Section 31 05 13 – Soils for Earthwork.
- C. Concrete:
 - 1. Description:
 - a. Structural, as specified in the Florida Department of Transportation Standard Specifications for Road and Bridge Construction .
 - b. Compressive Strength: 4,000 psi.

2.2 ACCESSORIES

- A. Geotextile Fabric: As specified in Florida Department of Transportation Standard Specifications for Road and Bridge Construction .

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for installation examination.
- B. Verify that subdrainage, dampproofing, and waterproofing installations have been inspected.
- C. Verify that underground structures are properly anchored to avoid flotation after backfilling.

3.2 PREPARATION

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for installation preparation.
- B. Compact subgrade to specified density requirements for subsequent backfill materials.
- C. Soft Subgrade:
 - 1. Cut out soft areas of subgrade not capable of compaction in place.
 - 2. Backfill with crushed stone and compact to density equal to or greater than specified requirements for subsequent fill material.
- D. Scarify subgrade surface to depth of 6 inches.

3.3 BACKFILLING

- A. Backfill areas to contours and elevations.
- B. Systematically backfill to allow maximum time for natural settlement.
- C. Do not backfill over porous, wet, frozen, or spongy subgrade surfaces, and do not backfill with frozen materials.
- D. Geotextile: Place geotextile fabric prior to placing subsequent fill materials.
- E. Maximum Compacted Depths:
 - 1. Place material in continuous layers to following depths:
 - a. Subsoil Fill: 6 inches.
 - b. Crushed Stone: 6 inches.
 - 2. The Engineer may grant permission to increase lift depth to 12 inches upon proof of successful compaction to the specified densities at the lift depths specified.
- F. Compaction:
 - 1. Pipe Trench Backfill:
 - a. Lowest Zone: Undercuts to within 4 inches of pipe bottom, compact to match soil in trench.
 - b. Bedding Zone: Above Lowest Zone, usually 4 inches below pipe.
 - 1) No Undercut: Loosen soil.
 - 2) Undercut: Leave loose below middle third of pipe and compact outside portions to 100% T99 Standard Proctor Density
 - c. Cover Zone: Extends from Bedding Zone to 12 inches above top of pipe. Compact to 95% T99 Standard Proctor Density
 - d. Top Zone: Extends from Cover Zone to base or final grade. Compact to 100% T99 Standard Proctor Density.

2. Embankment: Compact to 100% Florida Method-1 (FM-1) T99 Standard Proctor Density, Method C.
3. Subgrade: Compact to 98% FM-1 T180 Modified Proctor Density, Method D.
4. Rock Base:
 - a. Roadways: Compact to 98% FM-1 T180 Modified Proctor Density.
 - b. Shoulders, Bike Paths, and Shared Use Paths: Compact to 95% FM-1 T180 Modified Proctor Density.
- G. Use placement method that does not disturb or damage foundation perimeter drainage or utilities in trench.
- H. Maintain optimum moisture content of fill materials to attain required compaction density.
- I. Structures:
 1. Backfill against supported foundation walls.
 2. Backfill simultaneously on each side of unsupported foundation walls until supports are in place.
 3. Slope grade away from building minimum 5 percent slope for minimum distance of 10 feet.
- J. Make gradual grade changes and blend slope into level areas.
- K. Remove surplus backfill materials from Site.
- L. Leave fill material stockpile areas free of excess fill materials.

3.4 TOLERANCES

- A. Section 01 40 00 - Quality Requirements: Requirements for tolerances.
- B. Top Surface of Backfilling under Paved Areas: Plus or minus 1 inch from required elevations.
- C. Top Surface of General Backfilling: Plus or minus 1 inch from required elevations.

3.5 FIELD QUALITY CONTROL

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for testing, adjusting, and balancing.
- B. Inspecting: Request visual inspection of bearing surfaces by Engineer before installing subsequent Work.
- C. Testing:

1. Laboratory Material Testing: Comply with AASHTO T99 and FM-1 T180 as specified.
 2. In-Place Compaction Testing:
 - a. Density Tests: Comply with ASTM D6938.
 - b. Moisture Tests: Comply with ASTM D6031/D6031M.
 3. If tests indicate that Work does not meet specified requirements, remove Work, replace, compact, and retest.
 4. Testing Frequency: One (1) moisture and one (1) density test per lift for each 500 feet along the alignment shown.
 5. Proof-roll compacted fill surfaces under slabs on grade and paving.
- D. The Contractor shall be responsible for all settlement of backfill, fills, and embankments which may occur within the correction period stipulated in the General Conditions.
- E. The Contractor shall make, or cause to be made, all repairs or replacements made necessary by settlement within 30 days after notice from the Engineer or Owner.

3.6 PROTECTION

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for protecting finished Work.
- B. Reshape and recompact fills subjected to vehicular traffic during construction.

END OF SECTION

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SECTION 31 25 00

EROSION AND SEDIMENTATION CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes requirements for furnishing and installing erosion and sedimentation controls.
- B. Related Sections:
 - 1. Section 02 41 19 – Demolition.
 - 2. Section 31 23 23 – Fill.

1.2 REFERENCES

- A. American Association of State Highway and Transportation Officials:
 - 1. AASHTO T88 - Standard Specification for Particle Size Analysis of Soils.
 - 2. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.
- B. American Concrete Institute:
 - 1. ACI 301 - Specifications for Structural Concrete.
- C. ASTM International:
 - 1. ASTM C127 - Standard Test Method for Density, Relative Density (Specific Gravity), and Absorption of Coarse Aggregate.
 - 2. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³).
 - 3. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³).
 - 4. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
 - 5. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

1.3 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Product Data: Submit data on geotextile.

- C. Submit Erosion and Sediment Control Plan to include, as a minimum, the following:
 - 1. Plan for all materials and devices to be utilized for erosion and sediment control.
 - 2. Schedule for installation of erosion and sediment control measures.
 - 3. Inspection and maintenance procedures.
- D. Test Reports: Indicate certified tests results for precast concrete at manufacturing facility, cast-in-place concrete in field, and granular backfill.
- E. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.

1.4 CLOSEOUT SUBMITTALS

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for submittals.

1.5 QUALITY ASSURANCE

- A. Perform Work according to Florida Department of Transportation and Florida Department of Environmental Protection standards.

1.6 ENVIRONMENTAL REQUIREMENTS

- A. Section 01 60 00 - Product Requirements: Environmental conditions affecting products on site.
- B. Do not place grout when air temperature is below freezing.
- C. Do not place concrete when base surface temperature is less than 40 degrees F, or surface is wet or frozen.

PART 2 - PRODUCTS

2.1 ROCK AND GEOTEXTILE MATERIALS

- A. Furnish rock and geotextile materials according to Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

2.2 CONCRETE MATERIALS AND REINFORCEMENT

- A. Furnish cement, aggregate, admixtures, and reinforcement in per Florida Department of Transportation Standard Specifications for Road and Bridge Construction.
- B. Water: Clean and not detrimental to concrete.

2.3 BLOCK, STONE, AGGREGATE, AND SOIL MATERIALS

- A. Furnish block, stone, aggregate, and soil materials according to Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

2.4 PLANTING MATERIALS

- A. Seeding, Soil Supplements, and Mulch: Furnish according to Florida Department of Transportation standards.

2.5 PIPE MATERIALS

- A. Pipe: Furnish according to Florida Department of Transportation standards.

2.6 MIXES

- A. Concrete: Furnish according to Florida Department of Transportation standards.

2.7 SOURCE QUALITY CONTROL (AND TESTS)

- A. Section 01 40 00 - Quality Requirements: Testing, inspection and analysis requirements.
- B. Perform tests on cement, aggregates, and mixes to ensure conformance with specified requirements.
- C. Test samples in accordance with ACI 301.
- D. Make rock available for inspection at producer's facility prior to shipment. Notify Engineer at least seven days before inspection is allowed.
- E. Allow witnessing of inspections and test at manufacturer's test facility. Notify Engineer at least seven days before inspections and tests are scheduled.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Section 01 30 00 - Administrative Requirements: Verification of existing conditions before starting work.
- B. Verify compacted material is acceptable and ready to support devices and imposed loads.
- C. Verify gradients and elevations of base or foundation for other work are correct.

3.2 INSTALLATION OF EROSION AND SEDIMENT CONTROLS

- A. All erosion and sediment controls shall be installed as shown and in accordance with Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

3.3 SITE STABILIZATION

- A. Incorporate erosion control devices at the earliest practicable time.
- B. Construct, stabilize, and activate erosion controls before site disturbance within tributary areas of those controls.
- C. Stockpile and waste pile heights shall not exceed 35 feet. Slope stockpile sides at 2:1 or flatter.
- D. Stabilize any disturbed area of affected erosion control devices on which activity has ceased and which will remain exposed for more than 20 days.
 - 1. During non-germinating periods, apply mulch at recommended rates.
 - 2. Stabilize disturbed areas which are not at finished grade and which will be disturbed within one year with temporary seeding.
 - 3. Stabilize disturbed areas which are either at finished grade or will not be disturbed within one year with permanent seeding and/or sodding as shown and specified.
- E. Stabilize diversion channels, sediment traps, and stockpiles immediately.

3.4 FIELD QUALITY CONTROL

- A. Inspect erosion control devices on a weekly basis and after each runoff event. Make necessary repairs to ensure erosion and sediment controls are in good working order.
- B. Field test concrete in accordance with Florida Department of Transportation standards.
- C. Compaction Testing: As specified in Section 31 23 23 - Fill.
- D. When tests indicate Work does not meet specified requirements, remove Work, replace and retest.
- E. Frequency of Compaction Testing: As specified in Section 31 23 23 - Fill.

3.5 CLEANING

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for cleaning.

- B. When sediment accumulation in sedimentation structures has reached a point one-third depth of sediment structure or device, remove and dispose of sediment.
- C. Do not damage structure or device during cleaning operations.
- D. Do not permit sediment to erode into construction or site areas or natural waterways.
- E. Clean channels when depth of sediment reaches approximately one half channel depth.

3.6 PROTECTION

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for protecting finished Work.
- B. Immediately after placement, protect paving from premature drying, excessive hot or cold temperatures, and mechanical injury.
- C. Do not permit construction traffic over paving until 75 percent design strength of concrete has been achieved.
- D. Protect paving from elements, flowing water, or other disturbance until curing is completed.

END OF SECTION

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SECTION 32 12 16

ASPHALT PAVING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section general requirements for asphalt paving.
- B. Related Requirement:
 - 1. Section 31 23 16 – Excavation.
 - 2. Section 31 23 23 – Fill.

1.2 REFERENCE STANDARDS

- A. American Association of State Highway and Transportation Officials:
 - 1. AASHTO M17 - Standard Specification for Mineral Filler for Bituminous Paving Mixtures.
 - 2. AASHTO M29 - Standard Specification for Fine Aggregate for Bituminous Paving Mixtures.
 - 3. AASHTO M140 - Standard Specification for Emulsified Asphalt.
 - 4. AASHTO M208 - Standard Specification for Cationic Emulsified Asphalt.
 - 5. AASHTO M288 - Standard Specification for Geotextile Specification for Highway Applications.
 - 6. AASHTO M320 - Standard Specification for Performance-Graded Asphalt Binder.
 - 7. AASHTO M324 - Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements.
 - 8. AASHTO MP1a - Standard Specification for Performance-Graded Asphalt Binder.
- B. ASTM International:
 - 1. ASTM C1371 - Standard Test Method for Determination of Emittance of Materials Near Room Temperature Using Portable Emissometers.
 - 2. ASTM C1549 - Standard Test Method for Determination of Solar Reflectance Near Ambient Temperature Using a Portable Solar Reflectometer.
 - 3. ASTM D242 - Standard Specification for Mineral Filler For Bituminous Paving Mixtures.
 - 4. ASTM D692 - Standard Specification for Coarse Aggregate for Bituminous Paving Mixtures.
 - 5. ASTM D946 - Standard Specification for Penetration-Graded Asphalt Cement for Use in Pavement Construction.
 - 6. ASTM D977 - Standard Specification for Emulsified Asphalt.

7. ASTM D1073 - Standard Specification for Fine Aggregate for Bituminous Paving Mixtures.
8. ASTM D1188 - Standard Test Method for Bulk Specific Gravity and Density of Compacted Bituminous Mixtures Using Coated Samples
9. ASTM D2027 - Standard Specification for Cutback Asphalt (Medium-Curing Type).
10. ASTM D2397 - Standard Specification for Cationic Emulsified Asphalt.
11. ASTM D2726 - Standard Test Method for Bulk Specific Gravity and Density of Non-Absorptive Compacted Bituminous Mixtures.
12. ASTM D2950 - Standard Test Method for Density of Bituminous Concrete in Place by Nuclear Methods.
13. ASTM D3381 - Standard Specification for Viscosity-Graded Asphalt Cement for Use in Pavement Construction.
14. ASTM D3515 - Standard Specification for Hot-Mixed, Hot-Laid Bituminous Paving Mixtures.
15. ASTM D3549 - Standard Test Method for Thickness or Height of Compacted Bituminous Paving Mixture Specimens.
16. ASTM D3910 - Standard Practices for Design, Testing, and Construction of Slurry Seal.
17. ASTM D6690 - Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements.
18. ASTM E408 - Standard Test Methods for Total Normal Emittance of Surfaces Using Inspection-Meter Techniques.
19. ASTM E903 - Standard Test Method for Solar Absorptance, Reflectance, and Transmittance of Materials Using Integrating Spheres.
20. ASTM E1918 - Standard Test Method for Measuring Solar Reflectance of Horizontal and Low-Sloped Surfaces in the Field.
21. ASTM E1980 - Standard Practice for Calculating Solar Reflectance Index of Horizontal and Low-Sloped Opaque Surfaces.

1.3 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Product Data:
 1. Submit data for milling and paving equipment to be used.
 2. Submit product information for asphalt and aggregate materials.
 3. Submit mix design with laboratory test results supporting design.
- C. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.

1.4 QUALITY ASSURANCE

- A. Mixing Plant: Certified by State of Florida.
- B. Obtain materials from same source throughout.

- C. Perform Work in accordance with Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

1.5 QUALIFICATIONS

- A. Installer: Company specializing in performing Work of this section with minimum five (5) years of documented experience.

1.6 AMBIENT CONDITIONS

- A. Section 01 50 00 - Temporary Facilities and Controls: Ambient conditions control facilities for product storage and installation.
- B. Do not place asphalt mixture when ambient air or base surface temperature is less than FDOT requirements.

PART 2 - PRODUCTS

2.1 ASPHALT PAVING

- A. Performance / Design Criteria:
 - 1. Pavement Design: Superpave Type SP-9.5 or Type SP-12.5 as shown or specified and in accordance with Florida Department of Transportation Standard Specifications for Road and Bridge Construction.
- B. Asphalt Materials:
 - 1. Materials for asphalt paving shall comply with Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

2.2 MIXES

- A. Asphalt Paving Mixtures:
 - 1. Asphalt Paving Mixtures shall comply with Florida Department of Transportation Standard Specifications for Road and Bridge Construction.
- B. Use dry material to avoid foaming. Mix uniformly.

2.3 ACCESSORIES

- A. Geotextile Fabric: AASHTO M288; non-woven, polypropylene.

2.4 SOURCE QUALITY CONTROL

- A. Section 01 40 00 - Quality Requirements: Testing, inspection and analysis requirements.
- B. Submit proposed mix design of each class of mix for review prior to beginning of Work.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for installation examination.
- B. Verify utilities indicated under paving are installed with excavations and trenches backfilled and compacted.
- C. Verify compacted subbase is dry and ready to support paving and imposed loads.
 - 1. Proof roll subbase with a vibratory roller weighing a minimum of eight (8) tons or a sheepsfoot roller, where appropriate, exerting a compression of at least 250 pounds psi on the tamper foot for at least five (5) passes in minimum two (2) perpendicular passes to identify soft spots.
 - 2. Remove soft subbase and replace with compacted fill as specified in Section 31 23 23.
- D. Verify gradients and elevations of base are correct.
- E. Verify manhole frames and drainage structures are installed in correct position and elevation.

3.2 PREPARATION

- A. Prepare subbase in accordance with Florida Department of Transportation standards.

3.3 DEMOLITION

- A. Saw cut and notch existing paving as indicted on Drawings.
- B. Clean existing paving to remove foreign material, excess joint sealant and crack filler from paving surface.
- C. Repair surface defects in existing paving to provide uniform surface to receive new paving.
- D. Remove demolished asphalt from Site and dispose of properly.

3.4 MILLING OF EXISTING ASPHALT PAVEMENT

- A. Perform all milling operations in accordance with Florida Department of Transportation standards.
- B. Remove existing raised pavement markers prior to milling.
- C. Do not disfigure adjacent Work.

- D. Provide a milling machine capable of maintaining a depth of cut and cross slope that will achieve the results specified in the Contract Documents.
 - 1. Milling machine shall have a minimum overall length (out to out measurement excluding the conveyor) of eighteen (18) feet and a minimum cutting width of six (6) feet.
 - 2. Milling machine shall be equipped with a built-in automatic grade control system that can control the transverse slope and the longitudinal profile to produce the specified results.
 - 3. The Engineer will approve any commercially manufactured milling machine that meets the above requirements. If it becomes evident after starting milling that the milling machine cannot consistently produce the specified results, the Engineer will reject the milling machine for further use.
 - 4. The Contractor may use a smaller milling machine when milling to lower the grade adjacent to existing curb or other areas where it is impractical to use the above described equipment.
 - 5. Milling machine shall be equipped with means to effectively limit the amount of dust escaping during the removal operation.
 - 6. For complete pavement removal, the Engineer may approve the use of alternate removal and crushing equipment.
- E. Execute removal to depth not less than the depth(s) shown on the Drawing(s) at each point across full width of surface without detrimental aggregate degradation.
- F. Remove milled asphalt from Site and dispose of properly.

3.5 INSTALLATION

- A. Subbase: Prepare subbase in accordance with Florida Department of Transportation standards.
- B. Prime Coat and Tack Coat: Install in accordance with Florida Department of Transportation standards.
- C. Single Course Asphalt Paving:
 - 1. Install Work in accordance with Florida Department of Transportation standards.
 - 2. Place asphalt within 24 hours of applying primer or tack coat.
 - 3. Place asphalt wearing course to thickness indicated on Drawings.
 - 4. Compact paving by rolling to specified density. Do not displace or extrude paving from position. Hand compact in areas inaccessible to rolling equipment.
 - 5. Perform rolling with consecutive passes to achieve even and smooth finish without roller marks.

- D. Double Course Asphalt Paving:
1. Install Work in accordance with Florida Department of Transportation standards.
 2. Place asphalt binder course within 24 hours of applying primer or tack coat.
 3. Place binder course to thickness indicated on Drawings.
 4. Place wearing course within 24 hours of placing and compacting binder course.
 5. When binder course is placed more than 24 hours before placing wearing course, clean surface and apply tack coat before placing wearing course.
 6. Place wearing course to thickness indicated on Drawings.
 7. Compact each course by rolling to specified density. Do not displace or extrude paving from position. Hand compact in areas inaccessible to rolling equipment.
 8. Perform rolling with consecutive passes to achieve even and smooth finish, without roller marks.
- E. Asphalt Paving Overlay
1. Install Work in accordance with Florida Department of Transportation standards.
 2. Apply tack coat to existing paving surface at rate recommended by geotextile fabric manufacturer.
 3. Place wearing course to thickness indicated on Drawings.
 4. Compact overlay by rolling to specified density. Do not displace or extrude paving from position. Hand compact in areas inaccessible to rolling equipment.
 5. Perform rolling with consecutive passes to achieve even and smooth finish, without roller marks.
- F. Place asphalt mixture when temperature is not more than 15 degrees F less than initial mixing temperature.
- G. Curbs
1. Install extruded asphalt curbs of profile as indicated on Drawings.

3.6 TOLERANCES

- A. Section 01 40 00 - Quality Requirements: Tolerances.
- B. Flatness: Maximum variation of 1/4 inch measured with 10-foot straight edge.
- C. Scheduled Compacted Thickness: Within 3/16 inch.
- D. Variation from Indicated Elevation: Within 1/2 inch.

3.7 FIELD QUALITY CONTROL

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for testing, adjusting, and balancing.
- B. Asphalt Paving Mix Temperature: Measure temperature at time of placement.
- C. Asphalt Paving Thickness: ASTM D3549; test one core sample from every 1,000 square yards compacted paving, but not less than one sample for each day of asphalt paving.
- D. Asphalt Paving Density: Monitor the roadway density per FDOT standards with either 6-inch diameter roadway cores, a nuclear density gauge, or other density measuring device, at a minimum frequency of once per 1,500 feet of pavement, but not less than one test for each day of paving.

3.8 PROTECTION

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for protecting finished Work.
- B. Immediately after placement, protect paving from mechanical injury until surface temperature is less than 160 degrees F.
- C. Keep sections of newly compacted asphalt concrete, which are to be covered by additional courses, clean until the successive course is laid.
- D. Do not dump embankment or base material directly on the pavement. Dress shoulders before placing the friction course on adjacent pavement.

END OF SECTION

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SECTION 32 13 13

CONCRETE PAVING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Aggregate subbase.
 - 2. Concrete paving for:
 - a. Concrete sidewalks.
 - b. Concrete integral curbs and gutters.
 - c. Concrete parking areas and roads.
- B. Related Requirements:
 - 1. Section 31 23 23 - Fill.
 - 2. Section 32 12 16 - Asphalt Paving.

1.2 REFERENCE STANDARDS

- A. American Association of State Highway and Transportation Officials:
 - 1. AASHTO M324 - Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements.
- B. American Concrete Institute:
 - 1. ACI 301 - Specifications for Structural Concrete.
 - 2. ACI 304 - Guide for Measuring, Mixing, Transporting, and Placing Concrete.
- C. ASTM International:
 - 1. ASTM A184 - Standard Specification for Fabricated Deformed Steel Bar Mats for Concrete Reinforcement.
 - 2. ASTM A185 - Standard Specification for Steel Welded Wire Fabric, Plain, for Concrete Reinforcement.
 - 3. ASTM A497 - Standard Specification for Steel Welded Wire Fabric, Deformed, for Concrete Reinforcement.
 - 4. ASTM A615 - Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
 - 5. ASTM A706 - Standard Specification for Low-Alloy Steel Deformed and Plain Bars for Concrete Reinforcement.
 - 6. ASTM A767 - Standard Specification for Zinc-Coated (Galvanized) Steel Bars for Concrete Reinforcement.
 - 7. ASTM A775 - S Standard Specification for Epoxy-Coated Steel Reinforcing Bars.
 - 8. ASTM A884 - Standard Specification for Epoxy-Coated Steel Wire and Welded Wire Reinforcement.

9. ASTM A934 - Standard Specification for Epoxy-Coated Prefabricated Steel Reinforcing Bars.
10. ASTM C31 - Standard Practice for Making and Curing Concrete Test Specimens in the Field.
11. ASTM C33 - Standard Specification for Concrete Aggregates.
12. ASTM C39 - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.
13. ASTM C94 - Standard Specification for Ready-Mixed Concrete.
14. ASTM C143 - Standard Test Method for Slump of Hydraulic Cement Concrete.
15. ASTM C150 - Standard Specification for Portland Cement.
16. ASTM C172 - Standard Practice for Sampling Freshly Mixed Concrete.
17. ASTM C173 - Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method.
18. ASTM C231 - Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method.
19. ASTM C260 - Standard Specification for Air-Entraining Admixtures for Concrete.
20. ASTM C309 - Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete.
21. ASTM C494 - Standard Specification for Chemical Admixtures for Concrete.
22. ASTM C595 - Standard Specification for Blended Hydraulic Cements.
23. ASTM C618 - Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Concrete.
24. ASTM C979 - Standard Specification for Pigments for Integrally Colored Concrete.
25. ASTM C989 - Standard Specification for Ground Granulated Blast-Furnace Slag for Use in Concrete and Mortars.
26. ASTM C1017 - Standard Specification for Chemical Admixtures for Use in Producing Flowing Concrete.
27. ASTM C1064 - Standard Test Method for Temperature of Freshly Mixed Hydraulic-Cement Concrete.
28. ASTM C1116 - Standard Specification for Fiber-Reinforced Concrete and Shotcrete.
29. ASTM C1315 - Standard Specification for Liquid Membrane-Forming Compounds Having Special Properties for Curing and Sealing Concrete.
30. ASTM C1371 - Standard Test Method for Determination of Emittance of Materials Near Room Temperature Using Portable Emissometers.
31. ASTM C1549 - Standard Test Method for Determination of Solar Reflectance Near Ambient Temperature Using a Portable Solar Reflectometer.
32. ASTM D1751 - Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types).

33. ASTM D1752 - Standard Specification for Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction.
34. ASTM D6690 - Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements.
35. ASTM E408 - Standard Test Methods for Total Normal Emittance of Surfaces Using Inspection-Meter Techniques.
36. ASTM E903 - Standard Test Method for Solar Absorptance, Reflectance, and Transmittance of Materials Using Integrating Spheres.
37. ASTM E1918 - Standard Test Method for Measuring Solar Reflectance of Horizontal and Low-Sloped Surfaces in the Field.
38. ASTM E1980 - Standard Practice for Calculating Solar Reflectance Index of Horizontal and Low-Sloped Opaque Surfaces.

1.3 PRE-INSTALLATION MEETINGS

- A. Section 01 30 00 - Administrative Requirements: Pre-installation meeting.
- B. Convene minimum one week prior to commencing work of this section.

1.4 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Product Data:
 1. Submit data on concrete materials, joint filler, admixtures, and curing compounds.
- C. Design Data:
 1. Submit concrete mix design for each concrete strength. Submit separate mix designs when admixtures are required for the following:
 - a. Hot and cold weather concrete work.
 2. Identify mix ingredients and proportions, including admixtures.
 3. Identify chloride content of admixtures and whether or not chloride was added during manufacture.
- D. Source Quality Control Submittals: Indicate results of factory tests and inspections.

1.5 QUALITY ASSURANCE

- A. Perform Work according to ACI 30 and in accordance with Florida Department of Transportation Standard Specifications for Road and Bridge Construction.
- B. Obtain cementitious materials from same source throughout.

1.6 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum five (5) years documented experience.
- B. Installer: Company specializing in performing work of this section with minimum five (5) years documented experience.

1.7 AMBIENT CONDITIONS

- A. Section 01 50 00 - Temporary Facilities and Controls: Ambient conditions control facilities for product storage and installation.
- B. Do not place concrete when base surface temperature is less than 40 degrees F, or surface is wet or frozen.

PART 2 - PRODUCTS

2.1 AGGREGATE SUBBASE

- A. Aggregate Subbase: As specified in Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

2.2 CONCRETE PAVING

- A. Performance / Design Criteria:
 - 1. Pavement shall be designed for the intended service as shown on the Drawings in accordance with the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.
- B. All concrete, reinforcement, and formwork shall conform to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

2.3 FABRICATION

- A. Fabricate reinforcing according to Florida Department of Transportation standards.
- B. Form standard hooks for 180-degree bends, 90-degree bend, and seismic hooks as indicated on Drawings.

2.4 MIXES

- A. Concrete mix shall be in accordance with the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

2.5 CONCRETE CURB AND GUTTER

- A. Concrete curb and gutter shall be in accordance with Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

2.6 CONCRETE MATERIALS

- A. Concrete:
 - 1. All concrete shall be Class I as specified in Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Section 346, "Portland Cement Concrete".
- B. Forms:
 - 1. Description: Forms shall be either wood or metal.
 - 2. Forms shall be straight, free from warps or bends, and of sufficient strength and rigidity to resist the pressure of the concrete without distortion.
 - 3. Height: Equal to full depth of finished sidewalk.
 - 4. Flexible forms shall be used for all headers constructed on a radius.
- C. Steel Reinforcement:
 - 1. Deformed Reinforcing:
 - a. Steel: Comply with ASTM A615/A615M.
 - b. Yield Grade: 60 ksi.
 - c. Billet Bars: Deformed.
 - d. Finish: Uncoated.
 - 2. Deformed Bar Mats:
 - a. Description: Steel bars.
 - b. Comply with ASTM A184/A184M.
 - c. Fabrication: Comply with ASTM A615 or ASTM A706.
 - d. Yield Strength: 60 ksi.
 - e. Finish: Uncoated.
 - 3. Welded Plain-Wire Fabric:
 - a. Comply with ASTM A1064/A1064M.
 - b. Finish: Uncoated.
 - 4. Dowels:
 - a. Description: Plain steel bars.
 - b. Comply with ASTM A615.
 - c. Yield Strength: 60 ksi.
 - d. Length: As indicated on Drawings.
 - e. Ends: Square, with burrs removed.
 - f. Finish: Uncoated.
 - 5. Tie Wire:
 - a. Type: Annealed.
 - b. Minimum Size: 16 gauge.
 - c. Finish: Uncoated.

- D. Glass-Fiber Reinforcement:
 - 1. Description: Alkali-resistant, glass-fiber rovings specifically formulated for use in concrete.
 - 2. Length: Varying from 1-1/2 to 2 inches.

2.7 ACCESSORIES

- A. Joint materials, curing compounds, liquid surface sealers, surface retarders, and joint sealers shall comply with FDOT standards.

2.8 SOURCE QUALITY CONTROL

- A. Section 014000 - Quality Requirements: Testing and Inspection Services.
- B. Submit proposed mix design of each class of concrete to appointed firm for review prior to commencement of Work.
- C. Tests on cement, aggregates, and mixes will be performed to ensure conformance with specified requirements.
- D. Test samples according to ACI 301.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for installation examination.
- B. Verify compacted subbase is dry and ready to support paving and imposed loads.
- C. Verify gradients and elevations of base are correct.

3.2 PREPARATION

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for installation preparation.
- B. Moisten substrate to minimize absorption of water from fresh concrete.
- C. Coat surfaces of manhole, catch basin, and inlet frames with oil to prevent bond with concrete paving.
- D. Notify Engineer minimum 24 hours prior to commencement of concreting operations.

3.3 INSTALLATION

- A. Base Course:
 - 1. Prepare base course according to FDOT standards.
- B. Forms:
 - 1. Place and secure forms and screeds to correct location, dimension, profile, and gradient.
 - 2. Assemble formwork to permit easy stripping and dismantling without damaging concrete.
- C. Reinforcement:
 - 1. Place reinforcing as indicated on Drawings.
 - 2. Interrupt reinforcing at expansion joints.
 - 3. Place dowels to achieve paving and curb alignment as detailed.
 - 4. Provide doveled joints as shown on the Drawings
 - 5. Repair damaged reinforcement finish to match shop finish.
- D. Placing Concrete:
 - 1. Place concrete according to Florida Department of Transportation Standard Specifications for Road and Bridge Construction.
 - 2. Ensure reinforcing, inserts, embedded parts, and formed joints are not disturbed during concrete placement.
 - 3. Place concrete continuously over the full width of the panel and between predetermined construction joints. Do not break or interrupt successive pours such that cold joints occur.
 - 4. Place concrete to pattern indicated.
- E. Joints:
 - 1. Place expansion joints at 20 foot intervals unless otherwise shown. Align curb, gutter, and sidewalk joints.
 - 2. Place joint filler between paving components and building or other appurtenances. Recess top of filler 1/4 inch for sealant installation.
 - 3. Provide scored joints at 3 feet intervals between sidewalks and curbs, and between curbs and paving.
 - 4. Provide keyed joints as indicated.
 - 5. Seal joints as indicated on Drawings.
- F. Exposed Aggregate:
 - 1. Apply surface retarder where exposed aggregate finish is required.
 - 2. Wash exposed aggregate surface with clean water and scrub with stiff bristle brush exposing aggregate.
- G. Finishing:
 - 1. Concrete finish shall be as shown on the Drawings.

- H. Curing and Protection:
 - 1. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
 - 2. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.

3.4 TOLERANCES

- A. Section 01 40 00 - Quality Requirements: Tolerances.
- B. Maximum Variation of Surface Flatness: 1/4 inch in 10 ft.
- C. Maximum Variation from True Position: 1/4 inch.

3.5 FIELD QUALITY CONTROL

- A. Section 01 40 00 - Quality Requirements: Requirements for inspecting, testing.
- B. Perform field inspection and testing according to FDOT standards.
- C. Inspect reinforcing placement for size, spacing, location, support.
- D. Testing firm will take cylinders and perform slump and air entrainment tests according to ACI 301.
- E. Strength Test Samples:
 - 1. Sampling Procedures: ASTM C172.
 - 2. Cylinder Molding and Curing Procedures: ASTM C31/C31M, cylinder specimens, standard cured.
 - 3. Sample concrete and make one set of three cylinders for every 50 cu yds or less of each class of concrete placed each day and for every 2,000 sf of surface area paving.
 - 4. Make one additional cylinder during cold weather concreting, and field cure.
- F. Field Testing:
 - 1. Slump Test Method: ASTM C143.
 - 2. Air Content Test Method: ASTM C173/.
 - 3. Temperature Test Method: ASTM C1064.
 - 4. Measure slump and temperature for each compressive strength concrete sample.
 - 5. Measure air content in air entrained concrete for each compressive strength concrete sample.

- G. Cylinder Compressive Strength Testing:
 - 1. Test Method: ASTM C39.
 - 2. Test Acceptance: Florida Department of Transportation Standard Specifications for Road and Bridge Construction.
 - 3. Test one (1) cylinder at 7 days.
 - 4. Test three (3) cylinders at 28 days.
 - 5. Dispose remaining cylinders when testing is not required.
- H. Maintain records of placed concrete items. Record date, location of pour, quantity, air temperature, and test samples taken.

3.6 PROTECTION

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for protecting finished Work.
- B. Immediately after placement, protect paving from premature drying, excessive hot or cold temperatures, and mechanical injury.
- C. Coordinate minimum requirements for concrete strength with expected traffic conditions.
- D. Do not permit traffic over paving until 75 percent design strength of concrete has been achieved.

END OF SECTION

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SECTION 33 31 11

PUBLIC SANITARY SEWERAGE GRAVITY PIPING

PART 1 - GENERAL

1.1 SUMMARY

- A. General: This section includes the minimum requirements for installing sanitary sewer gravity systems. The Work shall also include such connections, reconnections, relocations, temporary services, abandonments, and all other provisions in regard to existing sewer operations and modifications as required.
- B. Section Includes:
 - 1. Sanitary sewerage piping.
 - 2. Connection to existing manholes.
 - 3. Bedding and cover materials.
- C. Related Requirements:
 - 1. Section 31 05 13 - Soils for Earthwork.
 - 2. Section 31 23 16 - Excavation.
 - 3. Section 31 23 23 - Fill.

1.2 DEFINITIONS

- A. ABS: Acrylonitrile butadiene styrene.
- B. Bedding: Fill placed under, beside, and directly over pipe, prior to subsequent backfill operations.
- C. EPDM: Ethylene-propylene-diene monomer.

1.3 REFERENCE STANDARDS

- A. American Association of State Highway and Transportation Officials:
 - 1. AASHTO T 180 - Standard Method of Test for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.
- B. American Water Works Association:
 - 1. AWWA C105 - Polyethylene Encasement for Ductile-Iron Pipe Systems.
 - 2. AWWA C110 - Ductile-Iron and Gray-Iron Fittings.
 - 3. AWWA C111 - Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.
 - 4. AWWA C150 - Thickness Design of Ductile-Iron Pipe.
 - 5. AWWA C151 - Ductile-Iron Pipe, Centrifugally Cast.

6. AWWA C153 - Ductile-Iron Compact Fittings.
- C. ASTM International:
1. ASTM A74 - Standard Specification for Cast Iron Soil Pipe and Fittings.
 2. ASTM A123/.
 3. ASTM C14 - Standard Specification for Nonreinforced Concrete Sewer, Storm Drain, and Culvert Pipe.
 4. ASTM C14M - Standard Specification for Nonreinforced Concrete Sewer, Storm Drain, and Culvert Pipe (Metric).
 5. ASTM C443 - Standard Specification for Joints for Concrete Pipe and Manholes, Using Rubber Gaskets.
 6. ASTM C443M - Standard Specification for Joints for Concrete Pipe and Manholes, Using Rubber Gaskets (Metric).
 7. ASTM C923 - Standard Specification for Resilient Connectors Between Reinforced Concrete Manhole Structures, Pipes, and Laterals.
 8. ASTM C923M - Standard Specification for Resilient Connectors Between Reinforced Concrete Manhole Structures, Pipes, and Laterals (Metric).
 9. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³).
 10. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN-m/m³).
 11. ASTM D1785 - Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and 120.
 12. ASTM D2321 - Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications.
 13. ASTM D2729 - Standard Specification for Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings.
 14. ASTM D2855 - Standard Practice for Making Solvent-Cemented Joints with Poly(Vinyl Chloride) (PVC) Pipe and Fittings.
 15. ASTM D3034 - Standard Specification for Type PSM Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings.
 16. ASTM D6938 - Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).
 17. ASTM F477 - Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.

1.4 COORDINATION

- A. Section 01 30 00 - Administrative Requirements: Requirements for coordination.
- B. Coordinate Work of this Section with the Owner and all authorities having jurisdiction.
- C. Contractor shall contact Sunshine 811 for location of existing utilities at 811 or 1-800-432-4770 a minimum of 48 hours prior beginning work.

1.5 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Product Data: Submit manufacturer catalog cuts and other information indicating proposed materials, accessories, details, and construction information.
- C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- D. Test and Evaluation Reports: Submit reports indicating field tests made and results obtained.
- E. The pipe or fitting manufacturer shall supply a "Certificate of Application" that the lining applicator has met the specified requirements.
- F. Manufacturer Instructions:
 - 1. Indicate special procedures required to install specified products.
 - 2. Submit detailed description of procedures for connecting new sewer to existing sewer line and directional drilling installation.
- G. Source Quality-Control Submittals: Indicate results of factory tests and inspections.
- H. Field Quality-Control Submittals: Indicate results of Contractor-furnished tests and inspections.
- I. Qualifications Statement:
 - 1. Submit qualifications for manufacturer(s) and installer(s).

1.6 CLOSEOUT SUBMITTALS

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for submittals.
- B. Project Record Documents: Record invert elevations and actual locations of pipe runs, connections, manholes, cleanouts, existing utilities adjacent to new utilities, and all other pertinent features associated with the Work.
- C. Identify and describe unexpected variations to subsoil conditions or discovery of uncharted utilities.

1.7 QUALITY ASSURANCE

- A. Perform Work according to applicable Federal, State, and Local standards.

1.8 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum five (5) years of documented experience.
- B. Installer: Company specializing in performing Work of this Section with minimum five (5) years of documented experience.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Section 01 60 00 - Product Requirements: Requirements for transporting, handling, storing, and protecting products.
- B. Inspection: Accept materials on Site in manufacturer's original packaging and inspect for damage.
 - 1. Pipe with cracked or chipped linings or defects in the pipe will be rejected.
- C. Storage:
 - 1. Store materials according to manufacturer instructions.
 - 2. Store valves in shipping containers with labeling in place.
- D. Protection:
 - 1. Protect materials from moisture and dust by storing in clean, dry location remote from construction operations areas.
 - 2. Block individual and stockpiled pipe lengths to prevent moving.
 - 3. Provide additional protection according to manufacturer instructions.

1.10 EXISTING CONDITIONS

- A. Field Measurements:
 - 1. Verify field measurements prior to fabrication.
 - 2. Indicate field measurements on Shop Drawings.

PART 2 - PRODUCTS

2.1 SANITARY SEWERAGE PIPING

- A. Polyvinyl Chloride (PVC) Pipe:
 - 1. Gravity sewer PVC pipe shall conform to ASTM 3034, SDR-26.
 - 2. Color: Green.
 - 3. Pipe manufacturer shall supply a Certificate of Application that the pipe has met requirements of ASTM 3034, SDR-26.
 - 4. PVC fittings shall conform to ASTM 1336, SDR-26.
 - a. Fittings shall be gasketed bell joint type and green in color.

- B. Cleanouts:
 - 1. Cleanout assembly shall include a PVC wye, PVC threaded/slip adaptor, threaded cleanout plug, and pipe required for connection from wye to plug.
 - 2. All cleanout materials shall conform to ASTM F1336, SDR-26.

2.2 FLEXIBLE PIPE BOOTS FOR MANHOLE PIPE ENTRANCES

- A. Description:
 - 1. Material: Heavy duty rubber.
 - 2. Comply with ASTM C923.
 - 3. Attachment: Series-300 stainless-steel clamp and hardware.

2.3 MATERIALS

- A. Bedding and Cover:
 - 1. Excavation, trenching, and backfilling shall be in accordance with Section 125 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.
 - 2. Backfill shall be compacted in accordance with Section 31 23 23.00 – Fill.
 - 3. Immediately after the pipe has been jointed and inspected, sufficient backfill shall be performed to protect the pipe adequately from injury and movement.
 - 4. Maintain optimum moisture content of bedding material to attain required compaction density.
 - 5. Where so indicated on the drawings or where directed by the Engineer, the pipe shall be supported by compacted granular fill or concrete cradle or encasement according to the applicable detail shown on the Drawings.
 - a. Pipe bedded in compacted granular backfill shall not be supported on blocking, wedges, bricks, or anything except the bedding material.
 - b. Where concrete cradle or encasement is required, the pipe shall be supported on solid concrete blocks or pre-cast concrete saddles which shall become part of the completed cradle or encasement.
 - c. Where no other bedding is indicated, pipe shall be placed on a shaped bed of undisturbed material

2.4 MIXES

- A. Grout: Grout shall be Embeco 167 or approved equal.
- B. Mortar: Mortar shall be Embeco 381 or approved equal.

2.5 FINISHES

- A. Galvanizing:
 - 1. Hot-dip galvanize after fabrication.
 - 2. Comply with ASTM A123/A123M.

2.6 SOURCE QUALITY CONTROL

- A. Section 01 40 00 - Quality Requirements: Requirements for testing, inspection, and analysis.
- B. Provide shop inspection and testing of pipe.
- C. Owner Inspection:
 - 1. Make completed pipe sections available for inspection at manufacturer's factory prior to packaging for shipment.
 - 2. Notify Owner at least seven days before inspection is allowed.
- D. Owner Witnessing:
 - 1. Allow witnessing of factory inspections and tests at manufacturer's test facility.
 - 2. Notify Owner at least seven days before inspections and tests are scheduled.
- E. Certificate of Compliance:
 - 1. If manufacturer is approved by authorities having jurisdiction, submit certificate of compliance indicating Work performed at manufacturer's facility conforms to Contract Documents.
 - 2. Specified shop tests are not required for Work performed by approved manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for installation examination.
- B. Verify that trench cut or excavation base is ready to receive Work of this Section.
- C. Verify that excavations, dimensions, and elevations are as indicated on Drawings or as directed by the Engineer.

3.2 PREPARATION

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for installation preparation.
- B. Correct over-excavation with coarse aggregate.
- C. Remove large stones or other hard materials that could damage pipe or impede consistent backfilling or compaction.
- D. Protect and support existing sewer lines, utilities, and appurtenances.

- E. Utilities:
 - 1. Maintain profiles of utilities.
 - 2. Coordinate with existing utilities to eliminate interference.
 - 3. Notify Engineer if crossing conflicts occur.

3.3 INSTALLATION

- A. Bedding and Backfill:
 - 1. Excavation, trenching, and backfilling shall be in accordance with Section 125 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.
 - 2. Backfill around sides and to top of pipe with cover fill in minimum lifts of six (6) inches and compact to the requirements specified in Section 31 23 23.00 – Fill.
 - 3. Immediately after the pipe has been jointed and inspected, sufficient backfill shall be performed to protect the pipe adequately from injury and movement.
 - 4. Maintain optimum moisture content of bedding material to attain required compaction density.
 - 5. Where so indicated on the drawings or where directed by the Engineer, the pipe shall be supported by compacted granular fill or concrete cradle or encasement according to the applicable detail shown on the Drawings.
 - a. Pipe bedded in compacted granular backfill shall not be supported on blocking, wedges, bricks, or anything except the bedding material.
 - b. Where concrete cradle or encasement is required, the pipe shall be supported on solid concrete blocks or pre-cast concrete saddles which shall become part of the completed cradle or encasement.
 - c. Where no other bedding is indicated, pipe shall be placed on a shaped bed of undisturbed material.
- B. Piping:
 - 1. Install pipe, fittings, and accessories according to ASTM D2321, and seal joints watertight.
 - 2. Lay pipe to slope gradients as indicated on Drawings.
 - 3. Begin at downstream end of system and progress upstream.
 - 4. Bedding: As indicated on Drawings.
 - 5. Lay bell-and-spigot pipe with bells upstream.
 - 6. PE Pipe Encasement: Comply with AWWA C105, Method A.
 - 7. Backfill and compact as specified in Section 31 23 23.00 – Fill.
 - 8. Do not displace or damage pipe when compacting.
 - 9. Connect pipe to existing facilities as shown on the Drawings.

- C. Connections to Existing Manholes:
 - 1. Drilling:
 - a. Core drill existing manhole to clean opening.
 - b. Use of pneumatic hammers, chipping guns, and sledge hammers are not permitted.
 - 2. Install watertight neoprene gasket and seal with nonshrink concrete grout.
 - 3. Encasement:
 - a. Concrete encase new sewer pipe as shown on the Drawings.
 - b. Use epoxy binder between new and existing concrete.
 - 4. Prevent construction debris from entering existing sewer line when making connection.
- D. Bypassing Sewage:
 - 1. The Contractor, when required, shall provide for the flow of sewage around a section or sections of pipe as required to complete the Work.
 - 2. The bypass shall be made by plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole or adjacent system. The pump and bypass lines shall be of adequate capacity and size to handle the flow.
 - 3. The Contractor shall submit a detailed bypass plan to the Engineer prior to performing any bypassing activities.

3.4 TOLERANCES

- A. Section 01 40 00 - Quality Requirements: Requirements for tolerances.
- B. Maximum Variation from Indicated Slope: 1/8 inch in 10 feet.

3.5 FIELD QUALITY CONTROL

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for testing, adjusting, and balancing.
- B. Request inspection by Engineer prior to and immediately after placing bedding.
- C. Testing:
 - 1. If tests indicate that Work does not meet specified requirements, remove Work, replace, and retest.
 - 2. Lamping:
 - a. Lamp gravity piping after flushing and cleaning.
 - b. Perform lamping operation by shining light at one end of each pipe section between manholes.
 - c. Observe light at other end.
 - d. Pipe not installed with uniform line and grade will be rejected.
 - e. Remove and reinstall rejected pipe sections.
 - f. Clean and lamp until pipe section is installed to uniform line and grade.

3. Plugs:
 - a. Plug outlets, wye branches, and laterals.
 - b. Brace plugs to resist test pressures.
4. Exfiltration Testing of Pipes Larger Than 36 Inches in Diameter:
 - a. Perform exfiltration testing not exceeding 100 gal. for each inch of pipe diameter for each mile per day for each reach of piping undergoing testing.
 - b. Perform testing with minimum positive head of 2 feet.
5. Infiltration Testing:
 - a. Maximum Allowable Infiltration: 100 gal./in. of pipe diameter for each mile per day for reach of piping undergoing testing.
 - b. Include allowances for leakage from manholes.
 - c. Perform testing with minimum positive head of 2 feet.
6. If unsatisfactory testing results are achieved, make necessary repairs and retest until result meets criteria.
7. Repair visible leaks regardless of quantity of leakage.
8. Compaction testing shall comply with FDOT Standard Specifications.

3.6 PROTECTION

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for protecting finished Work.
- B. Protect pipe and aggregate cover from damage or displacement until backfilling operation is in progress.
- C. Cap open ends of piping during periods of Work stoppage.

END OF SECTION

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SECTION 46 21 85

DEWATERING STATION DECANT AND TRENCH SCREENS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes requirements for furnishing and installing Stainless Steel Dewatering Station Decant and Trench Screens.
- B. The system shall include installation of a 12-inch wide trench drain at the base of the rear wall of the sludge drying bed and a later flow decant screen shall be installed at the rear wall of the sludge drying bed.
- C. Related Requirement:
 - 1. Section 03 30 00 – Concrete.

1.2 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Product Data:
 - 1. Complete manufacturer product data.
 - 2. Shop drawings including all dimensions, connection details, and materials of each component.
 - 3. Manufacturer's Certificate: Certify products meet or exceed specified requirements.
 - 4. Manufacturer qualification data.

1.3 QUALITY ASSURANCE

- A. Work shall be performed in accordance with the manufacturer's recommendations.
- B. Obtain materials from same source throughout.

1.4 QUALIFICATIONS

- A. Manufacturer: The manufacturer shall specialize in producing the products specified in this Section and submit documentation and references demonstrating the following:
 - 1. Minimum of ten (10) years of experience in manufacturing the products specified herein.
 - 2. Five (5) similar installations.
 - 3. specializing in performing Work of this section with minimum five (5) years of documented experience.

PART 2 - PRODUCTS

2.1 DECANT SCREEN

- A. Frame:
 - 1. The frame solid side plates and bottom seal shall be constructed of Type 304 stainless steel.
 - 2. The sides and bottom seal shall be a minimum of 11 gauge with sufficient stiffeners adequately spaced as required for rigidity.
 - 3. The frame assembly shall be sufficiently rigid to support the screen with a maximum deflection of the screen of less than 1/360th of the span under conditions of a full tank with no water behind the screen.
 - 4. The frame assembly shall be manufactured so that the screen will be vertically aligned 10-degrees from vertical as shown.
- B. Screen Element:
 - 1. The screen shall be constructed entirely of Type 304 stainless steel.
 - 2. Screen element shall be manufactured by coining round wire into a triangular cross section sized appropriately for the application.
 - 3. Attachment of the wire media to support bars or rods shall be by welding.
 - 4. Support bars or rods across the width of the downstream side of the screen element shall be provided of sufficient size and at intervals sufficient to prevent unacceptable deflection of the element.
 - 5. The space between the triangular wires shall form a slot opening of 0.020", +/- 0.002".
- C. Manufacturers:
 - 1. Gravity Flow Systems Southwest, Inc, Wedgewater Trench and Lateral Flow™ Decant Screen System;
 - 2. or approved equal.

2.2 TRENCH SCREEN

- A. Screen Element:
 - 1. The screen shall be constructed entirely of Type 304 stainless steel.
 - 2. Screen element shall be manufactured by coining round wire into a triangular cross section sized appropriately for the application.
 - 3. Attachment of the wire media to support bars or rods shall be by welding.
 - 4. Support bars or rods across the width of the downstream side of the screen element shall be provided of sufficient size and at intervals sufficient to achieve maximum deflection of the screen no more than 1/360th of the span under load.
 - 5. Perimeter of the screen shall be framed with similar sized bar stock.
 - 6. All but one of the trench screen sections shall have a plate welded to the top of one end along the width which extends out so that any gap between sections is covered.

7. The space between the triangular wires shall form a slot opening of 0.020", +/- 0.002".

B. Manufacturers:

1. Gravity Flow Systems Southwest, Inc, Wedgewater Trench and Lateral Flow™ Decant Screen System;
2. or approved equal.

2.3 ACCESSORIES

A. Anchorage:

1. All anchorage shall be Type 304 or Type 18- 8 stainless steel.

2.4 SOURCE QUALITY CONTROL

- A. Section 01 40 00 - Quality Requirements: Testing, inspection, and analysis requirements.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for installation examination.

3.2 PREPARATION

- A. The Contractor shall coordinate all embedder items with reinforced concrete

3.3 INSTALLATION

- A. All components shall be installed in accordance with the manufacturer's recommended procedures.

3.4 FIELD QUALITY CONTROL

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for testing, adjusting, and balancing.

END OF SECTION

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"ATTACHMENT 1" SCHEDULE OF UNIT PRICING BID FORM CITY OF PORT ORANGE ITB # 19-26 WRF SLUDGE TRAILER STORAGE LOT Completed Attachment 1 Bid Proposal form MUST be included with Bid Submission Instruction to save Attachment from DemandStar website: Perform "File Save As" and save spreadsheet to your computer. Fill in pricing in highlighted cells, preferably electronically. Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated. NAME OF BUSINESS: CONTACT PERSON: EMAIL ADDRESS: AUTHORIZED NAME: AUTHORIZED SIGNATURE:						
State of Florida Certified Contractor (Required Information)						
Licensee:						
License No:						
PROPOSAL PRICING						
Item No	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price	
A	Preliminary Items					
1	MOBILIZATION	1	LS	\$0.00	\$0.00	
2	SITE WORK AND PREPARATION	1	LS	\$0.00	\$0.00	
3	SURVEY AND RECORD DRAWINGS	1	LS	\$0.00	\$0.00	
4	RESTORATION	1	LS	\$0.00	\$0.00	
5	SLUDGE DRYING BED MODIFICATIONS (CONCRETE WALLS, ALUMINUM HANDRAIL, VERTICAL SCREEN, TRENCH DRAIN)	1	LS	\$0.00	\$0.00	
6	GRAVITY SEWER (PIPE, INLET, MANHOLE CORING, AND ABANDON EXISTING 8" PVC)	1	LS	\$0.00	\$0.00	
7	ASPHALT PAVEMENT	80	SY	\$0.00	\$0.00	
8	CONCRETE PAVEMENT (EXLUDING SLUDGE DRYING BED - INCLUDES CONCRETE SLAB, 6" CURB. ETC.)	135	CY	\$0.00	\$0.00	
				TOTAL CONSTRUCTION	\$0.00	
				CONTINGENCY (10%)	\$0.00	
				PROJECT TOTAL	\$0.00	
	Confirm the number of calendar days to complete upon receipt of PO:		Days			
	Shall warrant all materials, labor and workmanship for the minimum period of		Years			
AWARD: THIS BID WILL BE AWARDED TO THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER						



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5704
FAX 386-506-5711
purchdiv@port-orange.org

ADDENDUM NO. # 1

November 20, 2019

ITB 19-26 WRF SLUDGE TRAILER STORAGE LOT

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated October 29, 2019 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. CLARIFICATIONS:

N/A

B. CHANGES TO SPECIFICATIONS:

N/A

C. QUESTIONS AND ANSWERS:

Question 1: What is the estimate for the WRF SLUDGE TRAILER STORAGE LOT project?

Answer The annual estimated expenditure budgeted amount is \$255,000

Question 2: What are the liquid damages for the ITB 19-26 WRF Sludge Trailer Storage Lot project?

Answer It has been determined that liquidated damages will NOT APPLY to this project.

Question 3: What is the percentage that it shall not exceed?

1.4 PAY ITEMS

A. MOBILIZATION The Contractor shall submit invoices substantiating the cost of mobilization with each pay request and shall not exceed percent complete of the construction work. The percentage of monthly compensation for this item shall match the percentage of total contract

Answer must match work completed to date as agreed with Owner/Engineer. Example – 50% construction completion = 50% mobilization costs submitted.

David Van Valkenburgh CFCM, C.P.M.
Purchasing Agent

In all other respects, except as specifically stated herein, the subject ITB 19-26 remains unchanged.

END OF ADDENDUM NO. #1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/24/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Waldorff Insurance & Bonding 45 Eglin Parkway NE Ste 202 Fort Walton Beach FL 32548		CONTACT NAME: Paul Locascio PHONE (A/C, No, Ext): 850-581-4925 E-MAIL ADDRESS: receptionist@waldorffinsurance.com FAX (A/C, No): 850-581-4930	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: The FCCI Insurance Company	
		INSURER B: National Trust Insurance Co.	
		INSURER C: Westchester Surplus Lines Ins Co.	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 702729287** **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
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	GL10004474201	4/26/2019	4/26/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y		CA100013357-03	4/26/2019	4/26/2020	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 \$ 10,000	Y		UMB100024266-02	4/26/2019	4/26/2020	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A C	Leased/Rented Equipment Pollution Liability			CM10004474301 G71770461 001	4/26/2019 12/18/2019	4/26/2020 12/18/2020	Limit \$100,000 Limit Agg \$2,000,000 Limit Occurrence \$1,000,000

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

RE: ITB 19-26: WRF Sludge Trailer Storage Lot
Certificate Holder is listed as Additional Insured, when required by written contract, as pertains to general liability and automobile liability. Cancellation provision: 30 Days Notice of Cancellation except 10 days for non-payment of premium as respects to general liability and automobile liability.

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

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CITY OF PORT ORANGE

Vendor Application and Agreement

City of Port Orange

Attn: Purchasing Division

(386) 506-5718

PurchDiv@port-orange.org

1000 City Center Circle

Port Orange, FL 32129

Please complete the following information:

Name of Individual or Business: SGS CONTRACTING SERVICES, INC.

Payment Remit to Name: SAME

Contact Person and Title: SETH SIMMONS - PRESIDENT

Phone Number: (352) 745-6950 Fax Number: N/A

Email Address: seth @ sgscsi.com

Taxpayer Identification Number (TIN): 46-1147891

Tax Classification:

- ☐ Individual/Sole Proprietor/Single Member LLC
☐ Partnership
☐ Other (Explain) _____

- ☒ S Corporation
☐ C Corporation
☐ Trust/Estate

Current W-9 Attached (Required) ☒ Yes ☐ No

Type of Commodity/Services GENERAL CONTRACTOR

Does your company accept Purchasing Cards (i.e. Visa)? ☐ Yes ☒ No

Permanent Address:

Address PO Box 908
City HIGH SPRINGS, State FL Zip Code 32655

Remit to Address (if different from above):

Address SAME
City _____ State _____ Zip Code _____

Please inform the Purchasing Division of all address, contact information and insurance changes.

AFFIDAVIT REGARDING WORKERS' COMPENSATION

IMPORTANT

This certificate must be completed and returned by the Awarded Vendor, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage.

State of FL

County of ALACHUA

I, SETH SIMMONS, being duly sworn according to law, deposes and says (it, he, she, they) have accepted the Workers' Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his, her, their) liability there under accordance with the terms of said Laws with the SGS CONTRACTING SERVICES, INC. Company, under the terms of Policy Number WC 518-00001-019-57 for a period from 6/1, 2019 to 6/1, 2020.

WITNESS:

By: [Signature]

Name: Wallis Simmons

CONTRACTOR:

Company: SGS CONTRACTING SERVICES

By: [Signature]

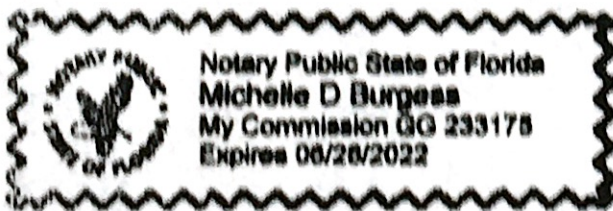
Name/Title: SETH SIMMONS - PRESIDENT

Sworn to and subscribed before me this 23rd day of December, 2019.

My Commission Expires: 6/26/2022

[Signature]
Notary Public

Michelle Burgess
Notary Public Printed Name





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/20/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SUNZ Insurance Solutions, LLC ID: (Decision HR) c/o Decision HR 11101 Roosevelt Blvd N Saint Petersburg, FL 33716	CONTACT NAME: Cortney Horn	FAX (A/C, No):	
	PHONE (A/C, No, Ext): 888-828-5511	E-MAIL ADDRESS: Certs@DecisionHR.com	
INSURED Decision HR Holdings Inc. 11101 Roosevelt Blvd. N. Saint Petersburg FL 33716	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: United Wisconsin Insurance Company		29157
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 48792884

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	DED ☐ RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC518-00001-019-SZ	6/1/2019	6/1/2020	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N		WC518-00001-018	6/1/2018	6/1/2019	
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					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)

Coverage provided for all leased employees but not subcontractors of: SGS Contracting Services, Inc
Effective date: 1/1/2018
For Bidding Purposes Only - Please call (727) 456 - 5002 to confirm coverage.

CERTIFICATE HOLDER

753921
SGS Contracting Services, Inc
14207 NW SR 45
High Springs FL 32643

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

Rick Leonard

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ACORD 25 (2016/03)

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Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Print or type.
See Specific Instructions on page 3.

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

SGS Contracting Services, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

PO Box 908

Requester's name and address (optional)

6 City, state, and ZIP code

High Springs, FL 32655

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

4 6 - 1 1 4 7 8 9 1

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

7/17/2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 1/21/2020

Consent item: No

SUBJECT: (B7c) Award of ITB 19-32 Temporary Employee and Leasing Services to multiple vendors

DEPARTMENT: Administrative Services

GOAL:

RECOMMENDED MOTION: Move to approve the standard services agreement and expenditure authority for the following agencies:

AUE Staffing Inc
Robert Half Accountemps and Office Team
Ven LLC dba Daytona Employment
Ebyte Technologies, Inc
IOS Aquisition, LLC

SUMMARY: The City occasionally needs temporary employee or employee leasing services to assist with special projects or work when regular City staffing is short. The City is currently under contract with 2 providers for the same services. The City typically spends anywhere from \$50,000 - \$150,000 depending upon the operational need city-wide. A

Staff released Invitation To Bid 19-32 Temporary Employee and Leasing Services to solicit bids from a minimum of 5 agencies. Of the bids received, 2 agencies noted exceptions to the proposed terms and conditions set forth by the City. The City received more than all other bidders. There was one company deemed not responsive by the purchasing division. The City will award the remaining 5 competitive bidders and divvying up the expenditure between these agencies depending on the needs of the City.

Project No.: Funding Account No.:

Presenter: Jamie Miller

ATTACHMENTS:

1.	AUE Staffing Inc Personnel Services Agreement	AUE Staffing Inc
2.	Robert Half International Inc Personnel Services Agreement	Robert Half International Inc
3.	Ven LLC Personnel Services Agreement	Ven LLC
4.	Ebyte Technologies Inc Personnel Services Agreement	Ebyte Technologies Inc
5.	IOS Acquisition LLC Personnel Services Agreement	IOS Acquisition LLC
6.	ITB 19-32 TABULATION SHEET 12-3-19 FINAL (12-5-19)	ITB 19-32
7.	ITB#_19-32_TEMPORARY_EMPLOYEE_AND_EMPLOYEE_LEASING_SERVICES_FINAL_(10-23-19)	ITB#_19-32_TEMPORARY_EMPLOYEE_AND_EMPLOYEE_LEASING_SERVICES_FINAL_(10-23-19).P

8.	ITB 19-32 ADDENDUM No. 1 FINAL (11-8-19)	ITB 19-32
9.	ITB 19-32 ADDENDUM No. 2 FINAL (11-22-19)	ITB 19-32
10.	ITB 19-32 Robert Half Staffing - Accountemps submittal 12-3-19	ITB 19-32
11.	ITB 19-32 AUE STAFFING SUBMITTAL 12-3-19	ITB 19-32
12.	ITB 19-32 IOS Acquisition LLC submittal 12-3.19	ITB 19-32
13.	ITB 19-32 Ebyte Technologies Inc. Submittal 12-3-19	ITB 19-32
14.	ITB 19-32 Ven LLC dba Daytona Employment submittal 12-3-19	ITB 19-32
15.	AUE STAFFING AFFIDAVIT	AUE STA
16.	AUE STAFFING CERTIFICATE	AUE STA
17.	DAYTONA EMPLOYMENT Affidavit and COI	DAYTON
18.	DAYTONA EMPLOYMENT CERTIFICATE	DAYTON
19.	EBYTE -Certificate of insurance	EBYTE -C
20.	EBYTE Workers Compensation Affidavit	EBYTE V
21.	IOS STAFFING AFFIDAVIT	IOS STAF
22.	IOS STAFFING CERTIFICATE	IOS STAF
23.	ROBERT HALF Certificate of Insurance - Workers' Compensation	ROBERT
24.	ROBERT HALF Workers Comp Affidavit 2020	ROBERT
25.	ITB 19-32 REVISED NOTICE OF INTENT TO AWARD FINAL (1-15-20)	ITB 19-32

Heather Carrizales
 Jamie Miller
 James Tillman
 Matthew Jones
 Jake Johansson
 Robin Fenwick

Created/Initiated - 12/20/2019
 Approved - 12/23/2019
 Approved - 1/6/2020
 Approved - 1/15/2020
 Approved - 1/15/2020
 Final Approval - 1/16/2020

PERSONNEL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2020 by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **AUE STAFFING, INC.** ("Contractor"), a Florida corporation authorized to transact business in the State of Florida, whose principal address is 777 E Altamonte Drive, Altamonte Springs, Florida 32701 and whose Federal Identification Number is 45-2185132. The City and Contractor are collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the Vice President of Operations, Terry Wiseman, is authorized to contract for personnel services for; and

WHEREAS, on October 28, 2019, the City issued an Invitation to BID ("ITB") for Temporary Employee and Employee Leasing ("ITB 19-32"), together with all exhibits, attachments, addenda, and amendments thereto, and

WHEREAS, in response to the ITB, various vendors submitted proposals to provide Temporary Employee and Employee Leasing Services; and

WHEREAS, Contractor submitted to City its Proposal (hereinafter referred to as "Contractor's Proposal") in response to the ITB; and

WHEREAS, the City has selected Contractor to provide the personnel services all in accordance with the terms and conditions set forth herein; and

WHEREAS, the City and Contractor have agreed to execute this Agreement for purposes of setting forth the terms and conditions of the agreement of the parties and

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable considerations, the receipt and adequacy of which are hereby mutually acknowledged, the parties agree as follows:

1.1. Purpose: Incorporation of ITB and Contractor's Proposal.

(a) The ITB, together with this Agreement, set forth the terms and conditions for the provision of Temporary Employee and Leasing Services for the City; for the consideration to be paid by City to Contractor as compensation for the provision of Temporary Employee and Leasing Services; and, for certain other ancillary matters more particularly set forth herein or in the ITB.

(b) All terms and provisions of the ITB and the Contractor's Proposal (both on file with the City Clerk), and Contractor's Schedule of Unit Pricing which is attached hereto as Exhibit "1", are incorporated by reference in this Agreement as though fully set forth herein. Whenever possible, the provisions specifically set forth in this Agreement and those set forth in the ITB shall be construed to supplement each other, so as to give effect and meaning to all terms and provisions. If there is a conflict between any terms of the ITB and terms specifically set forth herein then, unless otherwise specifically provided herein or in the ITB, the terms of this Agreement shall prevail and take precedence over the terms of the ITB to the extent necessary to resolve such conflict.

(c) The Contractor's Proposal shall be construed to supplement the provisions of this Agreement and the ITB and shall be the determinative document with respect to consideration to be paid by the City. In no event shall the Contractor's Proposal be deemed to alter or modify the terms or provisions of the Agreement, the Scope of Services or the ITB. In the event of any conflict among the terms of the Contractor's Proposal and the Agreement, the ITB, or the Scope of Services, the terms of the Agreement, the ITB or the Scope of Services, as the case may be, shall prevail over the terms of the Contractors Proposal.

1.2 Definitions. All capitalized terms used herein shall have the meanings assigned to them in this Agreement, as supplemented and modified by the ITB; to the extent there is no conflict. Any capitalized terms used herein and not defined herein shall have such meanings as may be assigned to them in the ITB.

1.3 Contractor.

(a) From time to time in this Agreement, the term "Contractor" shall be deemed to refer to AUE Staffing, Inc. From time to time in this Agreement, the term "Partner" or "Partners" may be used to refer to any proposed joint venture.

(b) This Agreement shall be liberally interpreted and construed so as to give effect to the intent of parties, which is that, unless this Agreement shall otherwise specifically so provide, all duties, obligations, and liabilities imposed upon Contractor, and all terms and provisions of this Agreement applicable to Contractor, shall in all events (and at all times hereafter, notwithstanding any assignment of this Agreement) apply to Contractor.

(c) Any assignment of this Agreement that is permitted under the terms hereof, or to which the City may otherwise consent, shall not release or discharge the Contractor from any duties or liabilities hereunder unless the City shall, in its sole and absolute discretion, otherwise agree in writing.

1.4 Current Laws; Future Laws.

(a) For purposes of this Agreement, the term "Current Laws" shall be broadly construed to mean and refer to all federal, state, and local laws, ordinances, regulations, and orders, and decrees of bodies, public authorities, or tribunals having any jurisdiction or authority over the parties or any matters relating to this Agreement, to the extent that the foregoing are in effect as of the Effective Date hereof.

(b) For purposes of this Agreement, the term "Future Laws" shall be broadly construed to mean and refer to all amendments, modifications, substitutions, and replacements of Current Laws, together with all federal, state, and local laws, ordinances, regulations, orders, and decrees of bodies, public authorities or tribunals having any jurisdiction or authority over the parties or any matters relating to this Agreement, to the extent that the foregoing may be controlling for this Agreement, and passed, entered, or enacted subsequent to the Effective Date hereof.

2.1 Scope of Services.

(a) Except as otherwise provided in Paragraph 2.4 or elsewhere in this Agreement, throughout the Term of this Agreement, Contractor shall provide, at its sole cost and expense, all labor and administrative support, necessary to perform the services described in the ITB ("Services"). Contractor shall

further comply with all terms and provisions of this Agreement.

(b) Contractor shall perform the Services in accordance with all applicable State and Federal laws, rules, regulations, and City of Port Orange ordinances and in accordance with applicable City guidelines, procedures, and policies and/or regulations.

2.2 Cooperation with Other Contractors.

(a) Contractor shall fully cooperate with the City and it shall diligently endeavor to perform its Services in a manner that will promote integration, synergism, and efficiency among Contractor, the City, and the other contractors for the City. Contractor shall not commit nor permit any action on the part of its employees or agents that might unreasonably interfere with the performance of work by any other contractor of the City.

(b) If Contractor asserts that other contractors have hindered or interfered with the progress or performance of the Services, the City shall use diligent, good faith efforts to aid in resolution of the conflict between Contractor and such other contractors. In such circumstances, Contractor's sole remedy for hindrance or interference caused by such other contractors shall be to seek legal recourse against such other contractors, and the City shall have no liability on account of such hindrance or interference.

2.3 Services Performed. The Services to be performed by Contractor shall be performed within or with respect to the City of Port Orange.

2.4 Termination for Convenience of City.

(a) The City shall have the right, at any time during the term of this Agreement, and for any reason whatsoever in the City's sole discretion, to terminate this Agreement with respect to all or any portion of the Services (such total or partial termination being referred to hereinafter as a "Termination for Convenience"). The City may exercise its right of Termination for Convenience by furnishing to Contractor written notice of its election to do so, which notice shall specify the Services that the City has elected to remove from the scope of this Agreement. The Termination for Convenience as to such Services shall be effective thirty (30) days following the date of the receipt of such notice by the Contractor. In that event, all references herein or in the ITB to "Services" shall be deemed to refer only to those operation and management tasks that continue to be required to be performed by Contractor hereunder.

(b) As of the date upon which a Termination for Convenience is effective, the City shall reduce the Contract Amount so as to omit payment for those elements of work and Services as to which the City exercised its right of Termination for Convenience; provided, however, such reduction shall be in accordance with the provisions of Paragraph 6.1 of this Agreement.

(c) In no event shall a Termination for Convenience be deemed a default by the City under this Agreement or the ITB, and a Termination for Convenience shall not subject the City to any penalty, claim for damages, liquidated damages, or any other claim of any type by Contractor.

2.5 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.

2.6 Ownership of Documents, Inventions and Copyrights.

(a) The City is and shall be and remain the sole owner of all rights including copyrights, trademarks, patent rights, and other intellectual property rights, with regard to any and all reports, plans, documents, software, data, and items developed with respect to the performance of this Agreement. Contractor may not use such materials in any way, other than in performance of its Services under the terms of this Agreement, without the prior written consent of City, which may be granted or denied in the City's sole discretion. If the City consents to use of any materials or rights described in this subparagraph by Contractor, Contractor may use such materials or rights in a manner consistent with such consent, but such use shall be at Contractor's sole risk and without representation or warranty of the City.

(b) As permitted by the Florida Statutes, information generated in connection with this Agreement shall be the property of the City. Contractor shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of its duties hereunder, without the City's prior written consent, which may be withheld or granted in the sole discretion of the City.

2.7 Applicable Laws and Regulations. Contractor shall perform the Services in compliance with the standards and requirements set forth herein in the scope and services, applicable laws, rules, statutes, ordinances, regulations, and good business practices.

3.1 Term of Agreement

(a) Except as otherwise stated herein, the term of this Agreement shall be for a period of three (3) years (referred to hereinafter as the "Initial Term"), measured from the Effective Date (as defined in this Article III) unless sooner terminated. This Agreement shall be automatically extended at the end of the Initial Term for two (2) one-year periods, unless either Party notifies the other, in writing, at least thirty (30) days prior to the end of the term then in effect. Annual renewals shall be subject to review and approval by the City Manager.

(b) The parties understand and agree that at the expiration of this Agreement or any extension thereto, the City shall in no way be further obligated to Contractor and shall not be impaired from negotiating with and contracting with any other publicly or privately-owned entity wishing to offer Services to the City.

(c) In the event this Agreement is not extended or otherwise renewed, the Contractor shall surrender possession of all the City property immediately upon its expiration and remove all other personal property, Contractor, its directors, officers, employees, agents and/or subcontractors from the City of Port Orange no later than five (5) days following the Agreement's expiration.

(d) Pursuant to the requirements of Florida Law and the City of Port Orange Code of Ordinances, the City's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the City Council.

3.2 Effective Date. The effective date, upon which Contractor shall commence performing the Services and upon which date the Term shall commence, shall be the date designated by the City in a written notice to proceed.

4.1 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.

4.2 Relationship Between City and Contractor.

(a) Contractor is intended to be and shall be an independent contractor of the City in performance of its duties hereunder, and nothing shall be construed as creating any relationship other than that of owner and independent contractor, nor shall there be deemed to exist any relationship whatsoever between the City and contractor's employees. The personnel who assist Contractor in the performance of Services under this Agreement shall at all times be employees of Contractor and not employees of The City. Contractor shall pay all wages, salaries, and other amounts due to its employees in performance of the duties set forth in this Agreement and shall be responsible for all reports and obligations respecting such employees, including but not limited to Social Security tax, income tax withholding, unemployment compensation, worker's compensation, employee benefits, and similar matters.

(b) Contractor shall be solely responsible for all civil liability due to negligent acts or omissions of its employees or agents resulting in accidents, injuries, or death to persons or property damage during its management and delivery of Services. All personal property of the Contractor utilized in the performance of Services shall be at the sole risk of the Contractor, including, without limitation, risks arising from any environmental damage or liability, theft or vandalism.

(c) The City shall be a third-party beneficiary to the Contractor's contracts for the delivery of Services with any provider or Subcontractor and in the event terms of those contracts shall conflict with any terms and conditions in this Agreement, the terms and conditions in this Agreement shall prevail.

4.3 Removal. Promptly upon written request of the City, Contractor shall remove from activities associated with or related to the performance of this Agreement any employee whom the City considers (for any reason not prohibited by law, in the City's sole discretion) unsuitable for such work. Such employee shall not be reassigned to perform any work relating to the Services except with the express written consent of the City. No compensation in any form shall be paid to Contractor by the City in consideration for the right of removal described in this paragraph or in consideration of the exercise thereof.

4.4 Drug-Free Workplace Requirements. Throughout the Term, Contractor shall provide a drug-free workplace by establishing a drug-free workplace and program in compliance with the ITB and City policy.

4.5 Compliance With Workplace Laws.

(a) Throughout the Term, while performing under this Agreement, Contractor, its agents, employees, and subcontractors shall observe and fully comply with all Current Laws and Future Laws that pertain to workplace safety, labor, or employment. Without limiting the generality of the foregoing, Contractor shall comply in all respects with the Americans With Disabilities Act of 1990, codified at 42 U.S.C. Section 12101 et seq., as it may be modified or amended from time to time hereafter, together with

all regulations promulgated from time to time thereunder.

(b) Contractor shall prominently post and publish all employment notices and Information required to be published by any applicable law, rule, regulation, or ordinance from time to time in effect, for review and consideration by its employees.

(c) Contractor, its agents and subcontractors shall provide to their respective employees a work environment free of harassment, and shall make all reasonable accommodations on behalf of employees that may be required by applicable laws and regulations from time to time in effect.

(d) Contractor acknowledges that its employees, agents, Subcontractors, and the employees and agents of Contractor's subcontractors and their agents, are not employees or agents of the City and that Contractor will not be acting as the City's agent or on its behalf for purposes of complying with laws and regulations pertaining to workplace safety, labor, or employment.

(e) To that end, Contractor shall defend, indemnify and hold harmless the City from any damages, claims, costs, or liabilities resulting from a violation or breach attributable solely to Contractor, its agents, employees, or subcontractors of any of the representations or undertakings in this Paragraph 4. This indemnification specifically includes, but is not limited to, court costs and attorneys' fees incurred by the City as a result of Contractor's violation or breach.

4.6 Contract Administrator. The City may designate a member of its staff pursuant to Paragraph 12.4 to act on behalf of the City as the Contract Administrator for administering this Agreement, with the exception of items, which would require City Council approval. The staff designee shall initially be as follows:

Jamie Miller, PHR
Administrative Services Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5562
E-Mail: jmiller@port-orange.org

The City's Contract Administrator shall:

(a) Serve as the liaison between Contractor and the City on all matters relating to this Agreement.

(b) Shall be responsible for ensuring that any information supplied by Contractor is properly distributed to the City management personnel, and appropriate staff.

(c) Shall be responsible for the day to day monitoring and assessment of the quality of Services provided by Contractor under the terms and conditions of this Agreement.

(d) Coordinate the contract with other City staff that may be designated to assist in carrying out the functions and Services under this Agreement.

4.7 Notices.

(a) All Notices required or to be given hereunder shall be in writing and shall be deemed to have been properly given on the third day after being deposited in the United States mail, with adequate

postage, and sent by registered or certified mail with return receipt requested, to the appropriate party at the addresses set out below, or when delivered after being deposited with a nationally recognized overnight courier such as Federal Express, Express Mail, or other overnight delivery service for next-day delivery:

TO THE City:

Jamie Miller, PHR, Administrative Services Director
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5562

With a copy to:

Shannon Balmer, Assistant City Attorney
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5525

TO THE CONTRACTOR:

AUE Staffing, Inc.
Terry Wiseman, Vice President of Operations
777 E. Altamonte Drive
Altamonte Springs, Florida 32701
(321) 397-2555 – Telephone
(407) 513-4027 – Facsimile
E-Mail: TWiseman@AUEStaffing.com

(b) Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior written notice of the address change.

4.8 Equal Employment Opportunity.

(a) Contractor shall ensure equal employment opportunity without regard to race, color, national origin, sex, age, religion, or disability and ensure that no distinctions are made among persons, and no decisions are made regarding individuals, on the basis of race, color, religion, age, gender, disability, or national origin.

(b) Throughout the Term, Contractor shall strictly comply with all applicable provisions of Title VI of the Civil Rights Act of 1964. Contractor maintains an Equal Employment Opportunity Policy, a Discrimination, Harassment and Retaliation Policy and an Open Door Policy and shall keep complete and accurate records of all procedures and decisions relating to hiring of individuals within minority classes. Those records shall be available to the City at Contractor's office, for review and copying, at all reasonable times and without prior notice.

4.9 Notification of Conviction of Crimes. To the extent that it has or becomes aware of such

information or should reasonably become aware of such information, Contractor shall notify the City if any of their officers, directors, or executives, or employees of any Subcontractors are convicted, of any crime, if such individuals have expended substantial time or effort on behalf of Contractor in connection with the furnishing of Services under the terms of this Agreement or might reasonably be expected to do so at a future time. Such notification shall be made no later than ten (10) days after the occurrence of the conviction, and failure to do so shall be an Event of Default hereunder (as defined in Article IX).

5.1 Assignment Rights and Limitations.

(a) The City has selected Contractor to perform the Services based upon characteristics and qualifications of Contractor and its employees. Therefore, Contractor may not assign, delegate, or subcontract its rights or obligations under this Agreement without the prior written consent of the City, which consent the City may grant or withhold in its sole and absolute discretion. Any attempt by Contractor to assign or to subcontract any performance of this Agreement without such consent shall be null and void and shall, at the City's option, constitute a default under this Agreement.

(b) Contractor may assign its rights to receive payment under this Agreement with the City's prior written consent, which consent shall not be unreasonably withheld.

(c) The City may assign all or any portion of its rights under this Agreement without consent of or advance notice to Contractor.

5.2 Subcontracts.

(a) Subject to the right of the City to review and approve or disapprove subcontracts in accordance with this Section, Contractor shall be entitled to subcontract some of the Services performed to other entities. The subcontracts executed by Contractor in accordance with the terms of this Agreement (including vendor contracts) may be referred to herein as "Subcontracts" and the subcontractors thereunder may be referred to herein collectively as "subcontractors."

(b) All Subcontracts must contain the following provisions:

- (i) The Subcontract must provide that it is assignable to the City (or its successor in interest under the terms of this Agreement) without the prior approval of the parties thereto, and that the assignment thereof shall be effective upon receipt by the subcontractor of written notice of the assignment from the City. Upon such event, the City shall be deemed to assume the obligations of Contractor under the Subcontract, but only to the extent such obligations accrue from and after the date of the assignment.
- (ii) Each Subcontract must require the subcontractor to comply with the terms of this Agreement and must require the Subcontractor to carry forms and amounts of insurance satisfactory to the City in its sole discretion. The City shall be listed as an additional insured in such insurance policies (other than workers' compensation policies), and copies of insurance certificates and policies shall be delivered to the City upon request.
- (iii) All warranties (express and implied) of each Subcontractor shall inure to the benefit the City and its successors and assigns.

(c) All Subcontracts shall be subject to the City's prior written approval as to the general form

of the Subcontract and the identity of the subcontractor, which approval may be granted or withheld in the sole discretion of the City. The City may waive the right to approve a particular Subcontract, but such waiver shall not affect the City's right to review and approve or disapprove other Subcontracts. The City's approval of a Subcontract shall not be deemed a warranty of any nature. Following approval of a Subcontract, Contractor shall not be entitled to terminate such Subcontract without first obtaining the City's written approval of Contractor's arrangements for performance of the work covered by such Subcontract.

6.1 Compensation.

(a) As compensation for the timely performance of the Services in compliance with the terms of this Agreement, the City will pay Contractor pursuant to the provisions of this Agreement and the ITB.

(b) Notwithstanding anything herein or in the ITB or Contractor's Proposal to the contrary, assuming that Contractor timely performs the Services in accordance with the terms of this Agreement and a Termination for Convenience does not occur, the Total Compensation (as herein defined) paid to Contractor under this Agreement is limited to an amount not to exceed the budget appropriation for each fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended (the "Maximum Total Compensation").

(c) If the City shall cause a partial Termination for Convenience during any Term Year by terminating Contractor's right and obligation to perform a portion of the Services, the amounts of Maximum Total Compensation for the Term Year during which such partial Termination for Convenience is effective shall be reduced by the same proportion as the ratio of Services to be performed has been reduced. The reduction in Maximum Total Compensation shall be effective for as long as the reduction in the scope of Services to be performed is effective.

(d) If a total Termination for Convenience shall occur during the Term, the Maximum Total Compensation (as set forth in subparagraph (b)) to be paid to Contractor during the Term during which such Termination for Convenience is effective shall be a prorated amount, based upon the portion of such Term during which this Agreement is in effect. No compensation shall be paid to Contractor following the effective date of such termination.

(e) For purposes of this Paragraph 6.1, the terms "Total Compensation" and "Term Year" shall be defined as follows:

(i) "Total Compensation" shall mean the terms of this Agreement and the attached [Insert Date] Addendum [Insert Number] to Existing ITB from the Contractor.

(ii) A Term Year shall be the year period that commences on the Effective Date.

(f) The City may withhold any portion of a required payment if either:

(i) A portion of the Services for which the payment has been requested has not been performed in accordance with the requirements of this Agreement, or

(ii) Contractor has failed to submit the required documentation supporting the portion of such payment in accordance with the requirements of this Article, the Agreement and the ITB.

(g) The City may withhold all of a payment requested in an invoice if:

(i) A substantial portion of the Services described in the invoice has not been

performed in accordance with the requirements of this Agreement;

- (ii) Contractor has failed to submit the required documentation supporting a substantial portion of the Services described in such invoice in accordance with the requirements of this Article, the Agreement, or the ITB; or
- (iii) Defects in or omissions from the invoice or the required supporting documentation otherwise cause the City to question or dispute the accuracy of the invoice as a whole.

(h) If the City withholds all or any portion of a payment in accordance with this Paragraph 6.1, City shall pay Contractor an amount determined in accordance with the terms of this Agreement, promptly upon receipt by the City of additional required documentation or following resolution of outstanding issues or disputes, as the case may be.

(j) The fiscal impact of changes in State and Federal law or County ordinances as defined in Section 1.4 herein, which substantially reduces the Total Compensation received by the Contractor under this Agreement may become the subject of negotiations between the parties relating to claims for additional compensation by the Contractor.

6.2 Invoice for Payments and Required Documentation. A payment (as provided in Section 6.1 hereof) will be made by the City in accordance with the Florida Prompt Payment Act only after Contractor has submitted the following documentation to the City, which documentation shall be accepted, subject to the City's review and approval.

(a) An invoice in a form acceptable to the City, with supporting documentation as reasonably required by the City.

(b) A certificate describing all outstanding claims and potential claims, if any, as of the date of the invoice.

6.3 Payment Terms. To the extent Services for which payment has been requested have been performed in accordance with the provisions of this Agreement, and to the extent that an invoice and the documentation described in Paragraph 6.2 has been submitted to the City with respect to such Services, the City shall pay Contractor for the performance of the Services within 45 days of receipt of invoice.

7.1 Contractor Responsibility.

(a) Contractor shall take all reasonable precautions in the performance of the Services and shall cause its employees, agents, and subcontractors to do the same. Contractor shall be responsible and liable for any damage, injury, or loss to the following described persons and property, but only to the extent that such damage, injury, or loss in whole or in part are caused by or arise out of acts or omissions of Contractor or its employees, agents, officers, or subcontractors, or any other persons for whom Contractor may be legally or contractually responsible or out of a failure of Contractor to comply with the terms of this Agreement unless, and to the extent, such damage, injury or loss is attributable to the City's direction, control or supervision of the employees furnished by the Contractor. The Contractor shall be responsible and liable for the persons and property described herein, for the following:

- (i) all employees of Contractor and the subcontractors and other persons who would reasonably be expected to be affected by the performance of the Services.

(ii) other property of Contractor and its employees, agents, officers, subcontractors, and all other persons for whom Contractor may be legally or contractually responsible on or adjacent to areas upon which Services are performed.

(iii) members of the public and their personality.

(b) Contractor shall comply, and shall cause its employees, agents, officers, Subcontractors, and all other persons for whom Contractor may be legally or contractually responsible to comply, with all Current Laws and Future Laws relating to the safety of persons and property and their protection from damage, injury, or loss.

(c) Contractor shall be responsible for all damage and loss that may occur with respect to any and all property in any way involved in the provision of Services by Contractor, whether such property is owned by Contractor, the City or any other person, to the extent such damage or loss shall have been whole and in part caused or brought about by the acts or omissions of Contractor or its employees, agents, officers, subcontractors, or any other persons for whom Contractor may be legally or contractually responsible unless, and to the extent, such damage, injury or loss is attributable to the City's direction, control or supervision of the employees furnished by the Contractor.

(d) Contractor shall ensure that all of its activities and the activities of its employees, agents, officers, subcontractors, and all other persons for whom Contractor may be legally or contractually responsible are undertaken in a manner that will minimize the effect on property and the public.

7.2 Indemnifications by Contractor.

(a) Contractor shall defend, indemnify and hold harmless the City and each and every individual that is now (or may in the future become associated with the City, including its elected and appointed officials, officers, directors, agents, consultants, and employees (collectively referred hereinafter to as the "Indemnified Parties") from and against any and all losses, penalties, interest, demands, judgments, claims, causes of action, suits, legal or administrative proceedings, damages, losses, liabilities, response costs, fees, costs and expenses (including, without limitation, reasonable attorneys', paralegals,' and expert witness fees and costs that may be incurred, whether for personal injury, death, property damages, direct or consequential damages or economic loss including environmental impairment) arising out of, relating to or resulting from in whole or in part:

(i) The negligent performance by Contractor (or its employees, agents, officers, subcontractors, or any other persons for whom Contractor may be contractually or legally responsible) of the Services or other duties or obligations set forth in this Agreement (including the ITB and the Scope of Services) or the material failure to perform the Services in the manner herein required.

(ii) The failure of Contractor (or its employees, agents, officers, subcontractors, or any other persons for whom Contractor may be contractually or legally responsible) to comply with any applicable law, rule, ordinance, regulation, or statute in performing the Services or other duties or obligations set forth in this Agreement.

(iii) Any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions in performance of the Services or other duties or obligations set forth in this Agreement.

- (iv) Any negligent act or omission of Contractor (its employees, agents, officers, subcontractors, or any other persons for whom Contractor may be contractually or legally responsible), including, but not limited to, any negligent act or omission that may cause, result in, or contribute to the injury to or death of persons, or the damage to or loss of property.
- (v) The assertion by any contractor, subcontractor, or other person that inconvenience, disruption, delay or loss has been caused by actions or interference of Contractor (or its employees, agents, officers or subcontractors or any other persons for whom Contractor may be contractually or legally responsible), or other failure of Contractor (or its employees, agents, officers or Subcontractors or any other persons for whom Contractor may be contractually or legally responsible) to cooperate reasonably with such contractors, subcontractors or other persons.

(b) The City and Contractor agree the first \$100.00 of this Agreement's compensation paid by the City to Contractor shall be given as separate consideration for this indemnification and any other indemnification of the City by Contractor provided for within this contract document, the sufficiency of such separate consideration being acknowledged by Contractor's acceptance and execution of the Agreement. Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. Contractor agrees to pay on behalf of the Indemnified Parties, as well as provide payment for a legal defense for the Indemnified Parties, both of which will be done only if and when requested by an Indemnified Party for all claims made. Such payment on the behalf of the Indemnified Parties shall be in addition to any and all other legal remedies available to the Indemnified Parties and shall not be considered to the City's exclusive remedy under the terms of or as a consequence of any workers' compensation, disability benefit, or other employee benefits laws.

7.3 Liability for Failure for Employee Theft. Without limiting the generality of the provisions of this Paragraph, Contractor shall reimburse the City in the amount of any and all funds or property that are lost or converted by reason of theft, fraud, dishonesty, embezzlement, false reporting or conversion by Contractor, its employees, agents, officers, Subcontractors or others under control of Contractor, or for whose actions Contractor is legally or contractually responsible. Contractor shall promptly notify the City of any such losses, and shall pay such amounts to the City on or within thirty (30) days after the date that the loss is discovered. Contractor may, at its option, obtain employee fidelity bonds or other insurance coverage with respect to the losses described in this subparagraph, but the absence of such coverage shall not limit Contractor's liability to the City.

7.4 No Effect on Other Rights. The obligations set forth in this Article shall not be construed to negate, abridge, or reduce other rights or obligations that otherwise would exist in favor of a party indemnified hereunder.

8.1 Issuers of Insurance. Contractor shall procure, at its own expense, insurance acceptable to the City as described herein and shall maintain the insurance in full force and effect throughout the Term in the manner specified herein. All Insurance shall be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class VIII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by the City in its sole and absolute discretion. Failure to maintain the requisite insurance in place throughout

the Term hereof shall be an Event of Default by Contractor hereunder.

8.2 Insurance Coverage.

(a) All insurance policies required to be obtained by Contractor under this Agreement shall be underwritten by insurance companies licensed to do business in the State of Florida and having Best ratings of at least A-V I. and such policies and the terms thereof shall be subject to review and approval of the City. Contractor shall obtain endorsements to all policies and certificates of insurance providing that:

- (i) no cancellation, non-renewal, or reduction in coverage shall be effective unless the insurer first gives the City thirty (30) days' written notice.
- (ii) the policies are primary, and not contributing, with respect to any insurance that may be carried by the City.
- (iii) with respect to workers' compensation and employer's liability policies, and with respect to other policies to the extent allowed by law and available without voiding insurance coverage the insurer waives its right of subrogation against the City, and its respective council members, directors, officers, employees and agents.

(b) Contractor shall promptly furnish the City with certificates evidencing the existence of the insurance coverage herein required upon receipt. Contractor may obtain for its own account any insurance not required under this Agreement. Certificates shall be current ACCORD form and shall reflect additional insurance requirements as may be required herein.

(c) If Contractor fails or refuses to procure or maintain insurance as required by this Agreement or fails or refuses to furnish the City with evidence that the insurance has been procured, is in force and has been paid for, the City shall have the right, at its election, and following ten (10) days written notice to Contractor, to procure and maintain such insurance pursuant to Paragraph 8.8. The premiums paid by the City shall be offset against payments that otherwise would be due to Contractor under this Agreement.

8.3 Forms of Insurance Coverage and Minimum Limits. Contractor shall maintain insurance policies throughout the Term with the following coverages and minimum limits.

(a) Commercial General Liability Insurance, with limits of \$500,000.00 per occurrence and \$1,000,000.00 aggregate, including coverage parts of Bodily injury, Broad Form Property Coverage, Personal Injury, Independent Contractors, Blanket Contractual Liability, and Products and Completed Operations. Liability insurance shall be pursuant to current ISO simplified form. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by Contractor under this Agreement.

(b) Automobile Liability (for bodily injury, death and property damage) with a minimum combined single limits of \$500,000.00 for each accident for all hired, owned and non-owned vehicles.

(c) Workers' Compensation Insurance Coverage, including all coverage required under the laws of the State of Florida (as amended from time to time hereafter) and Employer's Liability Coverage in

the amount of \$500,000.00 per accident, \$500,000.00 per illness, and \$500,000.00 annual aggregate illness.

(d) Errors and Omissions coverage limits of \$1,000,000.00.

(e) Excess liability coverage with limits of \$1,000,000.00 with terms and conditions no more restrictive than the underlying forms.

8.4 Endorsements With Respect to Liability Coverage. All general liability and automobile liability policies must contain, or must be endorsed to contain, the provisions set forth below:

(a) The City, its respective council members, directors, officers, employees and agents shall be additionally insured with respect to any and all liability arising out of the work required under this Agreement only to the extent that such board members, directors, officers, employees and/or agents direct, control or supervise the employees provided by the Contractor.

(b) For any claims related to Contractor's responsibilities under this Agreement, Contractor's insurance coverage shall be primary insurance with respect to the City and its respective board members, directors, officers, employees and agents. Any insurance or self-insurance maintained by the City, or their respective members, directors, officers, employees and agents, shall be excess of Contractor's insurance and shall not be contributory with Contractor's coverage.

(c) Any failure on the part of Contractor to comply with reporting provisions or other conditions of the policies, any breach of warranty, or any action or inaction of Contractor or others, shall not affect coverage provided to the City, and its respective board members, directors, officers, employees and agents.

(d) Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(e) To the extent allowed by law, and to the extent such endorsements are available without voiding primary coverage, each policy shall waive any right of subrogation against the City and/or, and its respective board members, directors, officers, employees and agents.

8.5 Miscellaneous Provisions With Respect to Contractor's Insurance Coverage.

(a) To the extent that Contractor engages any subcontractors for the Services to be performed under this Agreement, Contractor shall require each subcontractor to include the City and its respective board members, directors, officers, employees and agents, as additionally insured under such subcontractor's general liability and automobile liability insurance policies. Contractor shall have sole responsibility for determining the amount of coverage required to be obtained by subcontractors, which determination shall be made in accordance with requirements established by Contractor's insurance company.

(b) The procurement of required policies of insurance shall not be construed to limit Contractor's liability hereunder or to fulfill the indemnification provisions and requirements of this Agreement.

(c) Any deductibles or self-insured retentions for Contractor's liability insurance must be declared to and approved by the City.

(d) From time to time during the Term, the City may notify Contractor of changes to the City's

requirements with respect to insurance coverage, and Contractor shall promptly cause corresponding changes to be made in its coverages, to the extent commercially feasible. The City shall reimburse Contractor for additional costs arising from such changes.

(e) Except as otherwise provided in subparagraph (d), in no event shall the City be liable for payment of premiums or other amounts with respect to insurance coverage carried or required to be carried by Contractor or any Subcontractors.

(f) The insurance requirements set forth in this Article are not intended as, and shall not be deemed a basis for, a waiver of the City's sovereign immunity, or the sovereign immunity of any state agency or political subdivision named on the required insurance policies.

8.6 City's Right to Remedy Breach by Contractor. If Contractor fails to provide insurance as required herein, the City or its assignees will have the right, but not the obligation, to purchase such insurance after giving the Contractor thirty (30) days' notice to cure this default. In such event, the amount paid for such insurance will be credited against the next accruing payment or payments that otherwise would be made by the City to Contractor under this Agreement. To the extent the City incurs any damages (not including amounts paid for insurance coverage during the sixty (60) day period) within the above sixty (60) day period, which are directly and solely attributable to the Contractor failing to provide insurance as required herein, the amount of such damages will be credited against the next accruing payment or payments that otherwise would be made by the City to Contractor under this Agreement.

8.7 Financial Information and Status. Contractor shall promptly notify the City in writing of the occurrence of any material adverse change in the financial condition, business, prospects, affairs or operations of any Related Party or any of its properties or assets, or of the existence of any material impairment of the right or ability of the Contractor or any Related Party to carry on its operations as currently conducted. For purposes of this paragraph, Related Party ("Related Party"), shall mean any parent, subsidiary, affiliate, managing entity, partner, corporate, subcontractor, or other legal entity possessing an interest in the ownership and/or operation of the Contractor.

9.1 Default by Contractor.

(a) The occurrence of any one or more of the following events shall constitute an event of default by Contractor (including any Partner) under this Agreement (each such event being hereinafter referred as an "Event of Default"):

- (i) Failure of Contractor or any subcontractor to secure or maintain in place at all times during the Term of this Agreement any bond or any policy of insurance of the type and with the coverage herein required.
- (ii) Dishonesty, embezzlement, or false reporting of financial information by Contractor or its employees, agents, officers, subcontractors, or others under control of contractor; willing or knowing participation by Contractor in a fraud; failure of Contractor to promptly report in writing to the City the occurrence of any theft, fraud, dishonesty, embezzlement, false reporting or conversion by Contractor, its employees, agents, officers subcontractors, or others under control of Contractor or for whose actions Contractor is legally or contractually responsible.
- (iii) Failure of Contractor to promptly reimburse the City for any loss or damage to the

City or its property.

- (iv) Refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes and made or received by the Contractor in conjunction with this Agreement.
- (v) Conviction of any employee or affiliate of Contractor of a public entity crime, or placement of the names of Contractor or any employee, or affiliate of Contractor on the convicted vendor list established and maintained by the State of Florida Department of Management Services. For purposes of this subparagraph, the terms "affiliate", "convicted vendor list" and "public entity crime" shall have the meanings assigned by, Section 287.133, Florida Statutes as it may be modified, amended, replaced or substituted from time to time hereafter.
- (vi) Change in structure or ownership of the Contractor so that an interest of twenty-five (25) percent or more is owned or controlled by a foreign country, any political subdivision or agency of a foreign country, any business entity, which is incorporated in a foreign country and/or has its principal place of business in a foreign country or a foreign-born individual who is not naturalized US citizen.
- (vii) Unreasonable or unexcused delay or discontinuance by Contractor of the Services to be performed pursuant to this Agreement.
- (viii) To the extent allowed by law, filing by Contractor of a petition in bankruptcy or for reorganization or for an arrangement pursuant to any federal or state bankruptcy law or any similar federal or state law; adjudication of Contractor as a bankrupt or insolvent; assignment by Contractor for the benefit of creditors; admission in writing by Contractor of its inability to pay its debts generally as they become due; filing of a petition or answer proposing the adjudication of Contractor as bankrupt or insolvent pursuant to any federal or state bankruptcy law or similar federal or state law in any court, and failure of Contractor to discharge such petition or answer within ninety (90) days after the filing thereof.
- (ix) Appointment of a receiver, trustee or liquidator of Contractor, or of all or substantially all of its assets, in any proceeding, and failure of Contractor to cause such appointment to be canceled or discharged within ninety (90) days after such appointment, if the appointment was not requested by Contractor.
- (x) Failure by Contractor to satisfy or post bond with respect to any final judgment against it within ten (10) days of entry of the judgment.
- (xi) Attempt by Contractor to assign its rights or delegate its obligations in contravention of the terms of this Agreement, or execution by Contractor of a Subcontract in violation of the terms of this Agreement.
- (xii) Failure of Contractor to pay in full, as and when due, any amount that may be or become properly due and payable to the Internal Revenue Service, the Florida Department of Revenue, any employee pension or retirement plan, any Subcontractor or any other entity that furnishes goods, services, or personnel to aid or assist Contractor in performance of the Services. If Contractor, in good faith,

disputes the amount of a payment alleged to be due, or disputes whether or not a payment actually is due, Contractor may withhold the disputed payment from the alleged payee until Contractor and the alleged payee resolve the dispute through negotiation, litigation, or otherwise, but only so long as:

(A) Contractor continues performing the Services in the manner herein required during the resolution of the payment dispute, and there is no adverse impact on the services provided.

Upon request of the City, Contractor will advise the City of the status of any dispute over amounts allegedly due and payable by Contractor to a third party with whom a dispute exists as described herein.

- (xiii) Failure of Contractor to furnish information required under the terms of Article VIII hereof, as and when required.
- (xiv) The occurrence of any event or circumstance (whether in connection with the performance of the Services or otherwise) that causes the City to have reasonable concerns as to the ability (financial or otherwise) of Contractor or any Subcontractor to perform the Services in the manner herein required.
- (xv) Failure by Contractor to perform any component of the Services in a manner acceptable to the City in its reasonable discretion, or material failure by Contractor to otherwise perform its obligations under this Agreement or to substantially comply with any terms or provisions set forth herein, in the ITB, or in scope of services, as it may hereafter be amended, modified, or supplemented from time to time.

9.2 Event of Default by the City. The failure of the City to make payments to Contractor at the times and in the amounts required by this Agreement shall constitute an Event of Default by the City under this Agreement.

9.3 Rights of Non-Defaulting Party Upon Occurrence of Event of Default.

(a) If Contractor commits an Event of Default hereunder the City shall be entitled to exercise any or all of the following remedies, in addition to any or all other remedies or rights provided by law or equity to which the City may resort, cumulatively or in the alternative, and in addition to such other rights and remedies elsewhere set forth in this Agreement:

- (i) The City may terminate this Agreement and Contractor's rights hereunder by giving Contractor a notice of termination. On the fifteenth (15th) day following such termination notice, or on the date specified in such notice, if later, Contractor's rights hereunder shall terminate. To the extent that any duties, obligations, or liabilities of Contractor shall have accrued as of the effective date of termination, such duties, obligations, and liabilities shall survive the termination of this Agreement.
- (ii) The City may terminate some but not all of Contractor's rights hereunder by modifying the definition of Services to exclude therefrom those Services as to which the Event of Default has occurred. The City shall give Contractor notice of those Services to be terminated and, on the fifteenth (15th) day following such

termination notice, or on the date specified in such notice, if later, Contractor's obligation to perform such Services, and its rights to be paid for the performance thereof, shall terminate.

- (ii) If the Event of Default consists of a failure of Contractor to perform an obligation or duty in the manner or within the time required under the terms of this Agreement, the City may either perform such obligation or duty or retain another party to perform such obligation or duty, in either case offsetting the cost of such performance against the payments otherwise due by the City to Contractor under this Agreement.
- (iv) The City may collect from Contractor, or may offset against amounts due or to become due to Contractor under the provisions of this Agreement, all costs and expenses incurred by the City or damages or liabilities suffered by the City due to the occurrence of the Event of Default.
- (v) The City may bring any action at law or equity for emergency, provisional or temporary relief (including, without limitation, injunctive relief, attachment, or extraordinary writ) or may exercise self-help remedies or other efforts or attempts to minimize damage that would otherwise accrue as a result of the occurrence of Contractor's Event of Default.
- (vi) In the event the City determines that a material breach of this Agreement has occurred and that the public's health, safety, and/or welfare is now endangered, the City Council in a public hearing may order Contractor to immediately cease its operations. In that event, Contractor shall agree to cooperate completely with the City to affect the immediate takeover of its Services operations. Such a takeover shall be affected immediately or in no case later than 72-hours after the approval by the City Council of said action. These provisions are specifically stipulated and agreed to by both parties to be reasonable and necessary for the protection of the public's health, safety, and welfare, and any legal action, concerning the dispute of the City's determination that a material breach has occurred, shall be initiated and shall take place only after the emergency takeover of Services.
- (vii) Contractor understands and agrees that the failure on the part of the Contractor to cooperate fully with the City to effect a safe and smooth transfer of Services operations during an emergency as set out in Paragraph 9.3 (vii) shall not itself constitute a material breach of this Agreement, even if it is later determined that the original material breach declaration was initiated erroneously by the City Council.

(b) Notwithstanding anything in the ITB to the contrary, the parties have not agreed upon or established a measure of liquidated damages in the event of an occurrence of an Event of Default by the Contractor hereunder.

9.4 Default Notice: Remedies.

(a) If an Event of Default occurs hereunder, as a condition precedent to exercising any other rights or remedies as a result of such Event of Default, the party claiming an Event of Default has occurred

shall send written notice to the other party, specifying the circumstances constituting the default (referred hereinafter as the "Default Notice").

(b) Notwithstanding anything herein to the contrary, the City may seek or pursue any and all remedies available to it, immediately and without providing any curative rights or periods or, if an Event of Default is:

- (i) An Event of Default of a type or nature described in Paragraph 9.1(a)(1); 9.1(a)(vi); 9.1(a)(vii); 9.1(a)(viii); 9.1(a)(ix); 9.1(a)(xi); 9.1(a)(xii); 9.1(a)(xiv); or 9.1(a)(xv);
 - (ii) An Event of Default of a nature, which endangers the public health or welfare and which requires prompt or immediate remedies or relief;
 - (iii) An Event of Default that is not of a type or nature that renders it susceptible to a meaningful or prompt cure;
 - (iv) An Event of Default of a monetary nature, if the amount in controversy exceeds \$100,000.00;
 - (v) An Event of Default that involves alleged fraud or theft or failure to account for funds;
 - (vi) An Event of Default of a type that would cause the City, or the public to suffer significant or incurable harm or damage if a curative opportunity were granted, or if a speedy resolution is otherwise critical in the City's reasonable opinion.
- (c) Except with respect to the Events of Default identified in subparagraph 9.4(b) or as otherwise provided in subparagraph 9.4(b), if an Event of Default occurs and if either: the defaulting party has not commenced efforts to cure the Event of Default on or before ten (10) days after receipt of Default Notice; or if the defaulting party does not diligently prosecute its efforts to accomplish a cure; or if the defaulting party fails to complete a cure on or before thirty days (30) after receipt of the Default Notice (or such longer or shorter period of time as shall be reasonably required to cure the Event of Default), then the non-defaulting party shall be entitled to attempt to resolve the dispute at a settlement conference in accordance with the provisions of Paragraph 9.5.

9.5 Settlement Conference. If required under the terms of Paragraph 9.4, and if the party who allegedly is in default has not cured the event of default on or within ten (10) days after the initial delivery of the default notice, the parties shall schedule and attend a settlement conference to seek resolution of the dispute. Both parties shall endeavor in good faith to seek a reasonable and equitable resolution of the dispute during such settlement conference.

9.6 Cooperation. Each party shall diligently cooperate with the other in an effort to resolve disputes in the most fair and amicable manner possible, and shall perform such acts as may be necessary to obtain a prompt and expeditious resolution of the dispute.

9.7 Continuing Performance. Following the occurrence of any event of default or alleged event of default, and continuing during any resulting legal proceedings, each party shall continue to perform its duties and obligations under this Agreement unless otherwise specified in this Agreement, unless otherwise agreed or otherwise directed by a court of competent jurisdiction.

10.1 Obligations. Immediately upon expiration or termination of this Agreement, whether at the expiration of the Term or otherwise, the parties shall do the following:

(a) Promptly upon termination, Contractor shall submit to the City detailed information relating to each subcontractor and employee of Contractor performing work under this Agreement. This information shall be in sufficient detail so that (i) the City will have the ability to contact each Subcontractor and employee; (ii) the City can easily determine the role or function of each in regard to Contractor's obligations hereunder; and (iii) if it so elects, the City may engage each Subcontractor or employee on substantially the same terms as each had been contracted by Contractor.

(b) Within ten (10) days after Contractor's submission to the City of the information described in subparagraph (a), the City shall notify Contractor, in writing, of each Subcontract (including vending contracts) and employment agreement with respect to which the City has or intends to exercise its right to succeed Contractor.

(c) Within fifteen (15) days after Contractor's submission to the City of the information described in subparagraph (a), Contractor shall cancel or terminate all Subcontracts and employment agreements except those specified in the notice from the City to Contractor as being agreements that it intends to assume.

(d) Contractor shall use its best efforts to cancel or minimize any outstanding Subcontracts and employment commitments or agreements that the City does not intend to assume. Contractor shall initiate settlement of all outstanding liabilities and claims arising out of the commitments or agreements to be canceled. Contractor shall provide the City with an opportunity to review and approve all settlements contemplated with respect to any Subcontract or employee commitment or agreement, so that the City will have (if it so elects) a meaningful opportunity to assume outstanding Subcontracts and employee commitments or agreements. Any settlement shall be subject to approval by the City.

10.2 Assignment. Contractor shall incorporate a provision in all Subcontracts that provide for assignment to the City (at the City's election), as more particularly required by Paragraph 5.2 of this Agreement. Notwithstanding the incorporation of such provisions, at the request of the City, Contractor shall notify the subcontractor of its consent to the assignment of the Subcontract and execute an instrument assigning to the City in writing all of Contractor's rights, title, and interest under any subcontracts that the City desires to assume. At the sole discretion of the City, the City may settle all claims arising out of the cancellation of the Subcontracts.

10.3 Continuing Liability. Termination of this Agreement or any portion thereof, shall not relieve Contractor of its responsibilities relating any completed portions of the Services, nor shall it relieve Contractor's surety, if any, of its obligation for and concerning any claims arising out of the work performed.

10.4 Completion of the Services. If Contractor commits an Event of Default hereunder, the City may enter into an agreement with others for the performance of the Services under the Agreement or may use other methods which, in the opinion of the City, are required for the performance of the Services in an acceptable manner. To the extent that an Event of Default involves an employee(s) that Contractor has agreed to provide the City failing to show for work at the designated start time of the work day, the City shall immediately notify the Contractor by the most expeditious means and the City agrees to give the Contractor up to four (4) hours from the designated start of the work day to provide alternative employees to the City before the City seeks the services of others to provide alternative employees.

11.1 Status of Contractor. Contractor represents to the City that AUE Staffing, Inc., is a corporation duly created under the laws of Florida and qualified to transact business in Florida; and that Contractor possesses all permits and licenses necessary under applicable laws to authorize it to perform the Services. These licenses include a certificate of authority in good standing from Florida Department of State, Division of Corporations.

12.1 Compliance with Tax Laws. The parties intend that the provisions of this Agreement shall comply in all respects with the requirements for management or service contracts promulgated by the Internal Revenue Service in Revenue Procedure 93-19, 1993 C.B. 526 ("93-19"). If the City (in its sole and absolute discretion) determines that any statute, regulation, ruling, announcement, notice, judicial decision, or other matter is enacted, promulgated, issued, released, published, or decided after the publication date of 93-19, which overrules, supersedes, or is inconsistent with 93-19 (a "Subsequent Ruling") and which causes the Agreement to violate the Subsequent Ruling, or if the City (in its sole and absolute discretion) determines that the Agreement does not comply with 93-19 or such Subsequent Ruling, a "Tax Condition" shall be deemed to have occurred. Upon the occurrence of a Tax Condition, the City, and Contractor shall, in good faith, negotiate modifications to this Agreement that would cure the Tax Condition. If the City and Contractor fail to agree to modifications within twenty (20) days after the occurrence of a Tax Condition, the City shall have the sole right to modify this Agreement in any manner that is minimally and reasonably necessary to comply with 93-19 or the Subsequent Ruling, and such modification shall be retroactive to the date The City determines is required to cause the City and this Agreement to comply with 93-19 and the Subsequent Ruling.

12.2 Waiver. This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the parties hereto. No failure by either party to insist upon the strict performance of any covenant, duty, agreement, or condition set forth in this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term, or condition. Any party hereto, by notice, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party hereto. No waiver shall affect or alter this Agreement, but each and every covenant, agreement, term, and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

12.3 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the City and its successors, permitted assigns, and legal representatives, and shall be binding upon and inure to the benefit of Contractor and its permitted successors, assigns and legal representatives. In the event of any assignment of this Agreement in whole or in part by the City, the term "City" as used in this Agreement shall be deemed to mean the assignee of the City, and as such, the assignee shall have all rights accorded to the City.

12.4 Designation of Representatives; Cooperation with Representatives.

(a) The City and Contractor shall each designate an individual (or individuals) who shall be authorized to make decisions and bind the parties on matters relating to the effectuation of this Agreement and the services to be provided hereunder. The designated individuals shall not have the right to make decisions inconsistent with the Agreement, or make amendments thereto or take any action or make any decisions that are not allowed under applicable law. Designations of representatives may be changed by a subsequent writing delivered to the other party. The parties may also designate technical representatives who shall be authorized to investigate and report on matters relating to the Services and negotiate on

behalf of each of the parties but who are not authorized to bind the City or Contractor.

(b) Contractor shall cooperate with the City and all representatives of the City. Contractor shall provide such data, reports, certifications, and other documents or assistance reasonably requested by the City. The provision of such information shall not in any manner diminish Contractor's rights or obligations under any other provision hereof.

12.5 Gratuities. Neither Contractor nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the City gifts, entertainment, payments, loans, or other gratuities. Contractor acknowledges knowledge of the State of Florida's ethics statutes and, to the extent applicable to the Contractor, Contractor agrees to abide with such statutes.

12.6 Conflict of Interest. Contractor hereby certifies that it will completely disclose to the City all facts bearing upon any possible conflicts, direct or indirect, with its performance that it believes any officer, employee, or agent of the Contractor now has or will have. Said disclosure shall be made by the Contractor contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to Contractor. Contractor at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the City.

12.7 Survival. All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, and shall survive the termination of this Agreement.

12.8 Accounting Records, Reports, and Practices.

(a) Contractor shall establish internal financial control practices and maintain accounting records which are accordance with generally accepted standards in the industry and the terms and conditions of this Agreement.

(b) Contractor agrees to provide copies of all forms to be used and notice of all accounting methods, internal controls, and procedures to be used in its reports to the City and when possible adopt methods, controls, and procedures that are compatible with existing methods, controls, and procedures used by the City.

(c) The City shall have unlimited access to all accounting records and supporting documentation during the terms of this Agreement and for a period of five (5) years thereafter. However, the City's right to access shall be exercised following reasonable notice to Contractor. Supporting documentation shall include but is not limited to contracts, leases, vouchers, checks, invoices, receipts, and all other documents relating to any matter, which is the subject of this Contract.

(d) Contractor will submit to the City from time to time such financial reports of its Service operations in a form and format as maybe required by and agreed to by the parties.

12.9 Permits, Licenses, Etc. Throughout the Term, Contractor shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by Contractor; shall pay all charges, fees and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to the City upon request.

12.10 Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of Florida and the parties stipulate that venue for any actions relating to this Agreement shall be Volusia County, Florida.

12.11 Public Records Disclosure. Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the City may, without prejudice to any right or remedy and after giving the Contractor and its surety, if any, seven (7) days written notice, during which period Contractor still fails to allow access to such documents, terminate the employment of the Contractor. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable termination expenses incurred by the City may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

12.12 Interpretation. (a) For purposes of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(b) If Contractor discovers any material discrepancy, deficiency, ambiguity, error or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of this Agreement, Contractor may immediately notify the City and request clarification of the City's interpretation of this Agreement.

(c) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one Party may have drafted or prepared any or all of the terms and provisions hereof.

12.13 Severability. The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

12.14 Computation of Periods. References to "days" contained herein shall mean calendar days unless otherwise specified provided that if the date to perform any act or give any notice specified herein (including the last date for performance or provision of notice "within" a specified time period) falls on a Saturday, Sunday or legal holiday, such act or notice may be timely performed on the next succeeding day that is not a Saturday, Sunday or legal holiday. Notwithstanding the foregoing, requirements relating to emergencies and other requirements for which it is clear that the intent is to require performance on a non-business day, shall be required to be performed as specified, even though the date in question may fall on a weekend or legal holiday.

12.15 Headings. The captions of the sections of this Agreement are for convenience only and shall not be deemed part of this Agreement or considered in construing this Agreement.

12.16 Compliance with Laws. Contractor shall keep fully informed regarding, and shall fully and timely comply with, all Current Laws and Future Laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, Contractor shall observe all rules and regulations of federal, state, and local health officials. Contractor shall not require any worker to work in surroundings or conditions that are unsanitary, hazardous, or dangerous to his or her health or safety.

12.17 Audits, Inspections and Testing. Contractor shall permit (at reasonable times) audits, inspections, and testing desired by the City relating to any matter, which is the subject of this Agreement. Such audits, inspections, and testing shall not relieve Contractor of any of its obligations under this Agreement.

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

12.19 Entire Agreement. This Agreement, including the Exhibits attached hereto, together with the ITB and Contractor's Proposal constitutes the entire and integrated agreement between the parties hereto and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings and agreements, whether written or oral, with respect to the subject matter hereof.

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

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Port Orange signing by its Mayor, authorized to execute this Agreement and AUE Staffing, Inc. signing by and through its Vice President of Operations, duly authorized to execute same.

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor

Date: _____

ATTEST: City Clerk

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

AUE Staffing, Inc.

By: _____
Terry Wiseman, Vice President of Operations

Date: _____

(Corporate Seal)

EXHIBIT 1



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"ATTACHMENT 1" SCHEDULE OF UNIT PRICING

BID FORM

CITY OF PORT ORANGE

ITB # 19-32

TEMPORARY EMPLOYEE AND EMPLOYEE LEASING SERVICES

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

Instruction to save Attachment from DemandStar website:

Perform "File Save As" and save spreadsheet to your computer. Fill in pricing in highlighted cells, preferably electronically.

Bidders are required to complete all fields shaded in green. Column F will be automatically calculated.

NAME OF BUSINESS:	AUE Staffing, Inc.
CONTACT PERSON:	Terry Wiseman
EMAIL ADDRESS:	TW@manPOWERstaffing.com
AUTHORIZED SIGNATURE:	

City of Port Orange Job Classification	City Pay Grade	Workers Comp Code	City Employee Rate of Pay	Employment Services Markup % per All ITB 19-32 Specifications	Employee Rate of Pay
Courier	11	8380	\$10.33	33.00%	\$13.74
Custodian	11	9015	\$10.33	31.00%	\$13.53
Program Leader	11	9102	\$10.33	31.00%	\$13.53
Summer Asst Site Supervisor	11	9102	\$10.33	33.00%	\$13.74
Water Meter Repairman	11	7520	\$10.33	N/A	N/A
Staff Assistant	12	8810	\$11.05	29.88%	\$14.35
Summer Site Supervisor	12	9102	\$11.05	33.00%	\$14.70
Customer Service Representative	13	8810	\$11.82	29.88%	\$15.35
Maintenance Worker	13	9102	\$11.82	N/A	N/A
Records Clerk	13	8810	\$11.82	29.88%	\$15.35
Administrative Assistant	14	8810	\$12.66	29.88%	\$16.44
Assistant Plant Mechanic	14	7520	\$12.66	N/A	N/A
Athletic Field & Facility Technician	14	9102	\$12.66	N/A	N/A
Equipment Operator	14	5509	\$12.66	N/A	N/A
Facilities Maintenance Technician	14	9015	\$12.66	N/A	N/A
Generator Technician	14	8380	\$12.66	N/A	N/A
Permit Licensing Technician	14	8810	\$12.66	29.88%	\$16.44
Records Management Coordinator	14	8810	\$12.66	29.88%	\$16.44
Storekeeper	14	8810	\$12.66	29.88%	\$16.44
Utility Accounts Clerk	14	8810	\$12.66	29.88%	\$16.44
Utility Systems Operator	14	7520	\$12.66	N/A	N/A
Accounting Technician	15	8810	\$13.55	29.88%	\$17.60
Animal Control Officer	15	8831	\$13.55	N/A	N/A
Automotive Mechanic I	15	8380	\$13.55	N/A	N/A
Community Service Officer	15	7720	\$13.55	N/A	N/A
Crew Chief	15	9102	\$13.55	N/A	N/A
Fleet Service Writer	15	8380	\$13.55	N/A	N/A
Heavy Equipment Operator	15	5509	\$13.55	N/A	N/A
Lift Station Mechanic	15	7580	\$13.55	N/A	N/A
PAL Director	15	7720	\$13.55	33.00%	\$18.02
Plant Mechanic	15	7520	\$13.55	N/A	N/A
Program Specialist	15	9102	\$13.55	33.00%	\$18.02
Summer Playground Supervisor	15	9102	\$13.55	33.00%	\$18.02
Utility Accounts Specialist	15	8810	\$13.55	29.88%	\$17.60
Utility Line Locator	15	7520	\$13.55	N/A	N/A
Victim Advocate	15	7720	\$13.55	N/A	N/A
Automotive Mechanic II	16	8380	\$14.49	N/A	N/A

City of Port Orange Job Classification	City Pay Grade	Workers Comp Code	City Employee Rate of Pay	Employment Services Markup % per All Specifications %	Employee Rate of Pay
Evidence Technician	16	7720	\$14.19	33.00%	\$18.87
Quartermaster	16	8810	\$14.19	29.88%	\$18.43
Senior Permit Licensing Technician	16	8810	\$14.19	29.88%	\$18.43
Senior Utility Line Locator	16	7520	\$14.19	N/A	N/A
Assistant City Clerk	17	8810	\$15.51	29.88%	\$20.14
Code Enforcement Officer	17	7720	\$15.51	31.00%	\$20.32
Customer Service Supervisor	17	8810	\$15.51	29.88%	\$20.14
Helpdesk Specialist	17	8810	\$15.51	29.88%	\$20.14
Human Resources Assistant	17	8810	\$15.51	29.88%	\$20.14
Senior Administrative Assistant	17	8810	\$15.51	29.88%	\$20.14

EXHIBIT 1



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Treatment Plant Operator	17	7520	\$15.51	33.00%	\$20.63
Utility Accounts Supervisor	17	8810	\$15.51	29.88%	\$20.14
Victim Advocate Coordinator	17	7720	\$15.51	31.00%	\$20.32
Buyer	18	8810	\$16.60	29.88%	\$21.56
Chief Lift Station Mechanic	18	7580	\$16.60	N/A	N/A
Chief Plant Mechanic	18	7520	\$16.60	N/A	N/A
Crime Analyst	18	8810	\$16.60	29.88%	\$21.56
Drainage Supervisor	18	5509	\$16.60	N/A	N/A
Executive Assistant to City Manager/Off	18	8810	\$16.60	29.88%	\$21.56
Facilities Maintenance Supervisor	18	9015	\$16.60	N/A	N/A
Field Operations Supervisor	18	7520	\$16.60	N/A	N/A
Grounds Maintenance Supervisor	18	5509	\$16.60	N/A	N/A
Information Technology Specialist	18	8810	\$16.60	29.88%	\$21.56
Instrument Control Technician	18	7580	\$16.60	N/A	N/A
Laboratory Technician	18	7520	\$16.60	33.00%	\$22.08
Meter Services Supervisor	18	7520	\$16.60	N/A	N/A
Parks Supervisor	18	9102	\$16.60	33.00%	\$22.08
Plant Maintenance Electrician	18	7580	\$16.60	33.00%	\$22.08
Records Supervisor	18	8810	\$16.60	29.88%	\$21.56
Recreation Coordinator-Athletics	18	9102	\$16.60	33.00%	\$22.08
Recreation Coordinator-Special Events	18	9102	\$16.60	33.00%	\$22.08
Reserve Police Officer	18	7720	\$16.60	N/A	N/A
Roads & Streets Supervisor	18	5509	\$16.60	N/A	N/A
Shift Supervisor	18	7580	\$16.60	N/A	N/A
Special Events Coordinator	18	9102	\$16.60	33.00%	\$22.08
Accountant I	19	8810	\$17.76	29.88%	\$23.07
Administrative Supervisor	19	8810	\$17.76	29.88%	\$23.07
Assistant Laboratory Manager	19	7520	\$17.76	33.00%	\$23.62
Building Permit Coordinator	19	8810	\$17.76	29.88%	\$23.07

City of Port Orange Job Classification	City Pay Grade	Workers Comp Code	City Employee Rate of Pay	Employment Services Markup % per All Specifications	Employee Rate of Pay
Construction Inspector	19	9410	\$17.76	31.00%	\$23.27
Development Review Technician	19	8810	\$17.76	29.88%	\$23.07
Emergency Management/Public Education	19	8810	\$17.76	29.88%	\$23.07
Engineering Inspector	19	9410	\$17.76	31.00%	\$23.27
Forester	19	9102	\$17.76	N/A	N/A
Geographic Information System Technician	19	8810	\$17.76	29.88%	\$23.07
Human Resources Administrator	19	8810	\$17.76	29.88%	\$23.07
Paralegal	19	8810	\$17.76	29.88%	\$23.07
Police Accreditation Manager	19	8810	\$17.76	29.88%	\$23.07
Purchasing Agent	19	8810	\$17.76	29.88%	\$23.07
Recreation Supervisor Special Events	19	9102	\$17.76	33.00%	\$23.62
Recreation Supervisor-Athletics	19	9102	\$17.76	33.00%	\$23.62
Right of Way Agent	19	9410	\$17.76	33.00%	\$23.62
Utility Inspector	19	9410	\$17.76	33.00%	\$23.62
Accountant II	20	8810	\$19.00	29.88%	\$24.68
Applications Administrator	20	8810	\$19.00	29.88%	\$24.68
Building Inspector	20	9410	\$19.00	33.00%	\$25.27
Capital Improvement/Revenue Coordinator	20	8810	\$19.00	29.88%	\$24.68
Code Enforcement Manager	20	7720	\$19.00	33.00%	\$25.27
Engineering Specialist	20	9410	\$19.00	N/A	N/A
Financial Budget Analyst	20	8810	\$19.00	29.88%	\$24.68
Fleet Manager	20	8380	\$19.00	29.88%	\$24.68
Grant/Contract Accountant	20	8810	\$19.00	29.88%	\$24.68

Markup % for TEMPORARY Positions not listed Per All Specifications:	33.00%
Markup % for LEASED Positions not listed Per All Specifications:	21.98%

This document must be completed and returned with your Submittal.

PERSONNEL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2020 by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **ROBERT HALF INTERNATIONAL, INC. DOING BUSINESS THROUGH ITS DIVISION ACOUNTEMPs** ("Contractor"), a Delaware corporation authorized to transact business in the State of Florida, whose principal address is 2884 Sand Hill Road, Menlo Park, California 94025 and whose Federal Identification Number is 94-1648752. The City and Contractor are collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the _____, _____, is authorized to contract for personnel services for; and

WHEREAS, on October 28, 2019, the City issued an Invitation to BID ("ITB") for Temporary Employee and Employee Leasing ("ITB 19-32"), together with all exhibits, attachments, addenda, and amendments thereto, and

WHEREAS, in response to the ITB, various vendors submitted proposals to provide Temporary Employee and Employee Leasing Services; and

WHEREAS, Contractor submitted to City its Proposal (hereinafter referred to as "Contractor's Proposal") in response to the ITB; and

WHEREAS, the City has selected Contractor to provide the personnel services all in accordance with the terms and conditions set forth herein; and

WHEREAS, the City and Contractor have agreed to execute this Agreement for purposes of setting forth the terms and conditions of the agreement of the parties and

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable considerations, the receipt and adequacy of which are hereby mutually acknowledged, the parties agree as follows:

1.1. Purpose: Incorporation of ITB and Contractor's Proposal.

(a) The ITB, together with this Agreement, set forth the terms and conditions for the provision of Temporary Employee and Leasing Services for the City; for the consideration to be paid by City to Contractor as compensation for the provision of Temporary Employee and Leasing Services; and, for certain other ancillary matters more particularly set forth herein or in the ITB.

(b) All terms and provisions of the ITB and the Contractor's Proposal (both on file with the City Clerk), and Contractor's Schedule of Unit Pricing which is attached hereto as Exhibit "1", are incorporated by reference in this Agreement as though fully set forth herein. Whenever possible, the provisions specifically set forth in this Agreement and those set forth in the ITB shall be construed to supplement each other, so as to give effect and meaning to all terms and provisions. If there is a conflict between any terms of the ITB and terms specifically set forth herein then, unless otherwise specifically provided herein or in the ITB, the terms of this Agreement shall prevail and take precedence over the terms of the ITB to the extent necessary to resolve such conflict.

(c) The Contractor's Proposal shall be construed to supplement the provisions of this Agreement and the ITB and shall be the determinative document with respect to consideration to be paid by the City. In no event shall the Contractor's Proposal be deemed to alter or modify the terms or provisions of the Agreement, the Scope of Services or the ITB. In the event of any conflict among the terms of the Contractor's Proposal and the Agreement, the ITB, or the Scope of Services, the terms of the Agreement, the ITB or the Scope of Services, as the case may be, shall prevail over the terms of the Contractors Proposal.

1.2 Definitions. All capitalized terms used herein shall have the meanings assigned to them in this Agreement, as supplemented and modified by the ITB; to the extent there is no conflict. Any capitalized terms used herein and not defined herein shall have such meanings as may be assigned to them in the ITB.

1.3 Contractor.

(a) From time to time in this Agreement, the term "Contractor" shall be deemed to refer to Robert Half International, Inc. doing business through its division Accountemps. From time to time in this Agreement, the term "Partner" or "Partners" may be used to refer to any proposed joint venture.

(b) This Agreement shall be liberally interpreted and construed so as to give effect to the intent of parties, which is that, unless this Agreement shall otherwise specifically so provide, all duties, obligations, and liabilities imposed upon Contractor, and all terms and provisions of this Agreement applicable to Contractor, shall in all events (and at all times hereafter, notwithstanding any assignment of this Agreement) apply to Contractor.

(c) Any assignment of this Agreement that is permitted under the terms hereof, or to which the City may otherwise consent, shall not release or discharge the Contractor from any duties or liabilities hereunder unless the City shall, in its sole and absolute discretion, otherwise agree in writing.

1.4 Current Laws; Future Laws.

(a) For purposes of this Agreement, the term "Current Laws" shall be broadly construed to mean and refer to all federal, state, and local laws, ordinances, regulations, and orders, and decrees of bodies, public authorities, or tribunals having any jurisdiction or authority over the parties or any matters relating to this Agreement, to the extent that the foregoing are in effect as of the Effective Date hereof.

(b) For purposes of this Agreement, the term "Future Laws" shall be broadly construed to mean and refer to all amendments, modifications, substitutions, and replacements of Current Laws, together with all federal, state, and local laws, ordinances, regulations, orders, and decrees of bodies, public authorities or tribunals having any jurisdiction or authority over the parties or any matters relating to this Agreement, to the extent that the foregoing may be controlling for this Agreement, and passed, entered, or enacted subsequent to the Effective Date hereof.

2.1 Scope of Services.

(a) Except as otherwise provided in Paragraph 2.4 or elsewhere in this Agreement, throughout the Term of this Agreement, Contractor shall provide, at its sole cost and expense, all labor and administrative support, necessary to perform the services described in the ITB ("Services"). Contractor shall

further comply with all terms and provisions of this Agreement.

(b) Contractor shall perform the Services in accordance with all applicable State and Federal laws, rules, regulations, and City of Port Orange ordinances and in accordance with applicable City guidelines, procedures, and policies and/or regulations.

2.2 Cooperation with Other Contractors.

(a) Contractor shall fully cooperate with the City and it shall diligently endeavor to perform its Services in a manner that will promote integration, synergism, and efficiency among Contractor, the City, and the other contractors for the City. Contractor shall not commit nor permit any action on the part of its employees or agents that might unreasonably interfere with the performance of work by any other contractor of the City.

(b) If Contractor asserts that other contractors have hindered or interfered with the progress or performance of the Services, the City shall use diligent, good faith efforts to aid in resolution of the conflict between Contractor and such other contractors. In such circumstances, Contractor's sole remedy for hindrance or interference caused by such other contractors shall be to seek legal recourse against such other contractors, and the City shall have no liability on account of such hindrance or interference.

2.3 Services Performed. The Services to be performed by Contractor shall be performed within or with respect to the City of Port Orange.

2.4 Termination for Convenience of City.

(a) The City shall have the right, at any time during the term of this Agreement, and for any reason whatsoever in the City's sole discretion, to terminate this Agreement with respect to all or any portion of the Services (such total or partial termination being referred to hereinafter as a "Termination for Convenience"). The City may exercise its right of Termination for Convenience by furnishing to Contractor written notice of its election to do so, which notice shall specify the Services that the City has elected to remove from the scope of this Agreement. The Termination for Convenience as to such Services shall be effective thirty (30) days following the date of the receipt of such notice by the Contractor. In that event, all references herein or in the ITB to "Services" shall be deemed to refer only to those operation and management tasks that continue to be required to be performed by Contractor hereunder.

(b) As of the date upon which a Termination for Convenience is effective, the City shall reduce the Contract Amount so as to omit payment for those elements of work and Services as to which the City exercised its right of Termination for Convenience; provided, however, such reduction shall be in accordance with the provisions of Paragraph 6.1 of this Agreement.

(c) In no event shall a Termination for Convenience be deemed a default by the City under this Agreement or the ITB, and a Termination for Convenience shall not subject the City to any penalty, claim for damages, liquidated damages, or any other claim of any type by Contractor.

2.5 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.

2.6 Ownership of Documents, Inventions and Copyrights.

(a) The City is and shall be and remain the sole owner of all rights including copyrights, trademarks, patent rights, and other intellectual property rights, with regard to any and all reports, plans, documents, software, data, and items developed with respect to the performance of this Agreement. Contractor may not use such materials in any way, other than in performance of its Services under the terms of this Agreement, without the prior written consent of City, which may be granted or denied in the City's sole discretion. If the City consents to use of any materials or rights described in this subparagraph by Contractor, Contractor may use such materials or rights in a manner consistent with such consent, but such use shall be at Contractor's sole risk and without representation or warranty of the City.

(b) As permitted by the Florida Statutes, information generated in connection with this Agreement shall be the property of the City. Contractor shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of its duties hereunder, without the City's prior written consent, which may be withheld or granted in the sole discretion of the City.

2.7 Applicable Laws and Regulations. Contractor shall perform the Services in compliance with the standards and requirements set forth herein in the scope and services, applicable laws, rules, statutes, ordinances, regulations, and good business practices.

3.1 Term of Agreement

(a) Except as otherwise stated herein, the term of this Agreement shall be for a period of three (3) years (referred to hereinafter as the "Initial Term"), measured from the Effective Date (as defined in this Article III) unless sooner terminated. This Agreement shall be automatically extended at the end of the Initial Term for two (2) one-year periods, unless either Party notifies the other, in writing, at least thirty (30) days prior to the end of the term then in effect. Annual renewals shall be subject to review and approval by the City Manager.

(b) The parties understand and agree that at the expiration of this Agreement or any extension thereto, the City shall in no way be further obligated to Contractor and shall not be impaired from negotiating with and contracting with any other publicly or privately-owned entity wishing to offer Services to the City.

(c) In the event this Agreement is not extended or otherwise renewed, the Contractor shall surrender possession of all the City property immediately upon its expiration and remove all other personal property, Contractor, its directors, officers, employees, agents and/or subcontractors from the City of Port Orange no later than five (5) days following the Agreement's expiration.

(d) Pursuant to the requirements of Florida Law and the City of Port Orange Code of Ordinances, the City's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the City Council.

3.2 Effective Date. The effective date, upon which Contractor shall commence performing the Services and upon which date the Term shall commence, shall be the date designated by the City in a written notice to proceed.

4.1 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.

4.2 Relationship Between City and Contractor.

(a) Contractor is intended to be and shall be an independent contractor of the City in performance of its duties hereunder, and nothing shall be construed as creating any relationship other than that of owner and independent contractor, nor shall there be deemed to exist any relationship whatsoever between the City and contractor's employees. The personnel who assist Contractor in the performance of Services under this Agreement shall at all times be employees of Contractor and not employees of The City. Contractor shall pay all wages, salaries, and other amounts due to its employees in performance of the duties set forth in this Agreement and shall be responsible for all reports and obligations respecting such employees, including but not limited to Social Security tax, income tax withholding, unemployment compensation, worker's compensation, employee benefits, and similar matters.

(b) Contractor shall be solely responsible for all civil liability due to negligent acts of omissions of its employees or agents resulting in accidents, injuries, or death to persons or property damage during its management and delivery of Services. All personal property of the Contractor utilized in the performance of Services shall be at the sole risk of the Contractor, including, without limitation, risks arising from any environmental damage or liability, theft or vandalism.

(c) The City shall be a third-party beneficiary to the Contractor's contracts for the delivery of Services with any provider or Subcontractor and in the event terms of those contracts shall conflict with any terms and conditions in this Agreement, the terms and conditions in this Agreement shall prevail.

4.3 Removal. Promptly upon written request of the City, Contractor shall remove from activities associated with or related to the performance of this Agreement any employee whom the City considers (for any reason not prohibited by law, in the City's sole discretion) unsuitable for such work. Such employee shall not be reassigned to perform any work relating to the Services except with the express written consent of the City. No compensation in any form shall be paid to Contractor by the City in consideration for the right of removal described in this paragraph or in consideration of the exercise thereof.

4.4 Drug-Free Workplace Requirements. Throughout the Term, Contractor shall provide a drug-free workplace by establishing a drug-free workplace and program in compliance with the ITB and City policy.

4.5 Compliance With Workplace Laws.

(a) Throughout the Term, while performing under this Agreement, Contractor, its agents, employees, and subcontractors shall observe and fully comply with all Current Laws and Future Laws that pertain to workplace safety, labor, or employment. Without limiting the generality of the foregoing, Contractor shall comply in all respects with the Americans With Disabilities Act of 1990, codified at 42 U.S.C. Section 12101 et seq., as it may be modified or amended from time to time hereafter, together with

all regulations promulgated from time to time thereunder.

(b) Contractor shall prominently post and publish all employment notices and Information required to be published by any applicable law, rule, regulation, or ordinance from time to time in effect, for review and consideration by its employees.

(c) Contractor, its agents and subcontractors shall provide to their respective employees a work environment free of harassment, and shall make all reasonable accommodations on behalf of employees that may be required by applicable laws and regulations from time to time in effect.

(d) Contractor acknowledges that its employees, agents, Subcontractors, and the employees and agents of Contractor's subcontractors and their agents, are not employees or agents of the City and that Contractor will not be acting as the City's agent or on its behalf for purposes of complying with laws and regulations pertaining to workplace safety, labor, or employment.

(e) To that end, Contractor shall defend, indemnify and hold harmless the City from any damages, claims, costs, or liabilities resulting from a violation or breach attributable solely to Contractor, its agents, employees, or subcontractors of any of the representations or undertakings in this Paragraph 4. This indemnification specifically includes, but is not limited to, court costs and attorneys' fees incurred by the City as a result of Contractor's violation or breach.

4.6 Contract Administrator. The City may designate a member of its staff pursuant to Paragraph 12.4 to act on behalf of the City as the Contract Administrator for administering this Agreement, with the exception of items, which would require City Council approval. The staff designee shall initially be as follows:

Jamie Miller, PHR
Administrative Services Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5562
E-Mail: jmiller@port-orange.org

The City's Contract Administrator shall:

(a) Serve as the liaison between Contractor and the City on all matters relating to this Agreement.

(b) Shall be responsible for ensuring that any information supplied by Contractor is properly distributed to the City management personnel, and appropriate staff.

(c) Shall be responsible for the day to day monitoring and assessment of the quality of Services provided by Contractor under the terms and conditions of this Agreement.

(d) Coordinate the contract with other City staff that may be designated to assist in carrying out the functions and Services under this Agreement.

4.7 Notices.

(a) All Notices required or to be given hereunder shall be in writing and shall be deemed to have been properly given on the third day after being deposited in the United States mail, with adequate

postage, and sent by registered or certified mail with return receipt requested, to the appropriate party at the addresses set out below, or when delivered after being deposited with a nationally recognized overnight courier such as Federal Express, Express Mail, or other overnight delivery service for next-day delivery:

TO THE City:

Jamie Miller, PHR, Administrative Services Director
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5562

With a copy to:

Shannon Balmer, Assistant City Attorney
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5525

TO THE CONTRACTOR:

Robert Half International, Inc. doing business through
its divisions Accountemps
Harold M. Messmer, Jr., CEO and Director
2884 Sand Hill Road
Menlo Park, California 94025
(407) 804-1615 – Telephone
E-Mail: heather.fontainewagner@accountemps.com

(b) Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior written notice of the address change.

4.8 Equal Employment Opportunity.

(a) Contractor shall ensure equal employment opportunity without regard to race, color, national origin, sex, age, religion, or disability and ensure that no distinctions are made among persons, and no decisions are made regarding individuals, on the basis of race, color, religion, age, gender, disability, or national origin.

(b) Throughout the Term, Contractor shall strictly comply with all applicable provisions of Title VI of the Civil Rights Act of 1964. Contractor maintains an Equal Employment Opportunity Policy, a Discrimination, Harassment and Retaliation Policy and an Open Door Policy and shall keep complete and accurate records of all procedures and decisions relating to hiring of individuals within minority classes. Those records shall be available to the City at Contractor's office, for review and copying, at all reasonable times and without prior notice.

4.9 Notification of Conviction of Crimes. To the extent that it has or becomes aware of such information or should reasonably become aware of such information, Contractor shall notify the City if any of their officers, directors, or executives, or employees of any Subcontractors are convicted, of any crime, if

such individuals have expended substantial time or effort on behalf of Contractor in connection with the furnishing of Services under the terms of this Agreement or might reasonably be expected to do so at a future time. Such notification shall be made no later than ten (10) days after the occurrence of the conviction, and failure to do so shall be an Event of Default hereunder (as defined in Article IX).

5.1 Assignment Rights and Limitations.

(a) The City has selected Contractor to perform the Services based upon characteristics and qualifications of Contractor and its employees. Therefore, Contractor may not assign, delegate, or subcontract its rights or obligations under this Agreement without the prior written consent of the City, which consent the City may grant or withhold in its sole and absolute discretion. Any attempt by Contractor to assign or to subcontract any performance of this Agreement without such consent shall be null and void and shall, at the City's option, constitute a default under this Agreement.

(b) Contractor may assign its rights to receive payment under this Agreement with the City's prior written consent, which consent shall not be unreasonably withheld.

(c) The City may assign all or any portion of its rights under this Agreement without consent of or advance notice to Contractor.

5.2 Subcontracts.

(a) Subject to the right of the City to review and approve or disapprove subcontracts in accordance with this Section, Contractor shall be entitled to subcontract some of the Services performed to other entities. The subcontracts executed by Contractor in accordance with the terms of this Agreement (including vendor contracts) may be referred to herein as "Subcontracts" and the subcontractors thereunder may be referred to herein collectively as "subcontractors."

(b) All Subcontracts must contain the following provisions:

- (i) The Subcontract must provide that it is assignable to the City (or its successor in interest under the terms of this Agreement) without the prior approval of the parties thereto, and that the assignment thereof shall be effective upon receipt by the subcontractor of written notice of the assignment from the City. Upon such event, the City shall be deemed to assume the obligations of Contractor under the Subcontract, but only to the extent such obligations accrue from and after the date of the assignment.
- (ii) Each Subcontract must require the subcontractor to comply with the terms of this Agreement and must require the Subcontractor to carry forms and amounts of insurance satisfactory to the City in its sole discretion. The City shall be listed as an additional insured in such insurance policies (other than workers' compensation policies), and copies of insurance certificates and policies shall be delivered to the City upon request.
- (iii) All warranties (express and implied) of each Subcontractor shall inure to the benefit the City and its successors and assigns.

(c) All Subcontracts shall be subject to the City's prior written approval as to the general form of the Subcontract and the identity of the subcontractor, which approval may be granted or withheld in the sole discretion of the City. The City may waive the right to approve a particular Subcontract, but such

waiver shall not affect the City's right to review and approve or disapprove other Subcontracts. The City's approval of a Subcontract shall not be deemed a warranty of any nature. Following approval of a Subcontract, Contractor shall not be entitled to terminate such Subcontract without first obtaining the City's written approval of Contractor's arrangements for performance of the work covered by such Subcontract.

6.1 Compensation.

(a) As compensation for the timely performance of the Services in compliance with the terms of this Agreement, the City will pay Contractor pursuant to the provisions of this Agreement and the ITB.

(b) Notwithstanding anything herein or in the ITB or Contractor's Proposal to the contrary, assuming that Contractor timely performs the Services in accordance with the terms of this Agreement and a Termination for Convenience does not occur, the Total Compensation (as herein defined) paid to Contractor under this Agreement is limited to an amount not to exceed the budget appropriation for each fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended (the "Maximum Total Compensation").

(c) If the City shall cause a partial Termination for Convenience during any Term Year by terminating Contractor's right and obligation to perform a portion of the Services, the amounts of Maximum Total Compensation for the Term Year during which such partial Termination for Convenience is effective shall be reduced by the same proportion as the ratio of Services to be performed has been reduced. The reduction in Maximum Total Compensation shall be effective for as long as the reduction in the scope of Services to be performed is effective.

(d) If a total Termination for Convenience shall occur during the Term, the Maximum Total Compensation (as set forth in subparagraph (b)) to be paid to Contractor during the Term during which such Termination for Convenience is effective shall be a prorated amount, based upon the portion of such Term during which this Agreement is in effect. No compensation shall be paid to Contractor following the effective date of such termination.

(e) For purposes of this Paragraph 6.1, the terms "Total Compensation" and "Term Year" shall be defined as follows:

(i) "Total Compensation" shall mean the terms of this Agreement and the attached [Insert Date] Addendum [Insert Number] to Existing ITB from the Contractor.

(ii) A Term Year shall be the year period that commences on the Effective Date.

(f) The City may withhold any portion of a required payment if either:

(i) A portion of the Services for which the payment has been requested has not been performed in accordance with the requirements of this Agreement, or

(ii) Contractor has failed to submit the required documentation supporting the portion of such payment in accordance with the requirements of this Article, the Agreement and the ITB.

g) The City may withhold all of a payment requested in an invoice if:

(i) A substantial portion of the Services described in the invoice has not been performed in accordance with the requirements of this Agreement;

(ii) Contractor has failed to submit the required documentation supporting a

substantial portion of the Services described in such invoice in accordance with the requirements of this Article, the Agreement, or the ITB; or

- (iii) Defects in or omissions from the invoice or the required supporting documentation otherwise cause the City to question or dispute the accuracy of the invoice as a whole.

(h) If the City withholds all or any portion of a payment in accordance with this Paragraph 6.1, City shall pay Contractor an amount determined in accordance with the terms of this Agreement, promptly upon receipt by the City of additional required documentation or following resolution of outstanding issues or disputes, as the case may be.

(j) The fiscal impact of changes in State and Federal law or County ordinances as defined in Section 1.4 herein, which substantially reduces the Total Compensation received by the Contractor under this Agreement may become the subject of negotiations between the parties relating to claims for additional compensation by the Contractor.

6.2 Invoice for Payments and Required Documentation. A payment (as provided in Section 6.1 hereof) will be made by the City in accordance with the Florida Prompt Payment Act only after Contractor has submitted the following documentation to the City, which documentation shall be accepted, subject to the City's review and approval.

(a) An invoice in a form acceptable to the City, with supporting documentation as reasonably required by the City.

(b) A certificate describing all outstanding claims and potential claims, if any, as of the date of the invoice.

6.3 Payment Terms. To the extent Services for which payment has been requested have been performed in accordance with the provisions of this Agreement, and to the extent that an invoice and the documentation described in Paragraph 6.2 has been submitted to the City with respect to such Services, the City shall pay Contractor for the performance of the Services within 45 days of receipt of invoice.

7.1 Contractor Responsibility.

(a) Contractor shall take all reasonable precautions in the performance of the Services and shall cause its employees, agents, and subcontractors to do the same. Contractor shall be responsible and liable for any damage, injury, or loss to the following described persons and property, but only to the extent that such damage, injury, or loss in whole or in part are caused by or arise out of acts or omissions of Contractor or its employees, agents, officers, or subcontractors, or any other persons for whom Contractor may be legally or contractually responsible or out of a failure of Contractor to comply with the terms of this Agreement unless, and to the extent, such damage, injury or loss is attributable to the City's direction, control or supervision of the employees furnished by the Contractor. The Contractor shall be responsible and liable for the persons and property described herein, for the following:

- (i) all employees of Contractor and the subcontractors and other persons who would reasonably be expected to be affected by the performance of the Services.
- (ii) other property of Contractor and its employees, agents, officers, subcontractors, and all other persons for whom Contractor may be legally or contractually

responsible on or adjacent to areas upon which Services are performed.

(iii) members of the public and their personality.

(b) Contractor shall comply, and shall cause its employees, agents, officers, Subcontractors, and all other persons for whom Contractor may be legally or contractually responsible to comply, with all Current Laws and Future Laws relating to the safety of persons and property and their protection from damage, injury, or loss.

(c) Contractor shall be responsible for all damage and loss that may occur with respect to any and all property in any way involved in the provision of Services by Contractor, whether such property is owned by Contractor, the City or any other person, to the extent such damage or loss shall have been whole and in part caused or brought about by the acts or omissions of Contractor or its employees, agents, officers, subcontractors, or any other persons for whom Contractor may be legally or contractually responsible unless, and to the extent, such damage, injury or loss is attributable to the City's direction, control or supervision of the employees furnished by the Contractor.

(d) Contractor shall ensure that all of its activities and the activities of its employees, agents, officers, subcontractors, and all other persons for whom Contractor may be legally or contractually responsible are undertaken in a manner that will minimize the effect on property and the public.

7.2 Indemnifications by Contractor.

(a) Contractor shall defend, indemnify and hold harmless the City and each and every individual that is now (or may in the future become associated with the City, including its elected and appointed officials, officers, directors, agents, consultants, and employees (collectively referred hereinafter to as the "Indemnified Parties") from and against any and all losses, penalties, interest, demands, judgments, claims, causes of action, suits, legal or administrative proceedings, damages, losses, liabilities, response costs, fees, costs and expenses (including, without limitation, reasonable attorneys', paralegals,' and expert witness fees and costs that may be incurred, whether for personal injury, death, property damages, direct or consequential damages or economic loss including environmental impairment) arising out of, relating to or resulting from in whole or in part:

- (i) The negligent performance by Contractor (or its employees, agents, officers, subcontractors, or any other persons for whom Contractor may be contractually or legally responsible) of the Services or other duties or obligations set forth in this Agreement (including the ITB and the Scope of Services) or the material failure to perform the Services in the manner herein required.
- (ii) The failure of Contractor (or its employees, agents, officers, subcontractors, or any other persons for whom Contractor may be contractually or legally responsible) to comply with any applicable law, rule, ordinance, regulation, or statute in performing the Services or other duties or obligations set forth in this Agreement.
- (iii) Any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions in performance of the Services or other duties or obligations set forth in this Agreement.
- (iv) Any negligent act or omission of Contractor (its employees, agents, officers,

subcontractors, or any other persons for whom Contractor may be contractually or legally responsible), including, but not limited to, any negligent act or omission that may cause, result in, or contribute to the injury to or death of persons, or the damage to or loss of property.

- (v) The assertion by any contractor, subcontractor, or other person that inconvenience, disruption, delay or loss has been caused by actions or interference of Contractor (or its employees, agents, officers or subcontractors or any other persons for whom Contractor may be contractually or legally responsible), or other failure of Contractor (or its employees, agents, officers or Subcontractors or any other persons for whom Contractor may be contractually or legally responsible) to cooperate reasonably with such contractors, subcontractors or other persons.

(b) The City and Contractor agree the first \$100.00 of this Agreement's compensation paid by the City to Contractor shall be given as separate consideration for this indemnification and any other indemnification of the City by Contractor provided for within this contract document, the sufficiency of such separate consideration being acknowledged by Contractor's acceptance and execution of the Agreement. Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. Contractor agrees to pay on behalf of the Indemnified Parties, as well as provide payment for a legal defense for the Indemnified Parties, both of which will be done only if and when requested by an Indemnified Party for all claims made. Such payment on the behalf of the Indemnified Parties shall be in addition to any and all other legal remedies available to the Indemnified Parties and shall not be considered to the City's exclusive remedy under the terms of or as a consequence of any workers' compensation, disability benefit, or other employee benefits laws.

7.3 Liability for Failure for Employee Theft. Without limiting the generality of the provisions of this Paragraph, Contractor shall reimburse the City in the amount of any and all funds or property that are lost or converted by reason of theft, fraud, dishonesty, embezzlement, false reporting or conversion by Contractor, its employees, agents, officers, Subcontractors or others under control of Contractor, or for whose actions Contractor is legally or contractually responsible. Contractor shall promptly notify the City of any such losses, and shall pay such amounts to the City on or within thirty (30) days after the date that the loss is discovered. Contractor may, at its option, obtain employee fidelity bonds or other insurance coverage with respect to the losses described in this subparagraph, but the absence of such coverage shall not limit Contractor's liability to the City.

7.4 No Effect on Other Rights. The obligations set forth in this Article shall not be construed to negate, abridge, or reduce other rights or obligations that otherwise would exist in favor of a party indemnified hereunder.

8.1 Issuers of Insurance. Contractor shall procure, at its own expense, insurance acceptable to the City as described herein and shall maintain the insurance in full force and effect throughout the Term in the manner specified herein. All Insurance shall be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class VIII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by the City in its sole and absolute discretion. Failure to maintain the requisite insurance in place throughout the Term hereof shall be an Event of Default by Contractor hereunder.

8.2 Insurance Coverage.

(a) All insurance policies required to be obtained by Contractor under this Agreement shall be underwritten by insurance companies licensed to do business in the State of Florida and having Best ratings of at least A-V I. and such policies and the terms thereof shall be subject to review and approval of the City. Contractor shall obtain endorsements to all policies and certificates of insurance providing that:

- (i) no cancellation, non-renewal, or reduction in coverage shall be effective unless the insurer first gives the City thirty (30) days' written notice.
- (ii) the policies are primary, and not contributing, with respect to any insurance that may be carried by the City.
- (iii) with respect to workers' compensation and employer's liability policies, and with respect to other policies to the extent allowed by law and available without voiding insurance coverage the insurer waives its right of subrogation against the City, and its respective council members, directors, officers, employees and agents.

(b) Contractor shall promptly furnish the City with certificates evidencing the existence of the insurance coverage herein required upon receipt. Contractor may obtain for its own account any insurance not required under this Agreement. Certificates shall be current ACCORD form and shall reflect additional insurance requirements as may be required herein.

(c) If Contractor fails or refuses to procure or maintain insurance as required by this Agreement or fails or refuses to furnish the City with evidence that the insurance has been procured, is in force and has been paid for, the City shall have the right, at its election, and following ten (10) days written notice to Contractor, to procure and maintain such insurance pursuant to Paragraph 8.8. The premiums paid by the City shall be offset against payments that otherwise would be due to Contractor under this Agreement.

8.3 Forms of Insurance Coverage and Minimum Limits. Contractor shall maintain insurance policies throughout the Term with the following coverages and minimum limits.

(a) Commercial General Liability Insurance, with limits of \$500,000.00 per occurrence and \$1,000,000.00 aggregate, including coverage parts of Bodily injury, Broad Form Property Coverage, Personal Injury, Independent Contractors, Blanket Contractual Liability, and Products and Completed Operations. Liability insurance shall be pursuant to current ISO simplified form. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by Contractor under this Agreement.

(b) Automobile Liability (for bodily injury, death and property damage) with a minimum combined single limits of \$500,000.00 for each accident for all hired, owned and non-owned vehicles.

(c) Workers' Compensation Insurance Coverage, including all coverage required under the laws of the State of Florida (as amended from time to time hereafter) and Employer's Liability Coverage in the amount of \$500,000.00 per accident, \$500,000.00 per illness, and \$500,000.00 annual aggregate illness.

(d) Errors and Omissions coverage limits of \$1,000,000.00.

(e) Excess liability coverage with limits of \$1,000,000.00 with terms and conditions no more restrictive than the underlying forms.

8.4 Endorsements With Respect to Liability Coverage. All general liability and automobile liability policies must contain, or must be endorsed to contain, the provisions set forth below:

(a) The City, its respective council members, directors, officers, employees and agents shall be additionally insured with respect to any and all liability arising out of the work required under this Agreement only to the extent that such board members, directors, officers, employees and/or agents direct, control or supervise the employees provided by the Contractor.

(b) For any claims related to Contractor's responsibilities under this Agreement, Contractor's insurance coverage shall be primary insurance with respect to the City and its respective board members, directors, officers, employees and agents. Any insurance or self-insurance maintained by the City, or their respective members, directors, officers, employees and agents, shall be excess of Contractor's insurance and shall not be contributory with Contractor's coverage.

(c) Any failure on the part of Contractor to comply with reporting provisions or other conditions of the policies, any breach of warranty, or any action or inaction of Contractor or others, shall not affect coverage provided to the City, and its respective board members, directors, officers, employees and agents.

(d) Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(e) To the extent allowed by law, and to the extent such endorsements are available without voiding primary coverage, each policy shall waive any right of subrogation against the City and/or, and its respective board members, directors, officers, employees and agents.

8.5 Miscellaneous Provisions With Respect to Contractor's Insurance Coverage.

(a) To the extent that Contractor engages any subcontractors for the Services to be performed under this Agreement, Contractor shall require each subcontractor to include the City and its respective board members, directors, officers, employees and agents, as additionally insured under such subcontractor's general liability and automobile liability insurance policies. Contractor shall have sole responsibility for determining the amount of coverage required to be obtained by subcontractors, which determination shall be made in accordance with requirements established by Contractor's insurance company.

(b) The procurement of required policies of insurance shall not be construed to limit Contractor's liability hereunder or to fulfill the indemnification provisions and requirements of this Agreement.

(c) Any deductibles or self-insured retentions for Contractor's liability insurance must be declared to and approved by the City.

(d) From time to time during the Term, the City may notify Contractor of changes to the City's requirements with respect to insurance coverage, and Contractor shall promptly cause corresponding changes to be made in its coverages, to the extent commercially feasible. The City shall reimburse Contractor for additional costs arising from such changes.

(e) Except as otherwise provided in subparagraph (d), in no event shall the City be liable for payment of premiums or other amounts with respect to insurance coverage carried or required to be carried by Contractor or any Subcontractors.

(f) The insurance requirements set forth in this Article are not intended as, and shall not be deemed a basis for, a waiver of the City's sovereign immunity, or the sovereign immunity of any state agency or political subdivision named on the required insurance policies.

8.6 City's Right to Remedy Breach by Contractor. If Contractor fails to provide insurance as required herein, the City or its assignees will have the right, but not the obligation, to purchase such insurance after giving the Contractor thirty (30) days' notice to cure this default. In such event, the amount paid for such insurance will be credited against the next accruing payment or payments that otherwise would be made by the City to Contractor under this Agreement. To the extent the City incurs any damages (not including amounts paid for insurance coverage during the sixty (60) day period) within the above sixty (60) day period, which are directly and solely attributable to the Contractor failing to provide insurance as required herein, the amount of such damages will be credited against the next accruing payment or payments that otherwise would be made by the City to Contractor under this Agreement.

8.7 Financial Information and Status. Contractor shall promptly notify the City in writing of the occurrence of any material adverse change in the financial condition, business, prospects, affairs or operations of any Related Party or any of its properties or assets, or of the existence of any material impairment of the right or ability of the Contractor or any Related Party to carry on its operations as currently conducted. For purposes of this paragraph, Related Party ("Related Party"), shall mean any parent, subsidiary, affiliate, managing entity, partner, corporate, subcontractor, or other legal entity possessing an interest in the ownership and/or operation of the Contractor.

9.1 Default by Contractor.

(a) The occurrence of any one or more of the following events shall constitute an event of default by Contractor (including any Partner) under this Agreement (each such event being hereinafter referred as an "Event of Default"):

- (i) Failure of Contractor or any subcontractor to secure or maintain in place at all times during the Term of this Agreement any bond or any policy of insurance of the type and with the coverage herein required.
- (ii) Dishonesty, embezzlement, or false reporting of financial information by Contractor or its employees, agents, officers, subcontractors, or others under control of contractor; willing or knowing participation by Contractor in a fraud; failure of Contractor to promptly report in writing to the City the occurrence of any theft, fraud, dishonesty, embezzlement, false reporting or conversion by Contractor, its employees, agents, officers subcontractors, or others under control of Contractor or for whose actions Contractor is legally or contractually responsible.
- (iii) Failure of Contractor to promptly reimburse the City for any loss or damage to the City or its property.
- (iv) Refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes and

made or received by the Contractor in conjunction with this Agreement.

- (v) Conviction of any employee or affiliate of Contractor of a public entity crime, or placement of the names of Contractor or any employee, or affiliate of Contractor on the convicted vendor list established and maintained by the State of Florida Department of Management Services. For purposes of this subparagraph, the terms "affiliate", "convicted vendor list" and "public entity crime" shall have the meanings assigned by, Section 287.133, Florida Statutes as it may be modified, amended, replaced or substituted from time to time hereafter.
- (vi) Change in structure or ownership of the Contractor so that an interest of twenty-five (25) percent or more is owned or controlled by a foreign country, any political subdivision or agency of a foreign country, any business entity, which is incorporated in a foreign country and/or has its principal place of business in a foreign country or a foreign-born individual who is not naturalized US citizen.
- (vii) Unreasonable or unexcused delay or discontinuance by Contractor of the Services to be performed pursuant to this Agreement.
- (viii) To the extent allowed by law, filing by Contractor of a petition in bankruptcy or for reorganization or for an arrangement pursuant to any federal or state bankruptcy law or any similar federal or state law; adjudication of Contractor as a bankrupt or insolvent; assignment by Contractor for the benefit of creditors; admission in writing by Contractor of its inability to pay its debts generally as they become due; filing of a petition or answer proposing the adjudication of Contractor as bankrupt or insolvent pursuant to any federal or state bankruptcy law or similar federal or state law in any court, and failure of Contractor to discharge such petition or answer within ninety (90) days after the filing thereof.
- (ix) Appointment of a receiver, trustee or liquidator of Contractor, or of all or substantially all of its assets, in any proceeding, and failure of Contractor to cause such appointment to be canceled or discharged within ninety (90) days after such appointment, if the appointment was not requested by Contractor.
- (x) Failure by Contractor to satisfy or post bond with respect to any final judgment against it within ten (10) days of entry of the judgment.
- (xi) Attempt by Contractor to assign its rights or delegate its obligations in contravention of the terms of this Agreement, or execution by Contractor of a Subcontract in violation of the terms of this Agreement.
- (xii) Failure of Contractor to pay in full, as and when due, any amount that may be or become properly due and payable to the Internal Revenue Service, the Florida Department of Revenue, any employee pension or retirement plan, any Subcontractor or any other entity that furnishes goods, services, or personnel to aid or assist Contractor in performance of the Services. If Contractor, in good faith, disputes the amount of a payment alleged to be due, or disputes whether or not a payment actually is due, Contractor may withhold the disputed payment from the alleged payee until Contractor and the alleged payee resolve the dispute through

negotiation, litigation, or otherwise, but only so long as:

(A) Contractor continues performing the Services in the manner herein required during the resolution of the payment dispute, and there is no adverse impact on the services provided.

Upon request of the City, Contractor will advise the City of the status of any dispute over amounts allegedly due and payable by Contractor to a third party with whom a dispute exists as described herein.

- (xiii) Failure of Contractor to furnish information required under the terms of Article VIII hereof, as and when required.
- (xiv) The occurrence of any event or circumstance (whether in connection with the performance of the Services or otherwise) that causes the City to have reasonable concerns as to the ability (financial or otherwise) of Contractor or any Subcontractor to perform the Services in the manner herein required.
- (xv) Failure by Contractor to perform any component of the Services in a manner acceptable to the City in its reasonable discretion, or material failure by Contractor to otherwise perform its obligations under this Agreement or to substantially comply with any terms or provisions set forth herein, in the ITB, or in scope of services, as it may hereafter be amended, modified, or supplemented from time to time.

9.2 Event of Default by the City. The failure of the City to make payments to Contractor at the times and in the amounts required by this Agreement shall constitute an Event of Default by the City under this Agreement.

9.3 Rights of Non-Defaulting Party Upon Occurrence of Event of Default.

(a) If Contractor commits an Event of Default hereunder the City shall be entitled to exercise any or all of the following remedies, in addition to any or all other remedies or rights provided by law or equity to which the City may resort, cumulatively or in the alternative, and in addition to such other rights and remedies elsewhere set forth in this Agreement:

- (i) The City may terminate this Agreement and Contractor's rights hereunder by giving Contractor a notice of termination. On the fifteenth (15th) day following such termination notice, or on the date specified in such notice, if later, Contractor's rights hereunder shall terminate. To the extent that any duties, obligations, or liabilities of Contractor shall have accrued as of the effective date of termination, such duties, obligations, and liabilities shall survive the termination of this Agreement.
- (ii) The City may terminate some but not all of Contractor's rights hereunder by modifying the definition of Services to exclude therefrom those Services as to which the Event of Default has occurred. The City shall give Contractor notice of those Services to be terminated and, on the fifteenth (15th) day following such termination notice, or on the date specified in such notice, if later, Contractor's obligation to perform such Services, and its rights to be paid for the performance thereof, shall terminate.

- (ii) If the Event of Default consists of a failure of Contractor to perform an obligation or duty in the manner or within the time required under the terms of this Agreement, the City may either perform such obligation or duty or retain another party to perform such obligation or duty, in either case offsetting the cost of such performance against the payments otherwise due by the City to Contractor under this Agreement.
- (iv) The City may collect from Contractor, or may offset against amounts due or to become due to Contractor under the provisions of this Agreement, all costs and expenses incurred by the City or damages or liabilities suffered by the City due to the occurrence of the Event of Default.
- (v) The City may bring any action at law or equity for emergency, provisional or temporary relief (including, without limitation, injunctive relief, attachment, or extraordinary writ) or may exercise self-help remedies or other efforts or attempts to minimize damage that would otherwise accrue as a result of the occurrence of Contractor's Event of Default.
- (vi) In the event the City determines that a material breach of this Agreement has occurred and that the public's health, safety, and/or welfare is now endangered, the City Council in a public hearing may order Contractor to immediately cease its operations. In that event, Contractor shall agree to cooperate completely with the City to affect the immediate takeover of its Services operations. Such a takeover shall be affected immediately or in no case later than 72-hours after the approval by the City Council of said action. These provisions are specifically stipulated and agreed to by both parties to be reasonable and necessary for the protection of the public's health, safety, and welfare, and any legal action, concerning the dispute of the City's determination that a material breach has occurred, shall be initiated and shall take place only after the emergency takeover of Services.
- (vii) Contractor understands and agrees that the failure on the part of the Contractor to cooperate fully with the City to effect a safe and smooth transfer of Services operations during an emergency as set out in Paragraph 9.3 (vii) shall not itself constitute a material breach of this Agreement, even if it is later determined that the original material breach declaration was initiated erroneously by the City Council.

(b) Notwithstanding anything in the ITB to the contrary, the parties have not agreed upon or established a measure of liquidated damages in the event of an occurrence of an Event of Default by the Contractor hereunder.

9.4 Default Notice: Remedies.

(a) If an Event of Default occurs hereunder, as a condition precedent to exercising any other rights or remedies as a result of such Event of Default, the party claiming an Event of Default has occurred shall send written notice to the other party, specifying the circumstances constituting the default (referred hereinafter as the "Default Notice").

(b) Notwithstanding anything herein to the contrary, the City may seek or

pursue any and all remedies available to it, immediately and without providing any curative rights or periods or, if an Event of Default is:

- (i) An Event of Default of a type or nature described in Paragraph 9.1(a)(1); 9.1(a)(vi); 9.1(a)(vii); 9.1(a)(viii); 9.1(a)(ix); 9.1 (a)(xi); 9.1 (a)(xii); 9.1 (a)(xiv); or 9.1 (a)(xv);
 - (ii) An Event of Default of a nature, which endangers the public health or welfare and which requires prompt or immediate remedies or relief;
 - (iii) An Event of Default that is not of a type or nature that renders it susceptible to a meaningful or prompt cure;
 - (iv) An Event of Default of a monetary nature, if the amount in controversy exceeds \$100,000.00;
 - (v) An Event of Default that involves alleged fraud or theft or failure to account for funds;
 - (vi) An Event of Default of a type that would cause the City, or the public to suffer significant or incurable harm or damage if a curative opportunity were granted, or if a speedy resolution is otherwise critical in the City's reasonable opinion.
- (c) Except with respect to the Events of Default identified in subparagraph 9.4(b) or as otherwise provided in subparagraph 9.4(b), if an Event of Default occurs and if either: the defaulting party has not commenced efforts to cure the Event of Default on or before ten (10) days after receipt of Default Notice; or if the defaulting party does not diligently prosecute its efforts to accomplish a cure; or if the defaulting party fails to complete a cure on or before thirty days (30) after receipt of the Default Notice (or such longer or shorter period of time as shall be reasonably required to cure the Event of Default), then the non-defaulting party shall be entitled to attempt to resolve the dispute at a settlement conference in accordance with the provisions of Paragraph 9.5.

9.5 Settlement Conference. If required under the terms of Paragraph 9.4, and if the party who allegedly is in default has not cured the event of default on or within ten (10) days after the initial delivery of the default notice, the parties shall schedule and attend a settlement conference to seek resolution of the dispute. Both parties shall endeavor in good faith to seek a reasonable and equitable resolution of the dispute during such settlement conference.

9.6 Cooperation. Each party shall diligently cooperate with the other in an effort to resolve disputes in the most fair and amicable manner possible, and shall perform such acts as may be necessary to obtain a prompt and expeditious resolution of the dispute.

9.7 Continuing Performance. Following the occurrence of any event of default or alleged event of default, and continuing during any resulting legal proceedings, each party shall continue to perform its duties and obligations under this Agreement unless otherwise specified in this Agreement, unless otherwise agreed or otherwise directed by a court of competent jurisdiction.

10.1 Obligations. Immediately upon expiration or termination of this Agreement, whether at the expiration of the Term or otherwise, the parties shall do the following:

- (a) Promptly upon termination, Contractor shall submit to the City detailed information relating

to each subcontractor and employee of Contractor performing work under this Agreement. This information shall be in sufficient detail so that (i) the City will have the ability to contact each Subcontractor and employee; (ii) the City can easily determine the role or function of each in regard to Contractor's obligations hereunder; and (iii) if it so elects, the City may engage each Subcontractor or employee on substantially the same terms as each had been contracted by Contractor.

(b) Within ten (10) days after Contractor's submission to the City of the information described in subparagraph (a), the City shall notify Contractor, in writing, of each Subcontract (including vending contracts) and employment agreement with respect to which the City has or intends to exercise its right to succeed Contractor.

(c) Within fifteen (15) days after Contractor's submission to the City of the information described in subparagraph (a), Contractor shall cancel or terminate all Subcontracts and employment agreements except those specified in the notice from the City to Contractor as being agreements that it intends to assume.

(d) Contractor shall use its best efforts to cancel or minimize any outstanding Subcontracts and employment commitments or agreements that the City does not intend to assume. Contractor shall initiate settlement of all outstanding liabilities and claims arising out of the commitments or agreements to be canceled. Contractor shall provide the City with an opportunity to review and approve all settlements contemplated with respect to any Subcontract or employee commitment or agreement, so that the City will have (if it so elects) a meaningful opportunity to assume outstanding Subcontracts and employee commitments or agreements. Any settlement shall be subject to approval by the City.

10.2 Assignment. Contractor shall incorporate a provision in all Subcontracts that provide for assignment to the City (at the City's election), as more particularly required by Paragraph 5.2 of this Agreement. Notwithstanding the incorporation of such provisions, at the request of the City, Contractor shall notify the subcontractor of its consent to the assignment of the Subcontract and execute an instrument assigning to the City in writing all of Contractor's rights, title, and interest under any subcontracts that the City desires to assume. At the sole discretion of the City, the City may settle all claims arising out of the cancellation of the Subcontracts.

10.3 Continuing Liability. Termination of this Agreement or any portion thereof, shall not relieve Contractor of its responsibilities relating any completed portions of the Services, nor shall it relieve Contractor's surety, if any, of its obligation for and concerning any claims arising out of the work performed.

10.4 Completion of the Services. If Contractor commits an Event of Default hereunder, the City may enter into an agreement with others for the performance of the Services under the Agreement or may use other methods which, in the opinion of the City, are required for the performance of the Services in an acceptable manner. To the extent that an Event of Default involves an employee(s) that Contractor has agreed to provide the City failing to show for work at the designated start time of the work day, the City shall immediately notify the Contractor by the most expeditious means and the City agrees to give the Contractor up to four (4) hours from the designated start of the work day to provide alternative employees to the City before the City seeks the services of others to provide alternative employees.

11.1 Status of Contractor. Contractor represents to the City that Robert Half International, Inc. doing business through its division Accountemps, is a corporation duly created under the laws of Florida and qualified to transact business in Florida; and that Contractor possesses all permits and licenses necessary under applicable laws to authorize it to perform the Services. These licenses include a certificate of

authority in good standing from Florida Department of State, Division of Corporations.

12.1 Compliance with Tax Laws. The parties intend that the provisions of this Agreement shall comply in all respects with the requirements for management or service contracts promulgated by the Internal Revenue Service in Revenue Procedure 93-19, 1993 C.B. 526 ("93-19"). If the City (in its sole and absolute discretion) determines that any statute, regulation, ruling, announcement, notice, judicial decision, or other matter is enacted, promulgated, issued, released, published, or decided after the publication date of 93-19, which overrules, supersedes, or is inconsistent with 93-19 (a "Subsequent Ruling") and which causes the Agreement to violate the Subsequent Ruling, or if the City (in its sole and absolute discretion) determines that the Agreement does not comply with 93-19 or such Subsequent Ruling, a "Tax Condition" shall be deemed to have occurred. Upon the occurrence of a Tax Condition, the City, and Contractor shall, in good faith, negotiate modifications to this Agreement that would cure the Tax Condition. If the City and Contractor fail to agree to modifications within twenty (20) days after the occurrence of a Tax Condition, the City shall have the sole right to modify this Agreement in any manner that is minimally and reasonably necessary to comply with 93-19 or the Subsequent Ruling, and such modification shall be retroactive to the date The City determines is required to cause the City and this Agreement to comply with 93-19 and the Subsequent Ruling.

12.2 Waiver. This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the parties hereto. No failure by either party to insist upon the strict performance of any covenant, duty, agreement, or condition set forth in this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term, or condition. Any party hereto, by notice, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party hereto. No waiver shall affect or alter this Agreement, but each and every covenant, agreement, term, and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

12.3 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the City and its successors, permitted assigns, and legal representatives, and shall be binding upon and inure to the benefit of Contractor and its permitted successors, assigns and legal representatives. In the event of any assignment of this Agreement in whole or in part by the City, the term "City" as used in this Agreement shall be deemed to mean the assignee of the City, and as such, the assignee shall have all rights accorded to the City.

12.4 Designation of Representatives; Cooperation with Representatives.

(a) The City and Contractor shall each designate an individual (or individuals) who shall be authorized to make decisions and bind the parties on matters relating to the effectuation of this Agreement and the services to be provided hereunder. The designated individuals shall not have the right to make decisions inconsistent with the Agreement, or make amendments thereto or take any action or make any decisions that are not allowed under applicable law. Designations of representatives may be changed by a subsequent writing delivered to the other party. The parties may also designate technical representatives who shall be authorized to investigate and report on matters relating to the Services and negotiate on behalf of each of the parties but who are not authorized to bind the City or Contractor.

(b) Contractor shall cooperate with the City and all representatives of the City. Contractor shall provide such data, reports, certifications, and other documents or assistance reasonably requested by the

City. The provision of such information shall not in any manner diminish Contractor's rights or obligations under any other provision hereof.

12.5 Gratuities. Neither Contractor nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the City gifts, entertainment, payments, loans, or other gratuities. Contractor acknowledges knowledge of the State of Florida's ethics statutes and, to the extent applicable to the Contractor, Contractor agrees to abide with such statutes.

12.6 Conflict of Interest. Contractor hereby certifies that it will completely disclose to the City all facts bearing upon any possible conflicts, direct or indirect, with its performance that it believes any officer, employee, or agent of the Contractor now has or will have. Said disclosure shall be made by the Contractor contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to Contractor. Contractor at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the City.

12.7 Survival. All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, and shall survive the termination of this Agreement.

12.8 Accounting Records, Reports, and Practices.

(a) Contractor shall establish internal financial control practices and maintain accounting records which are accordance with generally accepted standards in the industry and the terms and conditions of this Agreement.

(b) Contractor agrees to provide copies of all forms to be used and notice of all accounting methods, internal controls, and procedures to be used in its reports to the City and when possible adopt methods, controls, and procedures that are compatible with existing methods, controls, and procedures used by the City.

(c) The City shall have unlimited access to all accounting records and supporting documentation during the terms of this Agreement and for a period of five (5) years thereafter. However, the City's right to access shall be exercised following reasonable notice to Contractor. Supporting documentation shall include but is not limited to contracts, leases, vouchers, checks, invoices, receipts, and all other documents relating to any matter, which is the subject of this Contract.

(d) Contractor will submit to the City from time to time such financial reports of its Service operations in a form and format as maybe required by and agreed to by the parties.

12.9 Permits, Licenses, Etc. Throughout the Term, Contractor shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by Contractor; shall pay all charges, fees and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to the City upon request.

12.10 Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of Florida and the parties stipulate that venue for any actions relating to this Agreement shall be Volusia County, Florida.

12.11 Public Records Disclosure. Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event Contractor

fails to abide by the provisions of Chapter 119, Florida Statutes, the City may, without prejudice to any right or remedy and after giving the Contractor and its surety, if any, seven (7) days written notice, during which period Contractor still fails to allow access to such documents, terminate the employment of the Contractor. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable termination expenses incurred by the City may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

12.12 Interpretation. (a) For purposes of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(b) If Contractor discovers any material discrepancy, deficiency, ambiguity, error or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of this Agreement, Contractor may immediately notify the City and request clarification of the City's interpretation of this Agreement.

(c) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one Party may have drafted or prepared any or all of the terms and provisions hereof.

12.13 Severability. The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

12.14 Computation of Periods. References to "days" contained herein shall mean calendar days unless otherwise specified provided that if the date to perform any act or give any notice specified herein (including the last date for performance or provision of notice "within" a specified time period) falls on a Saturday, Sunday or legal holiday, such act or notice may be timely performed on the next succeeding day that is not a Saturday, Sunday or legal holiday. Notwithstanding the foregoing, requirements relating to emergencies and other requirements for which it is clear that the intent is to require performance on a non-business day, shall be required to be performed as specified, even though the date in question may fall on a weekend or legal holiday.

12.15 Headings. The captions of the sections of this Agreement are for convenience only and shall not be deemed part of this Agreement or considered in construing this Agreement.

12.16 Compliance with Laws. Contractor shall keep fully informed regarding, and shall fully and timely comply with, all Current Laws and Future Laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, Contractor shall observe all rules and regulations of federal, state, and local health officials. Contractor shall not require any worker to work in surroundings or conditions that are unsanitary, hazardous, or dangerous to his or her health or safety.

12.17 Audits, Inspections and Testing. Contractor shall permit (at reasonable times) audits, inspections, and testing desired by the City relating to any matter, which is the subject of this Agreement. Such audits,

inspections, and testing shall not relieve Contractor of any of its obligations under this Agreement.

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

12.19 Entire Agreement. This Agreement, including the Exhibits attached hereto, together with the ITB and Contractor's Proposal constitutes the entire and integrated agreement between the parties hereto and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings and agreements, whether written or oral, with respect to the subject matter hereof.

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

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Port Orange signing by its Mayor, authorized to execute this Agreement and Robert Half International, Inc. doing business through its division Accountemps signing by and through its authorized signer, duly authorized to execute same.

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor

Date: _____

ATTEST: City Clerk

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

Robert Half International, Inc. doing business through its
division Accountemps

By: _____

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: _____

(Corporate Seal)



"ATTACHMENT 1" SCHEDULE OF UNIT PRICING

BID FORM
CITY OF PORT ORANGE
ITB # 19-32

TEMPORARY EMPLOYEE AND EMPLOYEE LEASING SERVICES

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

Instruction to save Attachment from DemandStar website:

Perform "File Save As" and save spreadsheet to your computer. Fill in pricing in highlighted calls, preferably electronically.

Bidders are required to complete all fields shaded in green. Column F will be automatically calculated.

NAME OF BUSINESS:	Robert Hall Accountemps
CONTACT PERSON:	Heather Fontaine
EMAIL ADDRESS:	heather.fontaine@roberthall.com
AUTHORIZED SIGNATURE:	

City of Port Orange Job Classification	City Pay Grade	Workers Comp Code	City Employee Rate of Pay	Employment Services Markup % per All ITB 19-32 Specifications	Employee Rate of Pay
Courier	11	8380	\$10.33	0.00%	\$10.33
Custodian	11	9015	\$10.33	0.00%	\$10.33
Program Leader	11	9102	\$10.33	0.00%	\$10.33
Summer Asst Site Supervisor	11	9102	\$10.33	0.00%	\$10.33
Water Meter Repairman	11	7520	\$10.33	0.00%	\$10.33
Staff Assistant	12	8810	\$11.05	0.00%	\$11.05
Summer Site Supervisor	12	9102	\$11.05	0.00%	\$11.05
Customer Service Representative	13	8810	\$11.82	0.00%	\$11.82
Maintenance Worker	13	9102	\$11.82	0.00%	\$11.82
Records Clerk	13	8810	\$11.82	34.10%	\$15.85
Administrative Assistant	14	8810	\$12.66	34.10%	\$16.98
Assistant Plant Mechanic	14	7520	\$12.66	0.00%	\$12.66
Athletic Field & Facility Technician	14	9102	\$12.66	0.00%	\$12.66
Equipment Operator	14	5509	\$12.66	0.00%	\$12.66
Facilities Maintenance Technician	14	9015	\$12.66	0.00%	\$12.66
Generator Technician	14	8360	\$12.66	0.00%	\$12.66
Permit Licensing Technician	14	8810	\$12.66	0.00%	\$12.66
Records Management Coordinator	14	8810	\$12.66	34.10%	\$16.98
Storekeeper	14	8810	\$12.66	0.00%	\$12.66
Utility Accounts Clerk	14	8810	\$12.66	34.10%	\$16.98
Utility Systems Operator	14	7520	\$12.66	34.10%	\$16.98
Accounting Technician	15	8810	\$13.55	34.10%	\$18.17
Animal Control Officer	15	8831	\$13.55	0.00%	\$13.55
Automotive Mechanic I	15	8380	\$13.55	0.00%	\$13.55
Community Service Officer	15	7720	\$13.55	0.00%	\$13.55
Crew Chief	15	9102	\$13.55	0.00%	\$13.55
Fleet Service Writer	15	8360	\$13.55	0.00%	\$13.55
Heavy Equipment Operator	15	5509	\$13.55	0.00%	\$13.55
Lift Station Mechanic	15	7580	\$13.55	0.00%	\$13.55
PAL Director	15	7720	\$13.55	0.00%	\$13.55
Plant Mechanic	15	7520	\$13.55	0.00%	\$13.55
Program Specialist	15	9102	\$13.55	0.00%	\$13.55
Summer Playground Supervisor	15	9102	\$13.55	0.00%	\$13.55
Utility Accounts Specialist	15	8810	\$13.55	34.10%	\$18.17
Utility Line Locator	15	7520	\$13.55	0.00%	\$13.55
Victim Advocate	15	7720	\$13.55	0.00%	\$13.55
Automotive Mechanic II	16	8360	\$14.49	0.00%	\$14.49

City of Port Orange Job Classification	City Pay Grade	Workers Comp Code	City Employee Rate of Pay	Employment Services Markup per All Specifications %	Employee Rate of Pay
Evidence Technician	16	7720	\$14.19	0.00%	\$14.19
Quartermaster	16	8810	\$14.19	0.00%	\$14.19
Senior Permit Licensing Technician	16	8810	\$14.19	0.00%	\$14.19
Senior Utility Line Locator	16	7520	\$14.19	0.00%	\$14.19
Assistant City Clerk	17	8810	\$15.51	34.10%	\$20.80
Code Enforcement Officer	17	7720	\$15.51	0.00%	\$15.51
Customer Service Supervisor	17	8810	\$15.51	34.10%	\$20.80
Helpdesk Specialist	17	8810	\$15.51	34.10%	\$20.80
Human Resources Assistant	17	8810	\$15.51	34.10%	\$20.80
Senior Administrative Assistant	17	8810	\$15.51	0.00%	\$15.51
Treatment Plant Operator	17	7520	\$15.51	0.00%	\$15.51
Utility Accounts Supervisor	17	8810	\$15.51	34.10%	\$20.80
Victim Advocate Coordinator	17	7720	\$15.51	0.00%	\$15.51
Buyer	18	8810	\$16.60	0.00%	\$16.60

EXHIBIT "1"

Chief Lift Station Mechanic	18	7500	\$16.60	0.00%	\$16.60
Chief Plant Mechanic	18	7520	\$16.60	0.00%	\$16.60
Crime Analyst	18	8810	\$16.60	0.00%	\$16.60
Drainage Supervisor	18	5509	\$16.60	0.00%	\$16.60
Executive Assistant to City Manager/OMB	18	8810	\$16.60	34.10%	\$22.26
Facilities Maintenance Supervisor	18	9015	\$16.60	0.00%	\$16.60
Field Operations Supervisor	18	7520	\$16.60	0.00%	\$16.60
Grounds Maintenance Supervisor	18	5509	\$16.60	0.00%	\$16.60
Information Technology Specialist	18	8810	\$16.60	34.10%	\$22.26
Instrument Control Technician	18	7560	\$16.60	0.00%	\$16.60
Laboratory Technician	18	7520	\$16.60	0.00%	\$16.60
Meter Services Supervisor	18	7520	\$16.60	0.00%	\$16.60
Parks Supervisor	18	9102	\$16.60	0.00%	\$16.60
Plant Maintenance Electrician	18	7560	\$16.60	0.00%	\$16.60
Records Supervisor	18	8810	\$16.60	34.10%	\$22.26
Recreation Coordinator-Athletics	18	9102	\$16.60	0.00%	\$16.60
Recreation Coordinator-Special Events	18	9102	\$16.60	0.00%	\$16.60
Reserve Police Officer	18	7720	\$16.60	0.00%	\$16.60
Roads & Streets Supervisor	18	5509	\$16.60	0.00%	\$16.60
Shift Supervisor	18	7560	\$16.60	0.00%	\$16.60
Special Events Coordinator	18	9102	\$16.60	0.00%	\$16.60
Accountant I	19	8810	\$17.76	34.10%	\$23.82
Administrative Supervisor	19	8810	\$17.76	34.10%	\$23.82
Assistant Laboratory Manager	19	7520	\$17.76	0.00%	\$17.76
Building Permit Coordinator	19	8810	\$17.76	0.00%	\$17.76

City of Port Orange Job Classification	City Pay Grade	Workers Comp Code	City Employee Rate of Pay	Employment Services Markup % per All Specifications	Employee Rate of Pay
Construction Inspector	19	9410	\$17.76	0.00%	\$17.76
Development Review Technician	19	8810	\$17.76	0.00%	\$17.76
Emergency Management/Public Education	19	8810	\$17.76	0.00%	\$17.76
Engineering Inspector	19	9410	\$17.76	0.00%	\$17.76
Forester	19	9102	\$17.76	0.00%	\$17.76
Geographic Information System Technician	19	8810	\$17.76	0.00%	\$17.76
Human Resources Administrator	19	8810	\$17.76	34.10%	\$23.82
Paralegal	19	8810	\$17.76	34.10%	\$23.82
Police Accreditation Manager	19	8810	\$17.76	0.00%	\$17.76
Purchasing Agent	19	8810	\$17.76	34.10%	\$23.82
Recreation Supervisor Special Events	19	9102	\$17.76	0.00%	\$17.76
Recreation Supervisor-Athletics	19	9102	\$17.76	0.00%	\$17.76
Right of Way Agent	19	9410	\$17.76	0.00%	\$17.76
Utility Inspector	19	9410	\$17.76	0.00%	\$17.76
Accountant II	20	8810	\$19.00	34.10%	\$25.48
Applications Administrator	20	8810	\$19.00	34.10%	\$25.48
Building Inspector	20	9410	\$19.00	0.00%	\$19.00
Capital Improvement/Revenue Coordinator	20	8810	\$19.00	34.10%	\$25.48
Code Enforcement Manager	20	7720	\$19.00	0.00%	\$19.00
Engineering Specialist	20	9410	\$19.00	0.00%	\$19.00
Financial Budget Analyst	20	8810	\$19.00	34.10%	\$25.48
Fleet Manager	20	8320	\$19.00	0.00%	\$19.00
Grant/Contract Accountant	20	8810	\$19.00	34.10%	\$25.48

Markup % for TEMPORARY Positions not listed Per All Specifications:	34.10%
Markup % for LEASED Positions not listed Per All Specifications:	33.50%

This document must be completed and returned with your Submittal.

PERSONNEL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2020 by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **VEN, LLC d/b/a DAYTONA EMPLOYMENT** ("Contractor"), a Florida limited liability corporation authorized to transact business in the State of Florida, whose principal address is 609 South Ridgewood Avenue, Daytona Beach, Florida 32114 and whose Federal Identification Number is 04-3678987. The City and Contractor are collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the Managing Member, Claire Venables, is authorized to contract for personnel services for; and

WHEREAS, on October 28, 2019, the City issued an Invitation to BID ("ITB") for Temporary Employee and Employee Leasing ("ITB 19-32"), together with all exhibits, attachments, addenda, and amendments thereto, and

WHEREAS, in response to the ITB, various vendors submitted proposals to provide Temporary Employee and Employee Leasing Services; and

WHEREAS, Contractor submitted to City its Proposal (hereinafter referred to as "Contractor's Proposal") in response to the ITB; and

WHEREAS, the City has selected Contractor to provide the personnel services all in accordance with the terms and conditions set forth herein; and

WHEREAS, the City and Contractor have agreed to execute this Agreement for purposes of setting forth the terms and conditions of the agreement of the parties and

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable considerations, the receipt and adequacy of which are hereby mutually acknowledged, the parties agree as follows:

1.1. Purpose: Incorporation of ITB and Contractor's Proposal.

(a) The ITB, together with this Agreement, set forth the terms and conditions for the provision of Temporary Employee and Leasing Services for the City; for the consideration to be paid by City to Contractor as compensation for the provision of Temporary Employee and Leasing Services; and, for certain other ancillary matters more particularly set forth herein or in the ITB.

(b) All terms and provisions of the ITB and the Contractor's Proposal (both on file with the City Clerk), and Contractor's Schedule of Unit Pricing which is attached hereto as Exhibit "1", are incorporated by reference in this Agreement as though fully set forth herein. Whenever possible, the provisions specifically set forth in this Agreement and those set forth in the ITB shall be construed to supplement each other, so as to give effect and meaning to all terms and provisions. If there is a conflict between any terms of the ITB and terms specifically set forth herein then, unless otherwise specifically provided herein or in the ITB, the terms of this Agreement shall prevail and take precedence over the terms of the ITB to the extent necessary to resolve such conflict.

(c) The Contractor's Proposal shall be construed to supplement the provisions of this Agreement and the ITB and shall be the determinative document with respect to consideration to be paid by the City. In no event shall the Contractor's Proposal be deemed to alter or modify the terms or provisions of the Agreement, the Scope of Services or the ITB. In the event of any conflict among the terms of the Contractor's Proposal and the Agreement, the ITB, or the Scope of Services, the terms of the Agreement, the ITB or the Scope of Services, as the case may be, shall prevail over the terms of the Contractors Proposal.

1.2 Definitions. All capitalized terms used herein shall have the meanings assigned to them in this Agreement, as supplemented and modified by the ITB; to the extent there is no conflict. Any capitalized terms used herein and not defined herein shall have such meanings as may be assigned to them in the ITB.

1.3 Contractor.

(a) From time to time in this Agreement, the term "Contractor" shall be deemed to refer to Ven, LLC d/b/a Daytona Employment. From time to time in this Agreement, the term "Partner" or "Partners" may be used to refer to any proposed joint venture.

(b) This Agreement shall be liberally interpreted and construed so as to give effect to the intent of parties, which is that, unless this Agreement shall otherwise specifically so provide, all duties, obligations, and liabilities imposed upon Contractor, and all terms and provisions of this Agreement applicable to Contractor, shall in all events (and at all times hereafter, notwithstanding any assignment of this Agreement) apply to Contractor.

(c) Any assignment of this Agreement that is permitted under the terms hereof, or to which the City may otherwise consent, shall not release or discharge the Contractor from any duties or liabilities hereunder unless the City shall, in its sole and absolute discretion, otherwise agree in writing.

1.4 Current Laws; Future Laws.

(a) For purposes of this Agreement, the term "Current Laws" shall be broadly construed to mean and refer to all federal, state, and local laws, ordinances, regulations, and orders, and decrees of bodies, public authorities, or tribunals having any jurisdiction or authority over the parties or any matters relating to this Agreement, to the extent that the foregoing are in effect as of the Effective Date hereof.

(b) For purposes of this Agreement, the term "Future Laws" shall be broadly construed to mean and refer to all amendments, modifications, substitutions, and replacements of Current Laws, together with all federal, state, and local laws, ordinances, regulations, orders, and decrees of bodies, public authorities or tribunals having any jurisdiction or authority over the parties or any matters relating to this Agreement, to the extent that the foregoing may be controlling for this Agreement, and passed, entered, or enacted subsequent to the Effective Date hereof.

2.1 Scope of Services.

(a) Except as otherwise provided in Paragraph 2.4 or elsewhere in this Agreement, throughout the Term of this Agreement, Contractor shall provide, at its sole cost and expense, all labor and administrative support, necessary to perform the services described in the ITB ("Services"). Contractor shall

further comply with all terms and provisions of this Agreement.

(b) Contractor shall perform the Services in accordance with all applicable State and Federal laws, rules, regulations, and City of Port Orange ordinances and in accordance with applicable City guidelines, procedures, and policies and/or regulations.

2.2 Cooperation with Other Contractors.

(a) Contractor shall fully cooperate with the City and it shall diligently endeavor to perform its Services in a manner that will promote integration, synergism, and efficiency among Contractor, the City, and the other contractors for the City. Contractor shall not commit nor permit any action on the part of its employees or agents that might unreasonably interfere with the performance of work by any other contractor of the City.

(b) If Contractor asserts that other contractors have hindered or interfered with the progress or performance of the Services, the City shall use diligent, good faith efforts to aid in resolution of the conflict between Contractor and such other contractors. In such circumstances, Contractor's sole remedy for hindrance or interference caused by such other contractors shall be to seek legal recourse against such other contractors, and the City shall have no liability on account of such hindrance or interference.

2.3 Services Performed. The Services to be performed by Contractor shall be performed within or with respect to the City of Port Orange.

2.4 Termination for Convenience of City.

(a) The City shall have the right, at any time during the term of this Agreement, and for any reason whatsoever in the City's sole discretion, to terminate this Agreement with respect to all or any portion of the Services (such total or partial termination being referred to hereinafter as a "Termination for Convenience"). The City may exercise its right of Termination for Convenience by furnishing to Contractor written notice of its election to do so, which notice shall specify the Services that the City has elected to remove from the scope of this Agreement. The Termination for Convenience as to such Services shall be effective thirty (30) days following the date of the receipt of such notice by the Contractor. In that event, all references herein or in the ITB to "Services" shall be deemed to refer only to those operation and management tasks that continue to be required to be performed by Contractor hereunder.

(b) As of the date upon which a Termination for Convenience is effective, the City shall reduce the Contract Amount so as to omit payment for those elements of work and Services as to which the City exercised its right of Termination for Convenience; provided, however, such reduction shall be in accordance with the provisions of Paragraph 6.1 of this Agreement.

(c) In no event shall a Termination for Convenience be deemed a default by the City under this Agreement or the ITB, and a Termination for Convenience shall not subject the City to any penalty, claim for damages, liquidated damages, or any other claim of any type by Contractor.

2.5 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.

2.6 Ownership of Documents, Inventions and Copyrights.

(a) The City is and shall be and remain the sole owner of all rights including copyrights, trademarks, patent rights, and other intellectual property rights, with regard to any and all reports, plans, documents, software, data, and items developed with respect to the performance of this Agreement. Contractor may not use such materials in any way, other than in performance of its Services under the terms of this Agreement, without the prior written consent of City, which may be granted or denied in the City's sole discretion. If the City consents to use of any materials or rights described in this subparagraph by Contractor, Contractor may use such materials or rights in a manner consistent with such consent, but such use shall be at Contractor's sole risk and without representation or warranty of the City.

(b) As permitted by the Florida Statutes, information generated in connection with this Agreement shall be the property of the City. Contractor shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of its duties hereunder, without the City's prior written consent, which may be withheld or granted in the sole discretion of the City.

2.7 Applicable Laws and Regulations. Contractor shall perform the Services in compliance with the standards and requirements set forth herein in the scope and services, applicable laws, rules, statutes, ordinances, regulations, and good business practices.

3.1 Term of Agreement

(a) Except as otherwise stated herein, the term of this Agreement shall be for a period of three (3) years (referred to hereinafter as the "Initial Term"), measured from the Effective Date (as defined in this Article III) unless sooner terminated. This Agreement shall be automatically extended at the end of the Initial Term for two (2) one-year periods, unless either Party notifies the other, in writing, at least thirty (30) days prior to the end of the term then in effect. Annual renewals shall be subject to review and approval by the City Manager.

(b) The parties understand and agree that at the expiration of this Agreement or any extension thereto, the City shall in no way be further obligated to Contractor and shall not be impaired from negotiating with and contracting with any other publicly or privately-owned entity wishing to offer Services to the City.

(c) In the event this Agreement is not extended or otherwise renewed, the Contractor shall surrender possession of all the City property immediately upon its expiration and remove all other personal property, Contractor, its directors, officers, employees, agents and/or subcontractors from the City of Port Orange no later than five (5) days following the Agreement's expiration.

(d) Pursuant to the requirements of Florida Law and the City of Port Orange Code of Ordinances, the City's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the City Council.

3.2 Effective Date. The effective date, upon which Contractor shall commence performing the Services and upon which date the Term shall commence, shall be the date designated by the City in a written notice to proceed.

4.1 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.

4.2 Relationship Between City and Contractor.

(a) Contractor is intended to be and shall be an independent contractor of the City in performance of its duties hereunder, and nothing shall be construed as creating any relationship other than that of owner and independent contractor, nor shall there be deemed to exist any relationship whatsoever between the City and contractor's employees. The personnel who assist Contractor in the performance of Services under this Agreement shall at all times be employees of Contractor and not employees of The City. Contractor shall pay all wages, salaries, and other amounts due to its employees in performance of the duties set forth in this Agreement and shall be responsible for all reports and obligations respecting such employees, including but not limited to Social Security tax, income tax withholding, unemployment compensation, worker's compensation, employee benefits, and similar matters.

(b) Contractor shall be solely responsible for all civil liability due to negligent acts or omissions of its employees or agents resulting in accidents, injuries, or death to persons or property damage during its management and delivery of Services. All personal property of the Contractor utilized in the performance of Services shall be at the sole risk of the Contractor, including, without limitation, risks arising from any environmental damage or liability, theft or vandalism.

(c) The City shall be a third-party beneficiary to the Contractor's contracts for the delivery of Services with any provider or Subcontractor and in the event terms of those contracts shall conflict with any terms and conditions in this Agreement, the terms and conditions in this Agreement shall prevail.

4.3 Removal. Promptly upon written request of the City, Contractor shall remove from activities associated with or related to the performance of this Agreement any employee whom the City considers (for any reason not prohibited by law, in the City's sole discretion) unsuitable for such work. Such employee shall not be reassigned to perform any work relating to the Services except with the express written consent of the City. No compensation in any form shall be paid to Contractor by the City in consideration for the right of removal described in this paragraph or in consideration of the exercise thereof.

4.4 Drug-Free Workplace Requirements. Throughout the Term, Contractor shall provide a drug-free workplace by establishing a drug-free workplace and program in compliance with the ITB and City policy.

4.5 Compliance With Workplace Laws.

(a) Throughout the Term, while performing under this Agreement, Contractor, its agents, employees, and subcontractors shall observe and fully comply with all Current Laws and Future Laws that pertain to workplace safety, labor, or employment. Without limiting the generality of the foregoing, Contractor shall comply in all respects with the Americans With Disabilities Act of 1990, codified at 42 U.S.C. Section 12101 et seq., as it may be modified or amended from time to time hereafter, together with

all regulations promulgated from time to time thereunder.

(b) Contractor shall prominently post and publish all employment notices and Information required to be published by any applicable law, rule, regulation, or ordinance from time to time in effect, for review and consideration by its employees.

(c) Contractor, its agents and subcontractors shall provide to their respective employees a work environment free of harassment, and shall make all reasonable accommodations on behalf of employees that may be required by applicable laws and regulations from time to time in effect.

(d) Contractor acknowledges that its employees, agents, Subcontractors, and the employees and agents of Contractor's subcontractors and their agents, are not employees or agents of the City and that Contractor will not be acting as the City's agent or on its behalf for purposes of complying with laws and regulations pertaining to workplace safety, labor, or employment.

(e) To that end, Contractor shall defend, indemnify and hold harmless the City from any damages, claims, costs, or liabilities resulting from a violation or breach attributable solely to Contractor, its agents, employees, or subcontractors of any of the representations or undertakings in this Paragraph 4. This indemnification specifically includes, but is not limited to, court costs and attorneys' fees incurred by the City as a result of Contractor's violation or breach.

4.6 Contract Administrator. The City may designate a member of its staff pursuant to Paragraph 12.4 to act on behalf of the City as the Contract Administrator for administering this Agreement, with the exception of items, which would require City Council approval. The staff designee shall initially be as follows:

Jamie Miller, PHR
Administrative Services Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5562
E-Mail: jmiller@port-orange.org

The City's Contract Administrator shall:

(a) Serve as the liaison between Contractor and the City on all matters relating to this Agreement.

(b) Shall be responsible for ensuring that any information supplied by Contractor is properly distributed to the City management personnel, and appropriate staff.

(c) Shall be responsible for the day to day monitoring and assessment of the quality of Services provided by Contractor under the terms and conditions of this Agreement.

(d) Coordinate the contract with other City staff that may be designated to assist in carrying out the functions and Services under this Agreement.

4.7 Notices.

(a) All Notices required or to be given hereunder shall be in writing and shall be deemed to have been properly given on the third day after being deposited in the United States mail, with adequate

postage, and sent by registered or certified mail with return receipt requested, to the appropriate party at the addresses set out below, or when delivered after being deposited with a nationally recognized overnight courier such as Federal Express, Express Mail, or other overnight delivery service for next-day delivery:

TO THE City:

Jamie Miller, PHR, Administrative Services Director
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5562

With a copy to:

Shannon Balmer, Assistant City Attorney
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5525

TO THE CONTRACTOR:

Ven, LLC d/b/a Daytona Employment
Claire Venables, Managing Member
609 South Ridgewood Avenue
Daytona Beach, Florida 32114
(386) 253-3333 – Telephone
(386) 255-0033 – Facsimile
E-Mail: Claire@daytronaemployment.com

(b) Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior written notice of the address change.

4.8 Equal Employment Opportunity.

(a) Contractor shall ensure equal employment opportunity without regard to race, color, national origin, sex, age, religion, or disability and ensure that no distinctions are made among persons, and no decisions are made regarding individuals, on the basis of race, color, religion, age, gender, disability, or national origin.

(b) Throughout the Term, Contractor shall strictly comply with all applicable provisions of Title VI of the Civil Rights Act of 1964. Contractor maintains an Equal Employment Opportunity Policy, a Discrimination, Harassment and Retaliation Policy and an Open Door Policy and shall keep complete and accurate records of all procedures and decisions relating to hiring of individuals within minority classes. Those records shall be available to the City at Contractor's office, for review and copying, at all reasonable times and without prior notice.

4.9 Notification of Conviction of Crimes. To the extent that it has or becomes aware of such information or should reasonably become aware of such information, Contractor shall notify the City if any of their officers, directors, or executives, or employees of any Subcontractors are convicted, of any crime, if

such individuals have expended substantial time or effort on behalf of Contractor in connection with the furnishing of Services under the terms of this Agreement or might reasonably be expected to do so at a future time. Such notification shall be made no later than ten (10) days after the occurrence of the conviction, and failure to do so shall be an Event of Default hereunder (as defined in Article IX).

5.1 Assignment Rights and Limitations.

(a) The City has selected Contractor to perform the Services based upon characteristics and qualifications of Contractor and its employees. Therefore, Contractor may not assign, delegate, or subcontract its rights or obligations under this Agreement without the prior written consent of the City, which consent the City may grant or withhold in its sole and absolute discretion. Any attempt by Contractor to assign or to subcontract any performance of this Agreement without such consent shall be null and void and shall, at the City's option, constitute a default under this Agreement.

(b) Contractor may assign its rights to receive payment under this Agreement with the City's prior written consent, which consent shall not be unreasonably withheld.

(c) The City may assign all or any portion of its rights under this Agreement without consent of or advance notice to Contractor.

5.2 Subcontracts.

(a) Subject to the right of the City to review and approve or disapprove subcontracts in accordance with this Section, Contractor shall be entitled to subcontract some of the Services performed to other entities. The subcontracts executed by Contractor in accordance with the terms of this Agreement (including vendor contracts) may be referred to herein as "Subcontracts" and the subcontractors thereunder may be referred to herein collectively as "subcontractors."

(b) All Subcontracts must contain the following provisions:

- (i) The Subcontract must provide that it is assignable to the City (or its successor in interest under the terms of this Agreement) without the prior approval of the parties thereto, and that the assignment thereof shall be effective upon receipt by the subcontractor of written notice of the assignment from the City. Upon such event, the City shall be deemed to assume the obligations of Contractor under the Subcontract, but only to the extent such obligations accrue from and after the date of the assignment.
- (ii) Each Subcontract must require the subcontractor to comply with the terms of this Agreement and must require the Subcontractor to carry forms and amounts of insurance satisfactory to the City in its sole discretion. The City shall be listed as an additional insured in such insurance policies (other than workers' compensation policies), and copies of insurance certificates and policies shall be delivered to the City upon request.
- (iii) All warranties (express and implied) of each Subcontractor shall inure to the benefit the City and its successors and assigns.

(c) All Subcontracts shall be subject to the City's prior written approval as to the general form of the Subcontract and the identity of the subcontractor, which approval may be granted or withheld in the sole discretion of the City. The City may waive the right to approve a particular Subcontract, but such

waiver shall not affect the City's right to review and approve or disapprove other Subcontracts. The City's approval of a Subcontract shall not be deemed a warranty of any nature. Following approval of a Subcontract, Contractor shall not be entitled to terminate such Subcontract without first obtaining the City's written approval of Contractor's arrangements for performance of the work covered by such Subcontract.

6.1 Compensation.

(a) As compensation for the timely performance of the Services in compliance with the terms of this Agreement, the City will pay Contractor pursuant to the provisions of this Agreement and the ITB.

(b) Notwithstanding anything herein or in the ITB or Contractor's Proposal to the contrary, assuming that Contractor timely performs the Services in accordance with the terms of this Agreement and a Termination for Convenience does not occur, the Total Compensation (as herein defined) paid to Contractor under this Agreement is limited to an amount not to exceed the budget appropriation for each fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended (the "Maximum Total Compensation").

(c) If the City shall cause a partial Termination for Convenience during any Term Year by terminating Contractor's right and obligation to perform a portion of the Services, the amounts of Maximum Total Compensation for the Term Year during which such partial Termination for Convenience is effective shall be reduced by the same proportion as the ratio of Services to be performed has been reduced. The reduction in Maximum Total Compensation shall be effective for as long as the reduction in the scope of Services to be performed is effective.

(d) If a total Termination for Convenience shall occur during the Term, the Maximum Total Compensation (as set forth in subparagraph (b)) to be paid to Contractor during the Term during which such Termination for Convenience is effective shall be a prorated amount, based upon the portion of such Term during which this Agreement is in effect. No compensation shall be paid to Contractor following the effective date of such termination.

(e) For purposes of this Paragraph 6.1, the terms "Total Compensation" and "Term Year" shall be defined as follows:

(i) "Total Compensation" shall mean the terms of this Agreement and the attached [Insert Date] Addendum [Insert Number] to Existing ITB from the Contractor.

(ii) A Term Year shall be the year period that commences on the Effective Date.

(f) The City may withhold any portion of a required payment if either:

(i) A portion of the Services for which the payment has been requested has not been performed in accordance with the requirements of this Agreement, or

(ii) Contractor has failed to submit the required documentation supporting the portion of such payment in accordance with the requirements of this Article, the Agreement and the ITB.

g) The City may withhold all of a payment requested in an invoice if:

(i) A substantial portion of the Services described in the invoice has not been performed in accordance with the requirements of this Agreement;

(ii) Contractor has failed to submit the required documentation supporting a

substantial portion of the Services described in such invoice in accordance with the requirements of this Article, the Agreement, or the ITB; or

- (iii) Defects in or omissions from the invoice or the required supporting documentation otherwise cause the City to question or dispute the accuracy of the invoice as a whole.

(h) If the City withholds all or any portion of a payment in accordance with this Paragraph 6.1, City shall pay Contractor an amount determined in accordance with the terms of this Agreement, promptly upon receipt by the City of additional required documentation or following resolution of outstanding issues or disputes, as the case may be.

(j) The fiscal impact of changes in State and Federal law or County ordinances as defined in Section 1.4 herein, which substantially reduces the Total Compensation received by the Contractor under this Agreement may become the subject of negotiations between the parties relating to claims for additional compensation by the Contractor.

6.2 Invoice for Payments and Required Documentation. A payment (as provided in Section 6.1 hereof) will be made by the City in accordance with the Florida Prompt Payment Act only after Contractor has submitted the following documentation to the City, which documentation shall be accepted, subject to the City's review and approval.

(a) An invoice in a form acceptable to the City, with supporting documentation as reasonably required by the City.

(b) A certificate describing all outstanding claims and potential claims, if any, as of the date of the invoice.

6.3 Payment Terms. To the extent Services for which payment has been requested have been performed in accordance with the provisions of this Agreement, and to the extent that an invoice and the documentation described in Paragraph 6.2 has been submitted to the City with respect to such Services, the City shall pay Contractor for the performance of the Services within 45 days of receipt of invoice.

7.1 Contractor Responsibility.

(a) Contractor shall take all reasonable precautions in the performance of the Services and shall cause its employees, agents, and subcontractors to do the same. Contractor shall be responsible and liable for any damage, injury, or loss to the following described persons and property, but only to the extent that such damage, injury, or loss in whole or in part are caused by or arise out of acts or omissions of Contractor or its employees, agents, officers, or subcontractors, or any other persons for whom Contractor may be legally or contractually responsible or out of a failure of Contractor to comply with the terms of this Agreement unless, and to the extent, such damage, injury or loss is attributable to the City's direction, control or supervision of the employees furnished by the Contractor. The Contractor shall be responsible and liable for the persons and property described herein, for the following:

- (i) all employees of Contractor and the subcontractors and other persons who would reasonably be expected to be affected by the performance of the Services.
- (ii) other property of Contractor and its employees, agents, officers, subcontractors, and all other persons for whom Contractor may be legally or contractually

responsible on or adjacent to areas upon which Services are performed.

(iii) members of the public and their personality.

(b) Contractor shall comply, and shall cause its employees, agents, officers, Subcontractors, and all other persons for whom Contractor may be legally or contractually responsible to comply, with all Current Laws and Future Laws relating to the safety of persons and property and their protection from damage, injury, or loss.

(c) Contractor shall be responsible for all damage and loss that may occur with respect to any and all property in any way involved in the provision of Services by Contractor, whether such property is owned by Contractor, the City or any other person, to the extent such damage or loss shall have been whole and in part caused or brought about by the acts or omissions of Contractor or its employees, agents, officers, subcontractors, or any other persons for whom Contractor may be legally or contractually responsible unless, and to the extent, such damage, injury or loss is attributable to the City's direction, control or supervision of the employees furnished by the Contractor.

(d) Contractor shall ensure that all of its activities and the activities of its employees, agents, officers, subcontractors, and all other persons for whom Contractor may be legally or contractually responsible are undertaken in a manner that will minimize the effect on property and the public.

7.2 Indemnifications by Contractor.

(a) Contractor shall defend, indemnify and hold harmless the City and each and every individual that is now (or may in the future become associated with the City, including its elected and appointed officials, officers, directors, agents, consultants, and employees (collectively referred hereinafter to as the "Indemnified Parties") from and against any and all losses, penalties, interest, demands, judgments, claims, causes of action, suits, legal or administrative proceedings, damages, losses, liabilities, response costs, fees, costs and expenses (including, without limitation, reasonable attorneys', paralegals,' and expert witness fees and costs that may be incurred, whether for personal injury, death, property damages, direct or consequential damages or economic loss including environmental impairment) arising out of, relating to or resulting from in whole or in part:

- (i) The negligent performance by Contractor (or its employees, agents, officers, subcontractors, or any other persons for whom Contractor may be contractually or legally responsible) of the Services or other duties or obligations set forth in this Agreement (including the ITB and the Scope of Services) or the material failure to perform the Services in the manner herein required.
- (ii) The failure of Contractor (or its employees, agents, officers, subcontractors, or any other persons for whom Contractor may be contractually or legally responsible) to comply with any applicable law, rule, ordinance, regulation, or statute in performing the Services or other duties or obligations set forth in this Agreement.
- (iii) Any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions in performance of the Services or other duties or obligations set forth in this Agreement.
- (iv) Any negligent act or omission of Contractor (its employees, agents, officers,

subcontractors, or any other persons for whom Contractor may be contractually or legally responsible), including, but not limited to, any negligent act or omission that may cause, result in, or contribute to the injury to or death of persons, or the damage to or loss of property.

- (v) The assertion by any contractor, subcontractor, or other person that inconvenience, disruption, delay or loss has been caused by actions or interference of Contractor (or its employees, agents, officers or subcontractors or any other persons for whom Contractor may be contractually or legally responsible), or other failure of Contractor (or its employees, agents, officers or Subcontractors or any other persons for whom Contractor may be contractually or legally responsible) to cooperate reasonably with such contractors, subcontractors or other persons.

(b) The City and Contractor agree the first \$100.00 of this Agreement's compensation paid by the City to Contractor shall be given as separate consideration for this indemnification and any other indemnification of the City by Contractor provided for within this contract document, the sufficiency of such separate consideration being acknowledged by Contractor's acceptance and execution of the Agreement. Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. Contractor agrees to pay on behalf of the Indemnified Parties, as well as provide payment for a legal defense for the Indemnified Parties, both of which will be done only if and when requested by an Indemnified Party for all claims made. Such payment on the behalf of the Indemnified Parties shall be in addition to any and all other legal remedies available to the Indemnified Parties and shall not be considered to the City's exclusive remedy under the terms of or as a consequence of any workers' compensation, disability benefit, or other employee benefits laws.

7.3 Liability for Failure for Employee Theft. Without limiting the generality of the provisions of this Paragraph, Contractor shall reimburse the City in the amount of any and all funds or property that are lost or converted by reason of theft, fraud, dishonesty, embezzlement, false reporting or conversion by Contractor, its employees, agents, officers, Subcontractors or others under control of Contractor, or for whose actions Contractor is legally or contractually responsible. Contractor shall promptly notify the City of any such losses, and shall pay such amounts to the City on or within thirty (30) days after the date that the loss is discovered. Contractor may, at its option, obtain employee fidelity bonds or other insurance coverage with respect to the losses described in this subparagraph, but the absence of such coverage shall not limit Contractor's liability to the City.

7.4 No Effect on Other Rights. The obligations set forth in this Article shall not be construed to negate, abridge, or reduce other rights or obligations that otherwise would exist in favor of a party indemnified hereunder.

8.1 Issuers of Insurance. Contractor shall procure, at its own expense, insurance acceptable to the City as described herein and shall maintain the insurance in full force and effect throughout the Term in the manner specified herein. All Insurance shall be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class VIII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by the City in its sole and absolute discretion. Failure to maintain the requisite insurance in place throughout the Term hereof shall be an Event of Default by Contractor hereunder.

8.2 Insurance Coverage.

(a) All insurance policies required to be obtained by Contractor under this Agreement shall be underwritten by insurance companies licensed to do business in the State of Florida and having Best ratings of at least A-V I. and such policies and the terms thereof shall be subject to review and approval of the City. Contractor shall obtain endorsements to all policies and certificates of insurance providing that:

- (i) no cancellation, non-renewal, or reduction in coverage shall be effective unless the insurer first gives the City thirty (30) days' written notice.
- (ii) the policies are primary, and not contributing, with respect to any insurance that may be carried by the City.
- (iii) with respect to workers' compensation and employer's liability policies, and with respect to other policies to the extent allowed by law and available without voiding insurance coverage the insurer waives its right of subrogation against the City, and its respective council members, directors, officers, employees and agents.

(b) Contractor shall promptly furnish the City with certificates evidencing the existence of the insurance coverage herein required upon receipt. Contractor may obtain for its own account any insurance not required under this Agreement. Certificates shall be current ACCORD form and shall reflect additional insurance requirements as may be required herein.

(c) If Contractor fails or refuses to procure or maintain insurance as required by this Agreement or fails or refuses to furnish the City with evidence that the insurance has been procured, is in force and has been paid for, the City shall have the right, at its election, and following ten (10) days written notice to Contractor, to procure and maintain such insurance pursuant to Paragraph 8.8. The premiums paid by the City shall be offset against payments that otherwise would be due to Contractor under this Agreement.

8.3 Forms of Insurance Coverage and Minimum Limits. Contractor shall maintain insurance policies throughout the Term with the following coverages and minimum limits.

(a) Commercial General Liability Insurance, with limits of \$500,000.00 per occurrence and \$1,000,000.00 aggregate, including coverage parts of Bodily injury, Broad Form Property Coverage, Personal Injury, Independent Contractors, Blanket Contractual Liability, and Products and Completed Operations. Liability insurance shall be pursuant to current ISO simplified form. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by Contractor under this Agreement.

(b) Automobile Liability (for bodily injury, death and property damage) with a minimum combined single limits of \$500,000.00 for each accident for all hired, owned and non-owned vehicles.

(c) Workers' Compensation Insurance Coverage, including all coverage required under the laws of the State of Florida (as amended from time to time hereafter) and Employer's Liability Coverage in the amount of \$500,000.00 per accident, \$500,000.00 per illness, and \$500,000.00 annual aggregate illness.

(d) Errors and Omissions coverage limits of \$1,000,000.00.

(e) Excess liability coverage with limits of \$1,000,000.00 with terms and conditions no more restrictive than the underlying forms.

8.4 Endorsements With Respect to Liability Coverage. All general liability and automobile liability policies must contain, or must be endorsed to contain, the provisions set forth below:

(a) The City, its respective council members, directors, officers, employees and agents shall be additionally insured with respect to any and all liability arising out of the work required under this Agreement only to the extent that such board members, directors, officers, employees and/or agents direct, control or supervise the employees provided by the Contractor.

(b) For any claims related to Contractor's responsibilities under this Agreement, Contractor's insurance coverage shall be primary insurance with respect to the City and its respective board members, directors, officers, employees and agents. Any insurance or self-insurance maintained by the City, or their respective members, directors, officers, employees and agents, shall be excess of Contractor's insurance and shall not be contributory with Contractor's coverage.

(c) Any failure on the part of Contractor to comply with reporting provisions or other conditions of the policies, any breach of warranty, or any action or inaction of Contractor or others, shall not affect coverage provided to the City, and its respective board members, directors, officers, employees and agents.

(d) Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(e) To the extent allowed by law, and to the extent such endorsements are available without voiding primary coverage, each policy shall waive any right of subrogation against the City and/or, and its respective board members, directors, officers, employees and agents.

8.5 Miscellaneous Provisions With Respect to Contractor's Insurance Coverage.

(a) To the extent that Contractor engages any subcontractors for the Services to be performed under this Agreement, Contractor shall require each subcontractor to include the City and its respective board members, directors, officers, employees and agents, as additionally insured under such subcontractor's general liability and automobile liability insurance policies. Contractor shall have sole responsibility for determining the amount of coverage required to be obtained by subcontractors, which determination shall be made in accordance with requirements established by Contractor's insurance company.

(b) The procurement of required policies of insurance shall not be construed to limit Contractor's liability hereunder or to fulfill the indemnification provisions and requirements of this Agreement.

(c) Any deductibles or self-insured retentions for Contractor's liability insurance must be declared to and approved by the City.

(d) From time to time during the Term, the City may notify Contractor of changes to the City's requirements with respect to insurance coverage, and Contractor shall promptly cause corresponding changes to be made in its coverages, to the extent commercially feasible. The City shall reimburse Contractor for additional costs arising from such changes.

(e) Except as otherwise provided in subparagraph (d), in no event shall the City be liable for payment of premiums or other amounts with respect to insurance coverage carried or required to be carried by Contractor or any Subcontractors.

(f) The insurance requirements set forth in this Article are not intended as, and shall not be deemed a basis for, a waiver of the City's sovereign immunity, or the sovereign immunity of any state agency or political subdivision named on the required insurance policies.

8.6 City's Right to Remedy Breach by Contractor. If Contractor fails to provide insurance as required herein, the City or its assignees will have the right, but not the obligation, to purchase such insurance after giving the Contractor thirty (30) days' notice to cure this default. In such event, the amount paid for such insurance will be credited against the next accruing payment or payments that otherwise would be made by the City to Contractor under this Agreement. To the extent the City incurs any damages (not including amounts paid for insurance coverage during the sixty (60) day period) within the above sixty (60) day period, which are directly and solely attributable to the Contractor failing to provide insurance as required herein, the amount of such damages will be credited against the next accruing payment or payments that otherwise would be made by the City to Contractor under this Agreement.

8.7 Financial Information and Status. Contractor shall promptly notify the City in writing of the occurrence of any material adverse change in the financial condition, business, prospects, affairs or operations of any Related Party or any of its properties or assets, or of the existence of any material impairment of the right or ability of the Contractor or any Related Party to carry on its operations as currently conducted. For purposes of this paragraph, Related Party ("Related Party"), shall mean any parent, subsidiary, affiliate, managing entity, partner, corporate, subcontractor, or other legal entity possessing an interest in the ownership and/or operation of the Contractor.

9.1 Default by Contractor.

(a) The occurrence of any one or more of the following events shall constitute an event of default by Contractor (including any Partner) under this Agreement (each such event being hereinafter referred as an "Event of Default"):

- (i) Failure of Contractor or any subcontractor to secure or maintain in place at all times during the Term of this Agreement any bond or any policy of insurance of the type and with the coverage herein required.
- (ii) Dishonesty, embezzlement, or false reporting of financial information by Contractor or its employees, agents, officers, subcontractors, or others under control of contractor; willing or knowing participation by Contractor in a fraud; failure of Contractor to promptly report in writing to the City the occurrence of any theft, fraud, dishonesty, embezzlement, false reporting or conversion by Contractor, its employees, agents, officers subcontractors, or others under control of Contractor or for whose actions Contractor is legally or contractually responsible.
- (iii) Failure of Contractor to promptly reimburse the City for any loss or damage to the City or its property.
- (iv) Refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes and

made or received by the Contractor in conjunction with this Agreement.

- (v) Conviction of any employee or affiliate of Contractor of a public entity crime, or placement of the names of Contractor or any employee, or affiliate of Contractor on the convicted vendor list established and maintained by the State of Florida Department of Management Services. For purposes of this subparagraph, the terms "affiliate", "convicted vendor list" and "public entity crime" shall have the meanings assigned by, Section 287.133, Florida Statutes as it may be modified, amended, replaced or substituted from time to time hereafter.
- (vi) Change in structure or ownership of the Contractor so that an interest of twenty-five (25) percent or more is owned or controlled by a foreign country, any political subdivision or agency of a foreign country, any business entity, which is incorporated in a foreign country and/or has its principal place of business in a foreign country or a foreign-born individual who is not naturalized US citizen.
- (vii) Unreasonable or unexcused delay or discontinuance by Contractor of the Services to be performed pursuant to this Agreement.
- (viii) To the extent allowed by law, filing by Contractor of a petition in bankruptcy or for reorganization or for an arrangement pursuant to any federal or state bankruptcy law or any similar federal or state law; adjudication of Contractor as a bankrupt or insolvent; assignment by Contractor for the benefit of creditors; admission in writing by Contractor of its inability to pay its debts generally as they become due; filing of a petition or answer proposing the adjudication of Contractor as bankrupt or insolvent pursuant to any federal or state bankruptcy law or similar federal or state law in any court, and failure of Contractor to discharge such petition or answer within ninety (90) days after the filing thereof.
- (ix) Appointment of a receiver, trustee or liquidator of Contractor, or of all or substantially all of its assets, in any proceeding, and failure of Contractor to cause such appointment to be canceled or discharged within ninety (90) days after such appointment, if the appointment was not requested by Contractor.
- (x) Failure by Contractor to satisfy or post bond with respect to any final judgment against it within ten (10) days of entry of the judgment.
- (xi) Attempt by Contractor to assign its rights or delegate its obligations in contravention of the terms of this Agreement, or execution by Contractor of a Subcontract in violation of the terms of this Agreement.
- (xii) Failure of Contractor to pay in full, as and when due, any amount that may be or become properly due and payable to the Internal Revenue Service, the Florida Department of Revenue, any employee pension or retirement plan, any Subcontractor or any other entity that furnishes goods, services, or personnel to aid or assist Contractor in performance of the Services. If Contractor, in good faith, disputes the amount of a payment alleged to be due, or disputes whether or not a payment actually is due, Contractor may withhold the disputed payment from the alleged payee until Contractor and the alleged payee resolve the dispute through

negotiation, litigation, or otherwise, but only so long as:

(A) Contractor continues performing the Services in the manner herein required during the resolution of the payment dispute, and there is no adverse impact on the services provided.

Upon request of the City, Contractor will advise the City of the status of any dispute over amounts allegedly due and payable by Contractor to a third party with whom a dispute exists as described herein.

- (xiii) Failure of Contractor to furnish information required under the terms of Article VIII hereof, as and when required.
- (xiv) The occurrence of any event or circumstance (whether in connection with the performance of the Services or otherwise) that causes the City to have reasonable concerns as to the ability (financial or otherwise) of Contractor or any Subcontractor to perform the Services in the manner herein required.
- (xv) Failure by Contractor to perform any component of the Services in a manner acceptable to the City in its reasonable discretion, or material failure by Contractor to otherwise perform its obligations under this Agreement or to substantially comply with any terms or provisions set forth herein, in the ITB, or in scope of services, as it may hereafter be amended, modified, or supplemented from time to time.

9.2 Event of Default by the City. The failure of the City to make payments to Contractor at the times and in the amounts required by this Agreement shall constitute an Event of Default by the City under this Agreement.

9.3 Rights of Non-Defaulting Party Upon Occurrence of Event of Default.

(a) If Contractor commits an Event of Default hereunder the City shall be entitled to exercise any or all of the following remedies, in addition to any or all other remedies or rights provided by law or equity to which the City may resort, cumulatively or in the alternative, and in addition to such other rights and remedies elsewhere set forth in this Agreement:

- (i) The City may terminate this Agreement and Contractor's rights hereunder by giving Contractor a notice of termination. On the fifteenth (15th) day following such termination notice, or on the date specified in such notice, if later, Contractor's rights hereunder shall terminate. To the extent that any duties, obligations, or liabilities of Contractor shall have accrued as of the effective date of termination, such duties, obligations, and liabilities shall survive the termination of this Agreement.
- (ii) The City may terminate some but not all of Contractor's rights hereunder by modifying the definition of Services to exclude therefrom those Services as to which the Event of Default has occurred. The City shall give Contractor notice of those Services to be terminated and, on the fifteenth (15th) day following such termination notice, or on the date specified in such notice, if later, Contractor's obligation to perform such Services, and its rights to be paid for the performance thereof, shall terminate.

- (ii) If the Event of Default consists of a failure of Contractor to perform an obligation or duty in the manner or within the time required under the terms of this Agreement, the City may either perform such obligation or duty or retain another party to perform such obligation or duty, in either case offsetting the cost of such performance against the payments otherwise due by the City to Contractor under this Agreement.
- (iv) The City may collect from Contractor, or may offset against amounts due or to become due to Contractor under the provisions of this Agreement, all costs and expenses incurred by the City or damages or liabilities suffered by the City due to the occurrence of the Event of Default.
- (v) The City may bring any action at law or equity for emergency, provisional or temporary relief (including, without limitation, injunctive relief, attachment, or extraordinary writ) or may exercise self-help remedies or other efforts or attempts to minimize damage that would otherwise accrue as a result of the occurrence of Contractor's Event of Default.
- (vi) In the event the City determines that a material breach of this Agreement has occurred and that the public's health, safety, and/or welfare is now endangered, the City Council in a public hearing may order Contractor to immediately cease its operations. In that event, Contractor shall agree to cooperate completely with the City to affect the immediate takeover of its Services operations. Such a takeover shall be affected immediately or in no case later than 72-hours after the approval by the City Council of said action. These provisions are specifically stipulated and agreed to by both parties to be reasonable and necessary for the protection of the public's health, safety, and welfare, and any legal action, concerning the dispute of the City's determination that a material breach has occurred, shall be initiated and shall take place only after the emergency takeover of Services.
- (vii) Contractor understands and agrees that the failure on the part of the Contractor to cooperate fully with the City to effect a safe and smooth transfer of Services operations during an emergency as set out in Paragraph 9.3 (vii) shall not itself constitute a material breach of this Agreement, even if it is later determined that the original material breach declaration was initiated erroneously by the City Council.

(b) Notwithstanding anything in the ITB to the contrary, the parties have not agreed upon or established a measure of liquidated damages in the event of an occurrence of an Event of Default by the Contractor hereunder.

9.4 Default Notice: Remedies.

(a) If an Event of Default occurs hereunder, as a condition precedent to exercising any other rights or remedies as a result of such Event of Default, the party claiming an Event of Default has occurred shall send written notice to the other party, specifying the circumstances constituting the default (referred hereinafter as the "Default Notice").

(b) Notwithstanding anything herein to the contrary, the City may seek or

pursue any and all remedies available to it, immediately and without providing any curative rights or periods or, if an Event of Default is:

- (i) An Event of Default of a type or nature described in Paragraph 9.1(a)(1); 9.1(a)(vi); 9.1(a)(vii); 9.1(a)(viii); 9.1(a)(ix); 9.1(a)(xi); 9.1(a)(xii); 9.1(a)(xiv); or 9.1(a)(xv);
 - (ii) An Event of Default of a nature, which endangers the public health or welfare and which requires prompt or immediate remedies or relief;
 - (iii) An Event of Default that is not of a type or nature that renders it susceptible to a meaningful or prompt cure;
 - (iv) An Event of Default of a monetary nature, if the amount in controversy exceeds \$100,000.00;
 - (v) An Event of Default that involves alleged fraud or theft or failure to account for funds;
 - (vi) An Event of Default of a type that would cause the City, or the public to suffer significant or incurable harm or damage if a curative opportunity were granted, or if a speedy resolution is otherwise critical in the City's reasonable opinion.
- (c) Except with respect to the Events of Default identified in subparagraph 9.4(b) or as otherwise provided in subparagraph 9.4(b), if an Event of Default occurs and if either: the defaulting party has not commenced efforts to cure the Event of Default on or before ten (10) days after receipt of Default Notice; or if the defaulting party does not diligently prosecute its efforts to accomplish a cure; or if the defaulting party fails to complete a cure on or before thirty days (30) after receipt of the Default Notice (or such longer or shorter period of time as shall be reasonably required to cure the Event of Default), then the non-defaulting party shall be entitled to attempt to resolve the dispute at a settlement conference in accordance with the provisions of Paragraph 9.5.

9.5 Settlement Conference. If required under the terms of Paragraph 9.4, and if the party who allegedly is in default has not cured the event of default on or within ten (10) days after the initial delivery of the default notice, the parties shall schedule and attend a settlement conference to seek resolution of the dispute. Both parties shall endeavor in good faith to seek a reasonable and equitable resolution of the dispute during such settlement conference.

9.6 Cooperation. Each party shall diligently cooperate with the other in an effort to resolve disputes in the most fair and amicable manner possible, and shall perform such acts as may be necessary to obtain a prompt and expeditious resolution of the dispute.

9.7 Continuing Performance. Following the occurrence of any event of default or alleged event of default, and continuing during any resulting legal proceedings, each party shall continue to perform its duties and obligations under this Agreement unless otherwise specified in this Agreement, unless otherwise agreed or otherwise directed by a court of competent jurisdiction.

10.1 Obligations. Immediately upon expiration or termination of this Agreement, whether at the expiration of the Term or otherwise, the parties shall do the following:

- (a) Promptly upon termination, Contractor shall submit to the City detailed information relating

to each subcontractor and employee of Contractor performing work under this Agreement. This information shall be in sufficient detail so that (i) the City will have the ability to contact each Subcontractor and employee; (ii) the City can easily determine the role or function of each in regard to Contractor's obligations hereunder; and (iii) if it so elects, the City may engage each Subcontractor or employee on substantially the same terms as each had been contracted by Contractor.

(b) Within ten (10) days after Contractor's submission to the City of the information described in subparagraph (a), the City shall notify Contractor, in writing, of each Subcontract (including vending contracts) and employment agreement with respect to which the City has or intends to exercise its right to succeed Contractor.

(c) Within fifteen (15) days after Contractor's submission to the City of the information described in subparagraph (a), Contractor shall cancel or terminate all Subcontracts and employment agreements except those specified in the notice from the City to Contractor as being agreements that it intends to assume.

(d) Contractor shall use its best efforts to cancel or minimize any outstanding Subcontracts and employment commitments or agreements that the City does not intend to assume. Contractor shall initiate settlement of all outstanding liabilities and claims arising out of the commitments or agreements to be canceled. Contractor shall provide the City with an opportunity to review and approve all settlements contemplated with respect to any Subcontract or employee commitment or agreement, so that the City will have (if it so elects) a meaningful opportunity to assume outstanding Subcontracts and employee commitments or agreements. Any settlement shall be subject to approval by the City.

10.2 Assignment. Contractor shall incorporate a provision in all Subcontracts that provide for assignment to the City (at the City's election), as more particularly required by Paragraph 5.2 of this Agreement. Notwithstanding the incorporation of such provisions, at the request of the City, Contractor shall notify the subcontractor of its consent to the assignment of the Subcontract and execute an instrument assigning to the City in writing all of Contractor's rights, title, and interest under any subcontracts that the City desires to assume. At the sole discretion of the City, the City may settle all claims arising out of the cancellation of the Subcontracts.

10.3 Continuing Liability. Termination of this Agreement or any portion thereof, shall not relieve Contractor of its responsibilities relating any completed portions of the Services, nor shall it relieve Contractor's surety, if any, of its obligation for and concerning any claims arising out of the work performed.

10.4 Completion of the Services. If Contractor commits an Event of Default hereunder, the City may enter into an agreement with others for the performance of the Services under the Agreement or may use other methods which, in the opinion of the City, are required for the performance of the Services in an acceptable manner. To the extent that an Event of Default involves an employee(s) that Contractor has agreed to provide the City failing to show for work at the designated start time of the work day, the City shall immediately notify the Contractor by the most expeditious means and the City agrees to give the Contractor up to four (4) hours from the designated start of the work day to provide alternative employees to the City before the City seeks the services of others to provide alternative employees.

11.1 Status of Contractor. Contractor represents to the City that Ven, LLC d/b/a Daytona Employment, is a corporation duly created under the laws of Florida and qualified to transact business in Florida; and that Contractor possesses all permits and licenses necessary under applicable laws to authorize it to perform the Services. These licenses include a certificate of authority in good standing from Florida Department of

State, Division of Corporations.

12.1 Compliance with Tax Laws. The parties intend that the provisions of this Agreement shall comply in all respects with the requirements for management or service contracts promulgated by the Internal Revenue Service in Revenue Procedure 93-19, 1993 C.B. 526 ("93-19"). If the City (in its sole and absolute discretion) determines that any statute, regulation, ruling, announcement, notice, judicial decision, or other matter is enacted, promulgated, issued, released, published, or decided after the publication date of 93-19, which overrules, supersedes, or is inconsistent with 93-19 (a "Subsequent Ruling") and which causes the Agreement to violate the Subsequent Ruling, or if the City (in its sole and absolute discretion) determines that the Agreement does not comply with 93-19 or such Subsequent Ruling, a "Tax Condition" shall be deemed to have occurred. Upon the occurrence of a Tax Condition, the City, and Contractor shall, in good faith, negotiate modifications to this Agreement that would cure the Tax Condition. If the City and Contractor fail to agree to modifications within twenty (20) days after the occurrence of a Tax Condition, the City shall have the sole right to modify this Agreement in any manner that is minimally and reasonably necessary to comply with 93-19 or the Subsequent Ruling, and such modification shall be retroactive to the date The City determines is required to cause the City and this Agreement to comply with 93-19 and the Subsequent Ruling.

12.2 Waiver. This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the parties hereto. No failure by either party to insist upon the strict performance of any covenant, duty, agreement, or condition set forth in this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term, or condition. Any party hereto, by notice, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party hereto. No waiver shall affect or alter this Agreement, but each and every covenant, agreement, term, and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

12.3 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the City and its successors, permitted assigns, and legal representatives, and shall be binding upon and inure to the benefit of Contractor and its permitted successors, assigns and legal representatives. In the event of any assignment of this Agreement in whole or in part by the City, the term "City" as used in this Agreement shall be deemed to mean the assignee of the City, and as such, the assignee shall have all rights accorded to the City.

12.4 Designation of Representatives; Cooperation with Representatives.

(a) The City and Contractor shall each designate an individual (or individuals) who shall be authorized to make decisions and bind the parties on matters relating to the effectuation of this Agreement and the services to be provided hereunder. The designated individuals shall not have the right to make decisions inconsistent with the Agreement, or make amendments thereto or take any action or make any decisions that are not allowed under applicable law. Designations of representatives may be changed by a subsequent writing delivered to the other party. The parties may also designate technical representatives who shall be authorized to investigate and report on matters relating to the Services and negotiate on behalf of each of the parties but who are not authorized to bind the City or Contractor.

(b) Contractor shall cooperate with the City and all representatives of the City. Contractor shall provide such data, reports, certifications, and other documents or assistance reasonably requested by the

City. The provision of such information shall not in any manner diminish Contractor's rights or obligations under any other provision hereof.

12.5 Gratuities. Neither Contractor nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the City gifts, entertainment, payments, loans, or other gratuities. Contractor acknowledges knowledge of the State of Florida's ethics statutes and, to the extent applicable to the Contractor, Contractor agrees to abide with such statutes.

12.6 Conflict of Interest. Contractor hereby certifies that it will completely disclose to the City all facts bearing upon any possible conflicts, direct or indirect, with its performance that it believes any officer, employee, or agent of the Contractor now has or will have. Said disclosure shall be made by the Contractor contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to Contractor. Contractor at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the City.

12.7 Survival. All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, and shall survive the termination of this Agreement.

12.8 Accounting Records, Reports, and Practices.

(a) Contractor shall establish internal financial control practices and maintain accounting records which are accordance with generally accepted standards in the industry and the terms and conditions of this Agreement.

(b) Contractor agrees to provide copies of all forms to be used and notice of all accounting methods, internal controls, and procedures to be used in its reports to the City and when possible adopt methods, controls, and procedures that are compatible with existing methods, controls, and procedures used by the City.

(c) The City shall have unlimited access to all accounting records and supporting documentation during the terms of this Agreement and for a period of five (5) years thereafter. However, the City's right to access shall be exercised following reasonable notice to Contractor. Supporting documentation shall include but is not limited to contracts, leases, vouchers, checks, invoices, receipts, and all other documents relating to any matter, which is the subject of this Contract.

(d) Contractor will submit to the City from time to time such financial reports of its Service operations in a form and format as maybe required by and agreed to by the parties.

12.9 Permits, Licenses, Etc. Throughout the Term, Contractor shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by Contractor; shall pay all charges, fees and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to the City upon request.

12.10 Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of Florida and the parties stipulate that venue for any actions relating to this Agreement shall be Volusia County, Florida.

12.11 Public Records Disclosure. Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event Contractor

fails to abide by the provisions of Chapter 119, Florida Statutes, the City may, without prejudice to any right or remedy and after giving the Contractor and its surety, if any, seven (7) days written notice, during which period Contractor still fails to allow access to such documents, terminate the employment of the Contractor. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable termination expenses incurred by the City may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

12.12 Interpretation. (a) For purposes of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(b) If Contractor discovers any material discrepancy, deficiency, ambiguity, error or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of this Agreement, Contractor may immediately notify the City and request clarification of the City's interpretation of this Agreement.

(c) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one Party may have drafted or prepared any or all of the terms and provisions hereof.

12.13 Severability. The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

12.14 Computation of Periods. References to "days" contained herein shall mean calendar days unless otherwise specified provided that if the date to perform any act or give any notice specified herein (including the last date for performance or provision of notice "within" a specified time period) falls on a Saturday, Sunday or legal holiday, such act or notice may be timely performed on the next succeeding day that is not a Saturday, Sunday or legal holiday. Notwithstanding the foregoing, requirements relating to emergencies and other requirements for which it is clear that the intent is to require performance on a non-business day, shall be required to be performed as specified, even though the date in question may fall on a weekend or legal holiday.

12.15 Headings. The captions of the sections of this Agreement are for convenience only and shall not be deemed part of this Agreement or considered in construing this Agreement.

12.16 Compliance with Laws. Contractor shall keep fully informed regarding, and shall fully and timely comply with, all Current Laws and Future Laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, Contractor shall observe all rules and regulations of federal, state, and local health officials. Contractor shall not require any worker to work in surroundings or conditions that are unsanitary, hazardous, or dangerous to his or her health or safety.

12.17 Audits, Inspections and Testing. Contractor shall permit (at reasonable times) audits, inspections, and testing desired by the City relating to any matter, which is the subject of this Agreement. Such audits,

inspections, and testing shall not relieve Contractor of any of its obligations under this Agreement.

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

12.19 Entire Agreement. This Agreement, including the Exhibits attached hereto, together with the ITB and Contractor's Proposal constitutes the entire and integrated agreement between the parties hereto and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings and agreements, whether written or oral, with respect to the subject matter hereof.

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

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Port Orange signing by its Mayor, authorized to execute this Agreement and Ven, LLC d/b/a Daytona Employment signing by and through its Managing Member duly authorized to execute same.

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor

Date: _____

ATTEST: City Clerk

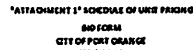
By: _____
Robin L. Fenwick, CMC, City Clerk

Ven, LLC d/b/a Daytona Employment

By: _____
Claire Venables, Managing Member

Date: _____

(Corporate Seal)



Completed Attachment 3 Bid Proposal form MUST be included with Bid Submission

Instruction to save Attachment from Defendant website:
Perform "File Save As" and save spreadsheet to your computer. All in pricing in Highlighted cells, preferably also critically.

Stickers are required to complete all 6 title photo(s) in green. Changes will be automatically submitted.

[illegible][illegible][illegible]

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only was \$150

File the record with the court and return the original to the court.

EXHIBIT "1"

PERSONNEL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2020 by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **EBYTE TECHNOLOGIES, INC.** ("Contractor"), a Florida corporation authorized to transact business in the State of Florida, whose principal address is 8751 West Broward Boulevard, Plantation, Florida 33324 and whose Federal Identification Number is 27-1149477. The City and Contractor are collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the President, Saroj Kasturia, is authorized to contract for personnel services for; and

WHEREAS, on October 28, 2019, the City issued an Invitation to BID ("ITB") for Temporary Employee and Employee Leasing ("ITB 19-32"), together with all exhibits, attachments, addenda, and amendments thereto, and

WHEREAS, in response to the ITB, various vendors submitted proposals to provide Temporary Employee and Employee Leasing Services; and

WHEREAS, Contractor submitted to City its Proposal (hereinafter referred to as "Contractor's Proposal") in response to the ITB; and

WHEREAS, the City has selected Contractor to provide the personnel services all in accordance with the terms and conditions set forth herein; and

WHEREAS, the City and Contractor have agreed to execute this Agreement for purposes of setting forth the terms and conditions of the agreement of the parties and

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable considerations, the receipt and adequacy of which are hereby mutually acknowledged, the parties agree as follows:

1.1. Purpose: Incorporation of ITB and Contractor's Proposal.

(a) The ITB, together with this Agreement, set forth the terms and conditions for the provision of Temporary Employee and Leasing Services for the City; for the consideration to be paid by City to Contractor as compensation for the provision of Temporary Employee and Leasing Services; and, for certain other ancillary matters more particularly set forth herein or in the ITB.

(b) All terms and provisions of the ITB and the Contractor's Proposal (both on file with the City Clerk), and Contractor's Schedule of Unit Pricing which is attached hereto as Exhibit "1", are incorporated by reference in this Agreement as though fully set forth herein. Whenever possible, the provisions specifically set forth in this Agreement and those set forth in the ITB shall be construed to supplement each other, so as to give effect and meaning to all terms and provisions. If there is a conflict between any terms of the ITB and terms specifically set forth herein then, unless otherwise specifically provided herein or in the ITB, the terms of this Agreement shall prevail and take precedence over the terms of the ITB to the extent necessary to resolve such conflict.

(c) The Contractor's Proposal shall be construed to supplement the provisions of this Agreement and the ITB and shall be the determinative document with respect to

consideration to be paid by the City. In no event shall the Contractor's Proposal be deemed to alter or modify the terms or provisions of the Agreement, the Scope of Services or the ITB. In the event of any conflict among the terms of the Contractor's Proposal and the Agreement, the ITB, or the Scope of Services, the terms of the Agreement, the ITB or the Scope of Services, as the case may be, shall prevail over the terms of the Contractors Proposal.

1.2 Definitions. All capitalized terms used herein shall have the meanings assigned to them in this Agreement, as supplemented and modified by the ITB; to the extent there is no conflict. Any capitalized terms used herein and not defined herein shall have such meanings as may be assigned to them in the ITB.

1.3 Contractor.

(a) From time to time in this Agreement, the term "Contractor" shall be deemed to refer to Ebyte Technologies, Inc. From time to time in this Agreement, the term "Partner" or "Partners" may be used to refer to any proposed joint venture.

(b) This Agreement shall be liberally interpreted and construed so as to give effect to the intent of parties, which is that, unless this Agreement shall otherwise specifically so provide, all duties, obligations, and liabilities imposed upon Contractor, and all terms and provisions of this Agreement applicable to Contractor, shall in all events (and at all times hereafter, notwithstanding any assignment of this Agreement) apply to Contractor.

(c) Any assignment of this Agreement that is permitted under the terms hereof, or to which the City may otherwise consent, shall not release or discharge the Contractor from any duties or liabilities hereunder unless the City shall, in its sole and absolute discretion, otherwise agree in writing.

1.4 Current Laws; Future Laws.

(a) For purposes of this Agreement, the term "Current Laws" shall be broadly construed to mean and refer to all federal, state, and local laws, ordinances, regulations, and orders, and decrees of bodies, public authorities, or tribunals having any jurisdiction or authority over the parties or any matters relating to this Agreement, to the extent that the foregoing are in effect as of the Effective Date hereof.

(b) For purposes of this Agreement, the term "Future Laws" shall be broadly construed to mean and refer to all amendments, modifications, substitutions, and replacements of Current Laws, together with all federal, state, and local laws, ordinances, regulations, orders, and decrees of bodies, public authorities or tribunals having any jurisdiction or authority over the parties or any matters relating to this Agreement, to the extent that the foregoing may be controlling for this Agreement, and passed, entered, or enacted subsequent to the Effective Date hereof.

2.1 Scope of Services.

(a) Except as otherwise provided in Paragraph 2.4 or elsewhere in this Agreement, throughout the Term of this Agreement, Contractor shall provide, at its sole cost and expense, all labor and administrative support, necessary to perform the services described in the ITB ("Services"). Contractor shall further comply with all terms and provisions of this Agreement.

(b) Contractor shall perform the Services in accordance with all applicable State and Federal laws, rules, regulations, and City of Port Orange ordinances and in accordance with applicable City guidelines, procedures, and policies and/or regulations.

2.2 Cooperation with Other Contractors.

(a) Contractor shall fully cooperate with the City and it shall diligently endeavor to perform its Services in a manner that will promote integration, synergism, and efficiency among Contractor, the City, and the other contractors for the City. Contractor shall not commit nor permit any action on the part of its employees or agents that might unreasonably interfere with the performance of work by any other contractor of the City.

(b) If Contractor asserts that other contractors have hindered or interfered with the progress or performance of the Services, the City shall use diligent, good faith efforts to aid in resolution of the conflict between Contractor and such other contractors. In such circumstances, Contractor's sole remedy for hindrance or interference caused by such other contractors shall be to seek legal recourse against such other contractors, and the City shall have no liability on account of such hindrance or interference.

2.3 Services Performed. The Services to be performed by Contractor shall be performed within or with respect to the City of Port Orange.

2.4 Termination for Convenience of City.

(a) The City shall have the right, at any time during the term of this Agreement, and for any reason whatsoever in the City's sole discretion, to terminate this Agreement with respect to all or any portion of the Services (such total or partial termination being referred to hereinafter as a "Termination for Convenience"). The City may exercise its right of Termination for Convenience by furnishing to Contractor written notice of its election to do so, which notice shall specify the Services that the City has elected to remove from the scope of this Agreement. The Termination for Convenience as to such Services shall be effective thirty (30) days following the date of the receipt of such notice by the Contractor. In that event, all references herein or in the ITB to "Services" shall be deemed to refer only to those operation and management tasks that continue to be required to be performed by Contractor hereunder.

(b) As of the date upon which a Termination for Convenience is effective, the City shall reduce the Contract Amount so as to omit payment for those elements of work and Services as to which the City exercised its right of Termination for Convenience; provided, however, such reduction shall be in accordance with the provisions of Paragraph 6.1 of this Agreement.

(c) In no event shall a Termination for Convenience be deemed a default by the City under this Agreement or the ITB, and a Termination for Convenience shall not subject the City to any penalty, claim for damages, liquidated damages, or any other claim of any type by Contractor.

2.5 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.

2.6 Ownership of Documents, Inventions and Copyrights.

(a) The City is and shall be and remain the sole owner of all rights including copyrights, trademarks, patent rights, and other intellectual property rights, with regard to any and all reports, plans, documents, software, data, and items developed with respect to the performance of this Agreement. Contractor may not use such materials in any way, other than in performance of its Services under the terms of this Agreement, without the prior written consent of City, which may be granted or denied in the City's sole discretion. If the City consents to use of any materials or rights described in this subparagraph by Contractor, Contractor may use such materials or rights in a manner consistent with such consent, but such use shall be at Contractor's sole risk and without representation or warranty of the City.

(b) As permitted by the Florida Statutes, information generated in connection with this Agreement shall be the property of the City. Contractor shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of its duties hereunder, without the City's prior written consent, which may be withheld or granted in the sole discretion of the City.

2.7 Applicable Laws and Regulations. Contractor shall perform the Services in compliance with the standards and requirements set forth herein in the scope and services, applicable laws, rules, statutes, ordinances, regulations, and good business practices.

3.1 Term of Agreement

(a) Except as otherwise stated herein, the term of this Agreement shall be for a period of three (3) years (referred to hereinafter as the "Initial Term"), measured from the Effective Date (as defined in this Article III) unless sooner terminated. This Agreement shall be automatically extended at the end of the Initial Term for two (2) one-year periods, unless either Party notifies the other, in writing, at least thirty (30) days prior to the end of the term then in effect. Annual renewals shall be subject to review and approval by the City Manager.

(b) The parties understand and agree that at the expiration of this Agreement or any extension thereto, the City shall in no way be further obligated to Contractor and shall not be impaired from negotiating with and contracting with any other publicly or privately-owned entity wishing to offer Services to the City.

(c) In the event this Agreement is not extended or otherwise renewed, the Contractor shall surrender possession of all the City property immediately upon its expiration and remove all other personal property, Contractor, its directors, officers, employees, agents and/or subcontractors from the City of Port Orange no later than five (5) days following the Agreement's expiration.

(d) Pursuant to the requirements of Florida Law and the City of Port Orange Code of Ordinances, the City's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the City Council.

3.2 Effective Date. The effective date, upon which Contractor shall commence performing the Services and upon which date the Term shall commence, shall be the date designated by the City in a written notice to proceed.

4.1 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.

4.2 Relationship Between City and Contractor.

(a) Contractor is intended to be and shall be an independent contractor of the City in performance of its duties hereunder, and nothing shall be construed as creating any relationship other than that of owner and independent contractor, nor shall there be deemed to exist any relationship whatsoever between the City and contractor's employees. The personnel who assist Contractor in the performance of Services under this Agreement shall at all times be employees of Contractor and not employees of The City. Contractor shall pay all wages, salaries, and other amounts due to its employees in performance of the duties set forth in this Agreement and shall be responsible for all reports and obligations respecting such employees, including but not limited to Social Security tax, income tax withholding, unemployment compensation, worker's compensation, employee benefits, and similar matters.

(b) Contractor shall be solely responsible for all civil liability due to negligent acts or omissions of its employees or agents resulting in accidents, injuries, or death to persons or property damage during its management and delivery of Services. All personal property of the Contractor utilized in the performance of Services shall be at the sole risk of the Contractor, including, without limitation, risks arising from any environmental damage or liability, theft or vandalism.

(c) The City shall be a third-party beneficiary to the Contractor's contracts for the delivery of Services with any provider or Subcontractor and in the event terms of those contracts shall conflict with any terms and conditions in this Agreement, the terms and conditions in this Agreement shall prevail.

4.3 Removal. Promptly upon written request of the City, Contractor shall remove from activities associated with or related to the performance of this Agreement any employee whom the City considers (for any reason not prohibited by law, in the City's sole discretion) unsuitable for such work. Such employee shall not be reassigned to perform any work relating to the Services except with the express written consent of the City. No compensation in any form shall be paid to Contractor by the City in consideration for the right of removal described in this paragraph or in consideration of the exercise thereof.

4.4 Drug-Free Workplace Requirements. Throughout the Term, Contractor shall provide a drug-free workplace by establishing a drug-free workplace and program in compliance with the ITB and City policy.

4.5 Compliance With Workplace Laws.

(a) Throughout the Term, while performing under this Agreement, Contractor, its agents, employees, and subcontractors shall observe and fully comply with all Current Laws and Future Laws that pertain to workplace safety, labor, or employment. Without limiting the generality of the foregoing, Contractor shall comply in all respects with the Americans With Disabilities Act of 1990, codified at 42 U.S.C. Section 12101 et seq., as it may be modified or amended from time to time hereafter, together with all regulations promulgated from time to time thereunder.

(b) Contractor shall prominently post and publish all employment notices and

Information required to be published by any applicable law, rule, regulation, or ordinance from time to time in effect, for review and consideration by its employees.

(c) Contractor, its agents and subcontractors shall provide to their respective employees a work environment free of harassment, and shall make all reasonable accommodations on behalf of employees that may be required by applicable laws and regulations from time to time in effect.

(d) Contractor acknowledges that its employees, agents, Subcontractors, and the employees and agents of Contractor's subcontractors and their agents, are not employees or agents of the City and that Contractor will not be acting as the City's agent or on its behalf for purposes of complying with laws and regulations pertaining to workplace safety, labor, or employment.

(e) To that end, Contractor shall defend, indemnify and hold harmless the City from any damages, claims, costs, or liabilities resulting from a violation or breach attributable solely to Contractor, its agents, employees, or subcontractors of any of the representations or undertakings in this Paragraph 4. This indemnification specifically includes, but is not limited to, court costs and attorneys' fees incurred by the City as a result of Contractor's violation or breach.

4.6 Contract Administrator. The City may designate a member of its staff pursuant to Paragraph 12.4 to act on behalf of the City as the Contract Administrator for administering this Agreement, with the exception of items, which would require City Council approval. The staff designee shall initially be as follows:

Jamie Miller, PHR
Administrative Services Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5562
E-Mail: jmiller@port-orange.org

The City's Contract Administrator shall:

(a) Serve as the liaison between Contractor and the City on all matters relating to this Agreement.

(b) Shall be responsible for ensuring that any information supplied by Contractor is properly distributed to the City management personnel, and appropriate staff.

(c) Shall be responsible for the day to day monitoring and assessment of the quality of Services provided by Contractor under the terms and conditions of this Agreement.

(d) Coordinate the contract with other City staff that may be designated to assist in carrying out the functions and Services under this Agreement.

4.7 Notices.

(a) All Notices required or to be given hereunder shall be in writing and shall be deemed to have been properly given on the third day after being deposited in the United States mail, with adequate postage, and sent by registered or certified mail with return receipt requested, to the appropriate party at the addresses set out below, or when delivered after being deposited with a nationally recognized overnight

courier such as Federal Express, Express Mail, or other overnight delivery service for next-day delivery:

TO THE City:

Jamie Miller, PHR, Administrative Services Director
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5562

With a copy to:

Shannon Balmer, Assistant City Attorney
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5525

TO THE CONTRACTOR:

Ebyte Technologies, Inc.
Saroj Kasturia, President
8751 West Broward Boulevard
Unit 109
Plantation, Florida 33324
(786) 899-2800
E-Mail: rahul@ebytetechnologies.com

(b) Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior written notice of the address change.

4.8 Equal Employment Opportunity.

(a) Contractor shall ensure equal employment opportunity without regard to race, color, national origin, sex, age, religion, or disability and ensure that no distinctions are made among persons, and no decisions are made regarding individuals, on the basis of race, color, religion, age, gender, disability, or national origin.

(b) Throughout the Term, Contractor shall strictly comply with all applicable provisions of Title VI of the Civil Rights Act of 1964. Contractor maintains an Equal Employment Opportunity Policy, a Discrimination, Harassment and Retaliation Policy and an Open Door Policy and shall keep complete and accurate records of all procedures and decisions relating to hiring of individuals within minority classes. Those records shall be available to the City at Contractor's office, for review and copying, at all reasonable times and without prior notice.

4.9 Notification of Conviction of Crimes. To the extent that it has or becomes aware of such information or should reasonably become aware of such information, Contractor shall notify the City if any of their officers, directors, or executives, or employees of any Subcontractors are convicted, of any crime, if such individuals have expended substantial time or effort on behalf of Contractor in connection with the

furnishing of Services under the terms of this Agreement or might reasonably be expected to do so at a future time. Such notification shall be made no later than ten (10) days after the occurrence of the conviction, and failure to do so shall be an Event of Default hereunder (as defined in Article IX).

5.1 Assignment Rights and Limitations.

(a) The City has selected Contractor to perform the Services based upon characteristics and qualifications of Contractor and its employees. Therefore, Contractor may not assign, delegate, or subcontract its rights or obligations under this Agreement without the prior written consent of the City, which consent the City may grant or withhold in its sole and absolute discretion. Any attempt by Contractor to assign or to subcontract any performance of this Agreement without such consent shall be null and void and shall, at the City's option, constitute a default under this Agreement.

(b) Contractor may assign its rights to receive payment under this Agreement with the City's prior written consent, which consent shall not be unreasonably withheld.

(c) The City may assign all or any portion of its rights under this Agreement without consent of or advance notice to Contractor.

5.2 Subcontracts.

(a) Subject to the right of the City to review and approve or disapprove subcontracts in accordance with this Section, Contractor shall be entitled to subcontract some of the Services performed to other entities. The subcontracts executed by Contractor in accordance with the terms of this Agreement (including vendor contracts) may be referred to herein as "Subcontracts" and the subcontractors thereunder may be referred to herein collectively as "subcontractors."

(b) All Subcontracts must contain the following provisions:

(i) The Subcontract must provide that it is assignable to the City (or its successor in interest under the terms of this Agreement) without the prior approval of the parties thereto, and that the assignment thereof shall be effective upon receipt by the subcontractor of written notice of the assignment from the City. Upon such event, the City shall be deemed to assume the obligations of Contractor under the Subcontract, but only to the extent such obligations accrue from and after the date of the assignment.

(ii) Each Subcontract must require the subcontractor to comply with the terms of this Agreement and must require the Subcontractor to carry forms and amounts of insurance satisfactory to the City in its sole discretion. The City shall be listed as an additional insured in such insurance policies (other than workers' compensation policies), and copies of insurance certificates and policies shall be delivered to the City upon request.

(iii) All warranties (express and implied) of each Subcontractor shall inure to the benefit the City and its successors and assigns.

(c) All Subcontracts shall be subject to the City's prior written approval as to the general form of the Subcontract and the identity of the subcontractor, which approval may be granted or withheld in the sole discretion of the City. The City may waive the right to approve a particular Subcontract, but such waiver shall not affect the City's right to review and approve or disapprove other Subcontracts. The City's

approval of a Subcontract shall not be deemed a warranty of any nature. Following approval of a Subcontract, Contractor shall not be entitled to terminate such Subcontract without first obtaining the City's written approval of Contractor's arrangements for performance of the work covered by such Subcontract.

6.1 Compensation.

(a) As compensation for the timely performance of the Services in compliance with the terms of this Agreement, the City will pay Contractor pursuant to the provisions of this Agreement and the ITB.

(b) Notwithstanding anything herein or in the ITB or Contractor's Proposal to the contrary, assuming that Contractor timely performs the Services in accordance with the terms of this Agreement and a Termination for Convenience does not occur, the Total Compensation (as herein defined) paid to Contractor under this Agreement is limited to an amount not to exceed the budget appropriation for each fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended (the "Maximum Total Compensation").

(c) If the City shall cause a partial Termination for Convenience during any Term Year by terminating Contractor's right and obligation to perform a portion of the Services, the amounts of Maximum Total Compensation for the Term Year during which such partial Termination for Convenience is effective shall be reduced by the same proportion as the ratio of Services to be performed has been reduced. The reduction in Maximum Total Compensation shall be effective for as long as the reduction in the scope of Services to be performed is effective.

(d) If a total Termination for Convenience shall occur during the Term, the Maximum Total Compensation (as set forth in subparagraph (b)) to be paid to Contractor during the Term during which such Termination for Convenience is effective shall be a prorated amount, based upon the portion of such Term during which this Agreement is in effect. No compensation shall be paid to Contractor following the effective date of such termination.

(e) For purposes of this Paragraph 6.1, the terms "Total Compensation" and "Term Year" shall be defined as follows:

(i) "Total Compensation" shall mean the terms of this Agreement and the attached [Insert Date] Addendum [Insert Number] to Existing ITB from the Contractor.

(ii) A Term Year shall be the year period that commences on the Effective Date.

(f) The City may withhold any portion of a required payment if either:

(i) A portion of the Services for which the payment has been requested has not been performed in accordance with the requirements of this Agreement, or

(ii) Contractor has failed to submit the required documentation supporting the portion of such payment in accordance with the requirements of this Article, the Agreement and the ITB.

g) The City may withhold all of a payment requested in an invoice if:

(i) A substantial portion of the Services described in the invoice has not been performed in accordance with the requirements of this Agreement;

(ii) Contractor has failed to submit the required documentation supporting a substantial portion of the Services described in such invoice in

accordance with the requirements of this Article, the Agreement, or the ITB; or

- (iii) Defects in or omissions from the invoice or the required supporting documentation otherwise cause the City to question or dispute the accuracy of the invoice as a whole.

(h) If the City withholds all or any portion of a payment in accordance with this Paragraph 6.1, City shall pay Contractor an amount determined in accordance with the terms of this Agreement, promptly upon receipt by the City of additional required documentation or following resolution of outstanding issues or disputes, as the case may be.

(j) The fiscal impact of changes in State and Federal law or County ordinances as defined in Section 1.4 herein, which substantially reduces the Total Compensation received by the Contractor under this Agreement may become the subject of negotiations between the parties relating to claims for additional compensation by the Contractor.

6.2 Invoice for Payments and Required Documentation. A payment (as provided in Section 6.1 hereof) will be made by the City in accordance with the Florida Prompt Payment Act only after Contractor has submitted the following documentation to the City, which documentation shall be accepted, subject to the City's review and approval.

(a) An invoice in a form acceptable to the City, with supporting documentation as reasonably required by the City.

(b) A certificate describing all outstanding claims and potential claims, if any, as of the date of the invoice.

6.3 Payment Terms. To the extent Services for which payment has been requested have been performed in accordance with the provisions of this Agreement, and to the extent that an invoice and the documentation described in Paragraph 6.2 has been submitted to the City with respect to such Services, the City shall pay Contractor for the performance of the Services within 45 days of receipt of invoice.

7.1 Contractor Responsibility.

(a) Contractor shall take all reasonable precautions in the performance of the Services and shall cause its employees, agents, and subcontractors to do the same. Contractor shall be responsible and liable for any damage, injury, or loss to the following described persons and property, but only to the extent that such damage, injury, or loss in whole or in part are caused by or arise out of acts or omissions of Contractor or its employees, agents, officers, or subcontractors, or any other persons for whom Contractor may be legally or contractually responsible or out of a failure of Contractor to comply with the terms of this Agreement unless, and to the extent, such damage, injury or loss is attributable to the City's direction, control or supervision of the employees furnished by the Contractor. The Contractor shall be responsible and liable for the persons and property described herein, for the following:

- (i) all employees of Contractor and the subcontractors and other persons who would reasonably be expected to be affected by the performance of the Services.
- (ii) other property of Contractor and its employees, agents, officers, subcontractors, and all other persons for whom Contractor may be legally or contractually responsible on or adjacent to areas upon which Services are performed.

(iii) members of the public and their personality.

(b) Contractor shall comply, and shall cause its employees, agents, officers, Subcontractors, and all other persons for whom Contractor may be legally or contractually responsible to comply, with all Current Laws and Future Laws relating to the safety of persons and property and their protection from damage, injury, or loss.

(c) Contractor shall be responsible for all damage and loss that may occur with respect to any and all property in any way involved in the provision of Services by Contractor, whether such property is owned by Contractor, the City or any other person, to the extent such damage or loss shall have been whole and in part caused or brought about by the acts or omissions of Contractor or its employees, agents, officers, subcontractors, or any other persons for whom Contractor may be legally or contractually responsible unless, and to the extent, such damage, injury or loss is attributable to the City's direction, control or supervision of the employees furnished by the Contractor.

(d) Contractor shall ensure that all of its activities and the activities of its employees, agents, officers, subcontractors, and all other persons for whom Contractor may be legally or contractually responsible are undertaken in a manner that will minimize the effect on property and the public.

7.2 Indemnifications by Contractor.

(a) Contractor shall defend, indemnify and hold harmless the City and each and every individual that is now (or may in the future become associated with the City, including its elected and appointed officials, officers, directors, agents, consultants, and employees (collectively referred hereinafter to as the "Indemnified Parties") from and against any and all losses, penalties, interest, demands, judgments, claims, causes of action, suits, legal or administrative proceedings, damages, losses, liabilities, response costs, fees, costs and expenses (including, without limitation, reasonable attorneys', paralegals,' and expert witness fees and costs that may be incurred, whether for personal injury, death, property damages, direct or consequential damages or economic loss including environmental impairment) arising out of, relating to or resulting from in whole or in part:

- (i) The negligent performance by Contractor (or its employees, agents, officers, subcontractors, or any other persons for whom Contractor may be contractually or legally responsible) of the Services or other duties or obligations set forth in this Agreement (including the ITB and the Scope of Services) or the material failure to perform the Services in the manner herein required.
- (ii) The failure of Contractor (or its employees, agents, officers, subcontractors, or any other persons for whom Contractor may be contractually or legally responsible) to comply with any applicable law, rule, ordinance, regulation, or statute in performing the Services or other duties or obligations set forth in this Agreement.
- (iii) Any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions in performance of the Services or other duties or obligations set forth in this Agreement.
- (iv) Any negligent act or omission of Contractor (its employees, agents, officers, subcontractors, or any other persons for whom Contractor may be contractually or legally responsible), including, but not limited to, any negligent act or omission that

may cause, result in, or contribute to the injury to or death of persons, or the damage to or loss of property.

- (v) The assertion by any contractor, subcontractor, or other person that inconvenience, disruption, delay or loss has been caused by actions or interference of Contractor (or its employees, agents, officers or subcontractors or any other persons for whom Contractor may be contractually or legally responsible), or other failure of Contractor (or its employees, agents, officers or Subcontractors or any other persons for whom Contractor may be contractually or legally responsible) to cooperate reasonably with such contractors, subcontractors or other persons.

(b) The City and Contractor agree the first \$100.00 of this Agreement's compensation paid by the City to Contractor shall be given as separate consideration for this indemnification and any other indemnification of the City by Contractor provided for within this contract document, the sufficiency of such separate consideration being acknowledged by Contractor's acceptance and execution of the Agreement. Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. Contractor agrees to pay on behalf of the Indemnified Parties, as well as provide payment for a legal defense for the Indemnified Parties, both of which will be done only if and when requested by an Indemnified Party for all claims made. Such payment on the behalf of the Indemnified Parties shall be in addition to any and all other legal remedies available to the Indemnified Parties and shall not be considered to the City's exclusive remedy under the terms of or as a consequence of any workers' compensation, disability benefit, or other employee benefits laws.

7.3 Liability for Failure for Employee Theft. Without limiting the generality of the provisions of this Paragraph, Contractor shall reimburse the City in the amount of any and all funds or property that are lost or converted by reason of theft, fraud, dishonesty, embezzlement, false reporting or conversion by Contractor, its employees, agents, officers, Subcontractors or others under control of Contractor, or for whose actions Contractor is legally or contractually responsible. Contractor shall promptly notify the City of any such losses, and shall pay such amounts to the City on or within thirty (30) days after the date that the loss is discovered. Contractor may, at its option, obtain employee fidelity bonds or other insurance coverage with respect to the losses described in this subparagraph, but the absence of such coverage shall not limit Contractor's liability to the City.

7.4 No Effect on Other Rights. The obligations set forth in this Article shall not be construed to negate, abridge, or reduce other rights or obligations that otherwise would exist in favor of a party indemnified hereunder.

8.1 Issuers of Insurance. Contractor shall procure, at its own expense, insurance acceptable to the City as described herein and shall maintain the insurance in full force and effect throughout the Term in the manner specified herein. All Insurance shall be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class VIII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by the City in its sole and absolute discretion. Failure to maintain the requisite insurance in place throughout the Term hereof shall be an Event of Default by Contractor hereunder.

8.2 Insurance Coverage.

(a) All insurance policies required to be obtained by Contractor under this Agreement shall be underwritten by insurance companies licensed to do business in the State of Florida and having Best ratings of at least A-V I. and such policies and the terms thereof shall be subject to review and approval of the City. Contractor shall obtain endorsements to all policies and certificates of insurance providing that:

- (i) no cancellation, non-renewal, or reduction in coverage shall be effective unless the insurer first gives the City thirty (30) days' written notice.
- (ii) the policies are primary, and not contributing, with respect to any insurance that may be carried by the City.
- (iii) with respect to workers' compensation and employer's liability policies, and with respect to other policies to the extent allowed by law and available without voiding insurance coverage the insurer waives its right of subrogation against the City, and its respective council members, directors, officers, employees and agents.

(b) Contractor shall promptly furnish the City with certificates evidencing the existence of the insurance coverage herein required upon receipt. Contractor may obtain for its own account any insurance not required under this Agreement. Certificates shall be current ACCORD form and shall reflect additional insurance requirements as may be required herein.

(c) If Contractor fails or refuses to procure or maintain insurance as required by this Agreement or fails or refuses to furnish the City with evidence that the insurance has been procured, is in force and has been paid for, the City shall have the right, at its election, and following ten (10) days written notice to Contractor, to procure and maintain such insurance pursuant to Paragraph 8.8. The premiums paid by the City shall be offset against payments that otherwise would be due to Contractor under this Agreement.

8.3 Forms of Insurance Coverage and Minimum Limits. Contractor shall maintain insurance policies throughout the Term with the following coverages and minimum limits.

(a) Commercial General Liability Insurance, with limits of \$500,000.00 per occurrence and \$1,000,000.00 aggregate, including coverage parts of Bodily injury, Broad Form Property Coverage, Personal Injury, Independent Contractors, Blanket Contractual Liability, and Products and Completed Operations. Liability insurance shall be pursuant to current ISO simplified form. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by Contractor under this Agreement.

(b) Automobile Liability (for bodily injury, death and property damage) with a minimum combined single limits of \$500,000.00 for each accident for all hired, owned and non-owned vehicles.

(c) Workers' Compensation Insurance Coverage, including all coverage required under the laws of the State of Florida (as amended from time to time hereafter) and Employer's Liability Coverage in the amount of \$500,000.00 per accident, \$500,000.00 per illness, and \$500,000.00 annual aggregate illness.

(d) Errors and Omissions coverage limits of \$1,000,000.00.

(e) Excess liability coverage with limits of \$1,000,000.00 with terms and conditions no more restrictive than the underlying forms.

8.4 Endorsements With Respect to Liability Coverage. All general liability and automobile liability policies must contain, or must be endorsed to contain, the provisions set forth below:

(a) The City, its respective council members, directors, officers, employees and agents shall be additionally insured with respect to any and all liability arising out of the work required under this Agreement only to the extent that such board members, directors, officers, employees and/or agents direct, control or supervise the employees provided by the Contractor.

(b) For any claims related to Contractor's responsibilities under this Agreement, Contractor's insurance coverage shall be primary insurance with respect to the City and its respective board members, directors, officers, employees and agents. Any insurance or self-insurance maintained by the City, or their respective members, directors, officers, employees and agents, shall be excess of Contractor's insurance and shall not be contributory with Contractor's coverage.

(c) Any failure on the part of Contractor to comply with reporting provisions or other conditions of the policies, any breach of warranty, or any action or inaction of Contractor or others, shall not affect coverage provided to the City, and its respective board members, directors, officers, employees and agents.

(d) Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(e) To the extent allowed by law, and to the extent such endorsements are available without voiding primary coverage, each policy shall waive any right of subrogation against the City and/or, and its respective board members, directors, officers, employees and agents.

8.5 Miscellaneous Provisions With Respect to Contractor's Insurance Coverage.

(a) To the extent that Contractor engages any subcontractors for the Services to be performed under this Agreement, Contractor shall require each subcontractor to include the City and its respective board members, directors, officers, employees and agents, as additionally insured under such subcontractor's general liability and automobile liability insurance policies. Contractor shall have sole responsibility for determining the amount of coverage required to be obtained by subcontractors, which determination shall be made in accordance with requirements established by Contractor's insurance company.

(b) The procurement of required policies of insurance shall not be construed to limit Contractor's liability hereunder or to fulfill the indemnification provisions and requirements of this Agreement.

(c) Any deductibles or self-insured retentions for Contractor's liability insurance must be declared to and approved by the City.

(d) From time to time during the Term, the City may notify Contractor of changes to the City's requirements with respect to insurance coverage, and Contractor shall promptly cause corresponding changes to be made in its coverages, to the extent commercially feasible. The City shall reimburse Contractor for additional costs arising from such changes.

(e) Except as otherwise provided in subparagraph (d), in no event shall the City be liable for payment of premiums or other amounts with respect to insurance coverage carried or required to be carried by Contractor or any Subcontractors.

(f) The insurance requirements set forth in this Article are not intended as, and shall not be deemed a basis for, a waiver of the City's sovereign immunity, or the sovereign immunity of any state agency or political subdivision named on the required insurance policies.

8.6 City's Right to Remedy Breach by Contractor. If Contractor fails to provide insurance as required herein, the City or its assignees will have the right, but not the obligation, to purchase such insurance after giving the Contractor thirty (30) days' notice to cure this default. In such event, the amount paid for such insurance will be credited against the next accruing payment or payments that otherwise would be made by the City to Contractor under this Agreement. To the extent the City incurs any damages (not including amounts paid for insurance coverage during the sixty (60) day period) within the above sixty (60) day period, which are directly and solely attributable to the Contractor failing to provide insurance as required herein, the amount of such damages will be credited against the next accruing payment or payments that otherwise would be made by the City to Contractor under this Agreement.

8.7 Financial Information and Status. Contractor shall promptly notify the City in writing of the occurrence of any material adverse change in the financial condition, business, prospects, affairs or operations of any Related Party or any of its properties or assets, or of the existence of any material impairment of the right or ability of the Contractor or any Related Party to carry on its operations as currently conducted. For purposes of this paragraph, Related Party ("Related Party"), shall mean any parent, subsidiary, affiliate, managing entity, partner, corporate, subcontractor, or other legal entity possessing an interest in the ownership and/or operation of the Contractor.

9.1 Default by Contractor.

(a) The occurrence of any one or more of the following events shall constitute an event of default by Contractor (including any Partner) under this Agreement (each such event being hereinafter referred to as an "Event of Default"):

- (i) Failure of Contractor or any subcontractor to secure or maintain in place at all times during the Term of this Agreement any bond or any policy of insurance of the type and with the coverage herein required.
- (ii) Dishonesty, embezzlement, or false reporting of financial information by Contractor or its employees, agents, officers, subcontractors, or others under control of contractor; willing or knowing participation by Contractor in a fraud; failure of Contractor to promptly report in writing to the City the occurrence of any theft, fraud, dishonesty, embezzlement, false reporting or conversion by Contractor, its employees, agents, officers subcontractors, or others under control of Contractor or for whose actions Contractor is legally or contractually responsible.
- (iii) Failure of Contractor to promptly reimburse the City for any loss or damage to the City or its property.
- (iv) Refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes and

made or received by the Contractor in conjunction with this Agreement.

- (v) Conviction of any employee or affiliate of Contractor of a public entity crime, or placement of the names of Contractor or any employee, or affiliate of Contractor on the convicted vendor list established and maintained by the State of Florida Department of Management Services. For purposes of this subparagraph, the terms "affiliate", "convicted vendor list" and "public entity crime" shall have the meanings assigned by, Section 287.133, Florida Statutes as it may be modified, amended, replaced or substituted from time to time hereafter.
- (vi) Change in structure or ownership of the Contractor so that an interest of twenty-five (25) percent or more is owned or controlled by a foreign country, any political subdivision or agency of a foreign country, any business entity, which is incorporated in a foreign country and/or has its principal place of business in a foreign country or a foreign-born individual who is not naturalized US citizen.
- (vii) Unreasonable or unexcused delay or discontinuance by Contractor of the Services to be performed pursuant to this Agreement.
- (viii) To the extent allowed by law, filing by Contractor of a petition in bankruptcy or for reorganization or for an arrangement pursuant to any federal or state bankruptcy law or any similar federal or state law; adjudication of Contractor as a bankrupt or insolvent; assignment by Contractor for the benefit of creditors; admission in writing by Contractor of its inability to pay its debts generally as they become due; filing of a petition or answer proposing the adjudication of Contractor as bankrupt or insolvent pursuant to any federal or state bankruptcy law or similar federal or state law in any court, and failure of Contractor to discharge such petition or answer within ninety (90) days after the filing thereof.
- (ix) Appointment of a receiver, trustee or liquidator of Contractor, or of all or substantially all of its assets, in any proceeding, and failure of Contractor to cause such appointment to be canceled or discharged within ninety (90) days after such appointment, if the appointment was not requested by Contractor.
- (x) Failure by Contractor to satisfy or post bond with respect to any final judgment against it within ten (10) days of entry of the judgment.
- (xi) Attempt by Contractor to assign its rights or delegate its obligations in contravention of the terms of this Agreement, or execution by Contractor of a Subcontract in violation of the terms of this Agreement.
- (xii) Failure of Contractor to pay in full, as and when due, any amount that may be or become properly due and payable to the Internal Revenue Service, the Florida Department of Revenue, any employee pension or retirement plan, any Subcontractor or any other entity that furnishes goods, services, or personnel to aid or assist Contractor in performance of the Services. If Contractor, in good faith, disputes the amount of a payment alleged to be due, or disputes whether or not a payment actually is due, Contractor may withhold the disputed payment from the alleged payee until Contractor and the alleged payee resolve the dispute through

negotiation, litigation, or otherwise, but only so long as:

(A) Contractor continues performing the Services in the manner herein required during the resolution of the payment dispute, and there is no adverse impact on the services provided.

Upon request of the City, Contractor will advise the City of the status of any dispute over amounts allegedly due and payable by Contractor to a third party with whom a dispute exists as described herein.

- (xiii) Failure of Contractor to furnish information required under the terms of Article VIII hereof, as and when required.
- (xiv) The occurrence of any event or circumstance (whether in connection with the performance of the Services or otherwise) that causes the City to have reasonable concerns as to the ability (financial or otherwise) of Contractor or any Subcontractor to perform the Services in the manner herein required.
- (xv) Failure by Contractor to perform any component of the Services in a manner acceptable to the City in its reasonable discretion, or material failure by Contractor to otherwise perform its obligations under this Agreement or to substantially comply with any terms or provisions set forth herein, in the ITB, or in scope of services, as it may hereafter be amended, modified, or supplemented from time to time.

9.2 Event of Default by the City. The failure of the City to make payments to Contractor at the times and in the amounts required by this Agreement shall constitute an Event of Default by the City under this Agreement.

9.3 Rights of Non-Defaulting Party Upon Occurrence of Event of Default.

(a) If Contractor commits an Event of Default hereunder the City shall be entitled to exercise any or all of the following remedies, in addition to any or all other remedies or rights provided by law or equity to which the City may resort, cumulatively or in the alternative, and in addition to such other rights and remedies elsewhere set forth in this Agreement:

- (i) The City may terminate this Agreement and Contractor's rights hereunder by giving Contractor a notice of termination. On the fifteenth (15th) day following such termination notice, or on the date specified in such notice, if later, Contractor's rights hereunder shall terminate. To the extent that any duties, obligations, or liabilities of Contractor shall have accrued as of the effective date of termination, such duties, obligations, and liabilities shall survive the termination of this Agreement.
- (ii) The City may terminate some but not all of Contractor's rights hereunder by modifying the definition of Services to exclude therefrom those Services as to which the Event of Default has occurred. The City shall give Contractor notice of those Services to be terminated and, on the fifteenth (15th) day following such termination notice, or on the date specified in such notice, if later, Contractor's obligation to perform such Services, and its rights to be paid for the performance thereof, shall terminate.

- (ii) If the Event of Default consists of a failure of Contractor to perform an obligation or duty in the manner or within the time required under the terms of this Agreement, the City may either perform such obligation or duty or retain another party to perform such obligation or duty, in either case offsetting the cost of such performance against the payments otherwise due by the City to Contractor under this Agreement.
- (iv) The City may collect from Contractor, or may offset against amounts due or to become due to Contractor under the provisions of this Agreement, all costs and expenses incurred by the City or damages or liabilities suffered by the City due to the occurrence of the Event of Default.
- (v) The City may bring any action at law or equity for emergency, provisional or temporary relief (including, without limitation, injunctive relief, attachment, or extraordinary writ) or may exercise self-help remedies or other efforts or attempts to minimize damage that would otherwise accrue as a result of the occurrence of Contractor's Event of Default.
- (vi) In the event the City determines that a material breach of this Agreement has occurred and that the public's health, safety, and/or welfare is now endangered, the City Council in a public hearing may order Contractor to immediately cease its operations. In that event, Contractor shall agree to cooperate completely with the City to affect the immediate takeover of its Services operations. Such a takeover shall be affected immediately or in no case later than 72-hours after the approval by the City Council of said action. These provisions are specifically stipulated and agreed to by both parties to be reasonable and necessary for the protection of the public's health, safety, and welfare, and any legal action, concerning the dispute of the City's determination that a material breach has occurred, shall be initiated and shall take place only after the emergency takeover of Services.
- (vii) Contractor understands and agrees that the failure on the part of the Contractor to cooperate fully with the City to effect a safe and smooth transfer of Services operations during an emergency as set out in Paragraph 9.3 (vii) shall not itself constitute a material breach of this Agreement, even if it is later determined that the original material breach declaration was initiated erroneously by the City Council.

(b) Notwithstanding anything in the ITB to the contrary, the parties have not agreed upon or established a measure of liquidated damages in the event of an occurrence of an Event of Default by the Contractor hereunder.

9.4 Default Notice: Remedies.

(a) If an Event of Default occurs hereunder, as a condition precedent to exercising any other rights or remedies as a result of such Event of Default, the party claiming an Event of Default has occurred shall send written notice to the other party, specifying the circumstances constituting the default (referred hereinafter as the "Default Notice").

(b) Notwithstanding anything herein to the contrary, the City may seek or

pursue any and all remedies available to it, immediately and without providing any curative rights or periods or, if an Event of Default is:

- (i) An Event of Default of a type or nature described in Paragraph 9.1(a)(1); 9.1(a)(vi); 9.1(a)(vii); 9.1(a)(viii); 9.1(a)(ix); 9.1 (a)(xi); 9.1 (a)(xii); 9.1 (a)(xiv); or 9.1 (a)(xv);
 - (ii) An Event of Default of a nature, which endangers the public health or welfare and which requires prompt or immediate remedies or relief;
 - (iii) An Event of Default that is not of a type or nature that renders it susceptible to a meaningful or prompt cure;
 - (iv) An Event of Default of a monetary nature, if the amount in controversy exceeds \$100,000.00;
 - (v) An Event of Default that involves alleged fraud or theft or failure to account for funds;
 - (vi) An Event of Default of a type that would cause the City, or the public to suffer significant or incurable harm or damage if a curative opportunity were granted, or if a speedy resolution is otherwise critical in the City's reasonable opinion.
- (c) Except with respect to the Events of Default identified in subparagraph 9.4(b) or as otherwise provided in subparagraph 9.4(b), if an Event of Default occurs and if either: the defaulting party has not commenced efforts to cure the Event of Default on or before ten (10) days after receipt of Default Notice; or if the defaulting party does not diligently prosecute its efforts to accomplish a cure; or if the defaulting party fails to complete a cure on or before thirty days (30) after receipt of the Default Notice (or such longer or shorter period of time as shall be reasonably required to cure the Event of Default), then the non-defaulting party shall be entitled to attempt to resolve the dispute at a settlement conference in accordance with the provisions of Paragraph 9.5.

9.5 Settlement Conference. If required under the terms of Paragraph 9.4, and if the party who allegedly is in default has not cured the event of default on or within ten (10) days after the initial delivery of the default notice, the parties shall schedule and attend a settlement conference to seek resolution of the dispute. Both parties shall endeavor in good faith to seek a reasonable and equitable resolution of the dispute during such settlement conference.

9.6 Cooperation. Each party shall diligently cooperate with the other in an effort to resolve disputes in the most fair and amicable manner possible, and shall perform such acts as may be necessary to obtain a prompt and expeditious resolution of the dispute.

9.7 Continuing Performance. Following the occurrence of any event of default or alleged event of default, and continuing during any resulting legal proceedings, each party shall continue to perform its duties and obligations under this Agreement unless otherwise specified in this Agreement, unless otherwise agreed or otherwise directed by a court of competent jurisdiction.

10.1 Obligations. Immediately upon expiration or termination of this Agreement, whether at the expiration of the Term or otherwise, the parties shall do the following:

- (a) Promptly upon termination, Contractor shall submit to the City detailed information relating

to each subcontractor and employee of Contractor performing work under this Agreement. This information shall be in sufficient detail so that (i) the City will have the ability to contact each Subcontractor and employee; (ii) the City can easily determine the role or function of each in regard to Contractor's obligations hereunder; and (iii) if it so elects, the City may engage each Subcontractor or employee on substantially the same terms as each had been contracted by Contractor.

(b) Within ten (10) days after Contractor's submission to the City of the information described in subparagraph (a), the City shall notify Contractor, in writing, of each Subcontract (including vending contracts) and employment agreement with respect to which the City has or intends to exercise its right to succeed Contractor.

(c) Within fifteen (15) days after Contractor's submission to the City of the information described in subparagraph (a), Contractor shall cancel or terminate all Subcontracts and employment agreements except those specified in the notice from the City to Contractor as being agreements that it intends to assume.

(d) Contractor shall use its best efforts to cancel or minimize any outstanding Subcontracts and employment commitments or agreements that the City does not intend to assume. Contractor shall initiate settlement of all outstanding liabilities and claims arising out of the commitments or agreements to be canceled. Contractor shall provide the City with an opportunity to review and approve all settlements contemplated with respect to any Subcontract or employee commitment or agreement, so that the City will have (if it so elects) a meaningful opportunity to assume outstanding Subcontracts and employee commitments or agreements. Any settlement shall be subject to approval by the City.

10.2 Assignment. Contractor shall incorporate a provision in all Subcontracts that provide for assignment to the City (at the City's election), as more particularly required by Paragraph 5.2 of this Agreement. Notwithstanding the incorporation of such provisions, at the request of the City, Contractor shall notify the subcontractor of its consent to the assignment of the Subcontract and execute an instrument assigning to the City in writing all of Contractor's rights, title, and interest under any subcontracts that the City desires to assume. At the sole discretion of the City, the City may settle all claims arising out of the cancellation of the Subcontracts.

10.3 Continuing Liability. Termination of this Agreement or any portion thereof, shall not relieve Contractor of its responsibilities relating any completed portions of the Services, nor shall it relieve Contractor's surety, if any, of its obligation for and concerning any claims arising out of the work performed.

10.4 Completion of the Services. If Contractor commits an Event of Default hereunder, the City may enter into an agreement with others for the performance of the Services under the Agreement or may use other methods which, in the opinion of the City, are required for the performance of the Services in an acceptable manner. To the extent that an Event of Default involves an employee(s) that Contractor has agreed to provide the City failing to show for work at the designated start time of the work day, the City shall immediately notify the Contractor by the most expeditious means and the City agrees to give the Contractor up to four (4) hours from the designated start of the work day to provide alternative employees to the City before the City seeks the services of others to provide alternative employees.

11.1 Status of Contractor. Contractor represents to the City that Ebyte Technologies, Inc., is a corporation duly created under the laws of Florida and qualified to transact business in Florida; and that Contractor possesses all permits and licenses necessary under applicable laws to authorize it to perform the Services. These licenses include a certificate of authority in good standing from Florida Department of

State, Division of Corporations.

12.1 Compliance with Tax Laws. The parties intend that the provisions of this Agreement shall comply in all respects with the requirements for management or service contracts promulgated by the Internal Revenue Service in Revenue Procedure 93-19, 1993 C.B. 526 ("93-19"). If the City (in its sole and absolute discretion) determines that any statute, regulation, ruling, announcement, notice, judicial decision, or other matter is enacted, promulgated, issued, released, published, or decided after the publication date of 93-19, which overrules, supersedes, or is inconsistent with 93-19 (a "Subsequent Ruling") and which causes the Agreement to violate the Subsequent Ruling, or if the City (in its sole and absolute discretion) determines that the Agreement does not comply with 93-19 or such Subsequent Ruling, a "Tax Condition" shall be deemed to have occurred. Upon the occurrence of a Tax Condition, the City, and Contractor shall, in good faith, negotiate modifications to this Agreement that would cure the Tax Condition. If the City and Contractor fail to agree to modifications within twenty (20) days after the occurrence of a Tax Condition, the City shall have the sole right to modify this Agreement in any manner that is minimally and reasonably necessary to comply with 93-19 or the Subsequent Ruling, and such modification shall be retroactive to the date The City determines is required to cause the City and this Agreement to comply with 93-19 and the Subsequent Ruling.

12.2 Waiver. This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the parties hereto. No failure by either party to insist upon the strict performance of any covenant, duty, agreement, or condition set forth in this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term, or condition. Any party hereto, by notice, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party hereto. No waiver shall affect or alter this Agreement, but each and every covenant, agreement, term, and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

12.3 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the City and its successors, permitted assigns, and legal representatives, and shall be binding upon and inure to the benefit of Contractor and its permitted successors, assigns and legal representatives. In the event of any assignment of this Agreement in whole or in part by the City, the term "City" as used in this Agreement shall be deemed to mean the assignee of the City, and as such, the assignee shall have all rights accorded to the City.

12.4 Designation of Representatives; Cooperation with Representatives.

(a) The City and Contractor shall each designate an individual (or individuals) who shall be authorized to make decisions and bind the parties on matters relating to the effectuation of this Agreement and the services to be provided hereunder. The designated individuals shall not have the right to make decisions inconsistent with the Agreement, or make amendments thereto or take any action or make any decisions that are not allowed under applicable law. Designations of representatives may be changed by a subsequent writing delivered to the other party. The parties may also designate technical representatives who shall be authorized to investigate and report on matters relating to the Services and negotiate on behalf of each of the parties but who are not authorized to bind the City or Contractor.

(b) Contractor shall cooperate with the City and all representatives of the City. Contractor shall provide such data, reports, certifications, and other documents or assistance reasonably requested by the

City. The provision of such information shall not in any manner diminish Contractor's rights or obligations under any other provision hereof.

12.5 Gratuities. Neither Contractor nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the City gifts, entertainment, payments, loans, or other gratuities. Contractor acknowledges knowledge of the State of Florida's ethics statutes and, to the extent applicable to the Contractor, Contractor agrees to abide with such statutes.

12.6 Conflict of Interest. Contractor hereby certifies that it will completely disclose to the City all facts bearing upon any possible conflicts, direct or indirect, with its performance that it believes any officer, employee, or agent of the Contractor now has or will have. Said disclosure shall be made by the Contractor contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to Contractor. Contractor at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the City.

12.7 Survival. All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, and shall survive the termination of this Agreement.

12.8 Accounting Records, Reports, and Practices.

(a) Contractor shall establish internal financial control practices and maintain accounting records which are accordance with generally accepted standards in the industry and the terms and conditions of this Agreement.

(b) Contractor agrees to provide copies of all forms to be used and notice of all accounting methods, internal controls, and procedures to be used in its reports to the City and when possible adopt methods, controls, and procedures that are compatible with existing methods, controls, and procedures used by the City.

(c) The City shall have unlimited access to all accounting records and supporting documentation during the terms of this Agreement and for a period of five (5) years thereafter. However, the City's right to access shall be exercised following reasonable notice to Contractor. Supporting documentation shall include but is not limited to contracts, leases, vouchers, checks, invoices, receipts, and all other documents relating to any matter, which is the subject of this Contract.

(d) Contractor will submit to the City from time to time such financial reports of its Service operations in a form and format as maybe required by and agreed to by the parties.

12.9 Permits, Licenses, Etc. Throughout the Term, Contractor shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by Contractor; shall pay all charges, fees and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to the City upon request.

12.10 Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of Florida and the parties stipulate that venue for any actions relating to this Agreement shall be Volusia County, Florida.

12.11 Public Records Disclosure. Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event Contractor

fails to abide by the provisions of Chapter 119, Florida Statutes, the City may, without prejudice to any right or remedy and after giving the Contractor and its surety, if any, seven (7) days written notice, during which period Contractor still fails to allow access to such documents, terminate the employment of the Contractor. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable termination expenses incurred by the City may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

12.12 Interpretation. (a) For purposes of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(b) If Contractor discovers any material discrepancy, deficiency, ambiguity, error or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of this Agreement, Contractor may immediately notify the City and request clarification of the City's interpretation of this Agreement.

(c) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one Party may have drafted or prepared any or all of the terms and provisions hereof.

12.13 Severability. The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

12.14 Computation of Periods. References to "days" contained herein shall mean calendar days unless otherwise specified provided that if the date to perform any act or give any notice specified herein (including the last date for performance or provision of notice "within" a specified time period) falls on a Saturday, Sunday or legal holiday, such act or notice may be timely performed on the next succeeding day that is not a Saturday, Sunday or legal holiday. Notwithstanding the foregoing, requirements relating to emergencies and other requirements for which it is clear that the intent is to require performance on a non-business day, shall be required to be performed as specified, even though the date in question may fall on a weekend or legal holiday.

12.15 Headings. The captions of the sections of this Agreement are for convenience only and shall not be deemed part of this Agreement or considered in construing this Agreement.

12.16 Compliance with Laws. Contractor shall keep fully informed regarding, and shall fully and timely comply with, all Current Laws and Future Laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, Contractor shall observe all rules and regulations of federal, state, and local health officials. Contractor shall not require any worker to work in surroundings or conditions that are unsanitary, hazardous, or dangerous to his or her health or safety.

12.17 Audits, Inspections and Testing. Contractor shall permit (at reasonable times) audits, inspections, and testing desired by the City relating to any matter, which is the subject of this Agreement. Such audits,

inspections, and testing shall not relieve Contractor of any of its obligations under this Agreement.

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

12.19 Entire Agreement. This Agreement, including the Exhibits attached hereto, together with the ITB and Contractor's Proposal constitutes the entire and integrated agreement between the parties hereto and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings and agreements, whether written or oral, with respect to the subject matter hereof.

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

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Port Orange signing by its Mayor, authorized to execute this Agreement and Ebyte Technologies, Inc. signing by and through its President duly authorized to execute same.

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor

Date: _____

ATTEST: City Clerk

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

Ebyte Technologies, Inc.

By: _____
Saroj Kasturia, President

Date: _____

(Corporate Seal)



"ATTACHMENT 1" SCHEDULE OF UNIT PRICING

BID FORM

Causeway Park North Boat Ramp Tending Docks Replacement ITB # 19-32

TEMPORARY EMPLOYEE AND EMPLOYEE LEASING SERVICES

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

Instruction to save Attachment from DemandStar website:

Perform "File Save As" and save spreadsheet to your computer. Fill in pricing in highlighted cells, preferably electronically.

Bidders are required to complete all fields shaded in green. Column F will be automatically calculated.

NAME OF BUSINESS:	EBYTE TECHNOLOGIES INC.,
CONTACT PERSON:	RAHUL KONE , VP STRATEGIC ACCOUNT MANAGEMENT
EMAIL ADDRESS:	rahul@ebytetechnologies.com
AUTHORIZED SIGNATURE:	

City of Port Orange Job Classification	City Pay Grade	Workers Comp Code	City Employee Rate of Pay	Employment Services Markup % per All ITB 19-32 Specifications	Employee Rate of Pay
Courier	11	8380	\$10.33	19.00%	\$12.29
Custodian	11	9015	\$10.33	19.00%	\$12.29
Program Leader	11	9102	\$10.33	19.00%	\$12.29
Summer Asst Site Supervisor	11	9102	\$10.33	19.00%	\$12.29
Water Meter Repairman	11	7520	\$10.33	19.00%	\$12.29
Staff Assistant	12	8810	\$11.05	19.00%	\$13.15
Summer Site Supervisor	12	9102	\$11.05	19.00%	\$13.15
Customer Service Representative	13	8810	\$11.82	19.00%	\$14.07
Maintenance Worker	13	9102	\$11.82	19.00%	\$14.07
Records Clerk	13	8810	\$11.82	19.00%	\$14.07
Administrative Assistant	14	8810	\$12.66	19.00%	\$15.07
Assistant Plant Mechanic	14	7520	\$12.66	19.00%	\$15.07
Athletic Field & Facility Technician	14	9102	\$12.66	19.00%	\$15.07
Equipment Operator	14	5509	\$12.66	19.00%	\$15.07
Facilities Maintenance Technician	14	9015	\$12.66	19.00%	\$15.07
Generator Technician	14	8380	\$12.66	19.00%	\$15.07
Permit Licensing Technician	14	8810	\$12.66	19.00%	\$15.07
Records Management Coordinator	14	8810	\$12.66	19.00%	\$15.07
Storekeeper	14	8810	\$12.66	19.00%	\$15.07

EXHIBIT "1"

Utility Accounts Clerk	14	8810	\$12.66	19.00%	\$15.07
Utility Systems Operator	14	7520	\$12.66	19.00%	\$15.07
Accounting Technician	15	8810	\$13.55	19.00%	\$16.12
Animal Control Officer	15	8831	\$13.55	19.00%	\$16.12
Automotive Mechanic I	15	8380	\$13.55	19.00%	\$16.12
Community Service Officer	15	7720	\$13.55	19.00%	\$16.12
Crew Chief	15	9102	\$13.55	19.00%	\$16.12
Fleet Service Writer	15	8380	\$13.55	19.00%	\$16.12
Heavy Equipment Operator	15	5509	\$13.55	19.00%	\$16.12
Lift Station Mechanic	15	7580	\$13.55	19.00%	\$16.12
PAL Director	15	7720	\$13.55	19.00%	\$16.12
Plant Mechanic	15	7520	\$13.55	19.00%	\$16.12
Program Specialist	15	9102	\$13.55	19.00%	\$16.12
Summer Playground Supervisor	15	9102	\$13.55	19.00%	\$16.12
Utility Accounts Specialist	15	8810	\$13.55	19.00%	\$16.12
Utility Line Locator	15	7520	\$13.55	19.00%	\$16.12
Victim Advocate	15	7720	\$13.55	19.00%	\$16.12
Automotive Mechanic II	16	8380	\$14.49	19.00%	\$17.24

City of Port Orange Job Classification	City Pay Grade	Workers Comp Code	City Employee Rate of Pay	Employment Services Markup per All Specifications %	Employee Rate of Pay
Evidence Technician	16	7720	\$14.19	19.00%	\$16.89
Quartermaster	16	8810	\$14.19	19.00%	\$16.89
Senior Permit Licensing Technician	16	8810	\$14.19	19.00%	\$16.89
Senior Utility Line Locator	16	7520	\$14.19	19.00%	\$16.89
Assistant City Clerk	17	8810	\$15.51	19.00%	\$18.46
Code Enforcement Officer	17	7720	\$15.51	19.00%	\$18.46
Customer Service Supervisor	17	8810	\$15.51	19.00%	\$18.46
Helpdesk Specialist	17	8810	\$15.51	19.00%	\$18.46
Human Resources Assistant	17	8810	\$15.51	19.00%	\$18.46
Senior Administrative Assistant	17	8810	\$15.51	19.00%	\$18.46
Treatment Plant Operator	17	7520	\$15.51	19.00%	\$18.46
Utility Accounts Supervisor	17	8810	\$15.51	19.00%	\$18.46
Victim Advocate Coordinator	17	7720	\$15.51	19.00%	\$18.46
Buyer	18	8810	\$16.60	19.00%	\$19.75
Chief Lift Station Mechanic	18	7580	\$16.60	19.00%	\$19.75
Chief Plant Mechanic	18	7520	\$16.60	19.00%	\$19.75
Crime Analyst	18	8810	\$16.60	19.00%	\$19.75
Drainage Supervisor	18	5509	\$16.60	19.00%	\$19.75
Executive Assistant to City Manager/Of	18	8810	\$16.60	19.00%	\$19.75
Facilities Maintenance Supervisor	18	9015	\$16.60	19.00%	\$19.75

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Field Operations Supervisor	18	7520	\$16.60	19.00%	\$19.75
Grounds Maintenance Supervisor	18	5509	\$16.60	19.00%	\$19.75
Information Technology Specialist	18	8810	\$16.60	19.00%	\$19.75
Instrument Control Technician	18	7580	\$16.60	19.00%	\$19.75
Laboratory Technician	18	7520	\$16.60	19.00%	\$19.75
Meter Services Supervisor	18	7520	\$16.60	19.00%	\$19.75
Parks Supervisor	18	9102	\$16.60	19.00%	\$19.75
Plant Maintenance Electrician	18	7580	\$16.60	19.00%	\$19.75
Records Supervisor	18	8810	\$16.60	19.00%	\$19.75
Recreation Coordinator-Athletics	18	9102	\$16.60	19.00%	\$19.75
Recreation Coordinator-Special Events	18	9102	\$16.60	19.00%	\$19.75
Reserve Police Officer	18	7720	\$16.60	19.00%	\$19.75
Roads & Streets Supervisor	18	5509	\$16.60	19.00%	\$19.75
Shift Supervisor	18	7580	\$16.60	19.00%	\$19.75
Special Events Coordinator	18	9102	\$16.60	19.00%	\$19.75
Accountant I	19	8810	\$17.76	19.00%	\$21.13
Administrative Supervisor	19	8810	\$17.76	19.00%	\$21.13
Assistant Laboratory Manager	19	7520	\$17.76	19.00%	\$21.13
Building Permit Coordinator	19	8810	\$17.76	19.00%	\$21.13

City of Port Orange Job Classification	City Pay Grade	Workers Comp Cod	City Employee Rate of Pay	Employment Services Markup % per All Specifications	Employee Rate of Pay
Construction Inspector	19	9410	\$17.76	19.00%	\$21.13
Development Review Technician	19	8810	\$17.76	19.00%	\$21.13
Emergency Management/Public Education	19	8810	\$17.76	19.00%	\$21.13
Engineering Inspector	19	9410	\$17.76	19.00%	\$21.13
Forester	19	9102	\$17.76	19.00%	\$21.13
Geographic Information System Technician	19	8810	\$17.76	19.00%	\$21.13
Human Resources Administrator	19	8810	\$17.76	19.00%	\$21.13
Paralegal	19	8810	\$17.76	19.00%	\$21.13
Police Accreditation Manager	19	8810	\$17.76	19.00%	\$21.13
Purchasing Agent	19	8810	\$17.76	19.00%	\$21.13
Recreation Supervisor Special Events	19	9102	\$17.76	19.00%	\$21.13
Recreation Supervisor-Athletics	19	9102	\$17.76	19.00%	\$21.13
Right of Way Agent	19	9410	\$17.76	19.00%	\$21.13
Utility Inspector	19	9410	\$17.76	19.00%	\$21.13
Accountant II	20	8810	\$19.00	19.00%	\$22.61
Applications Administrator	20	8810	\$19.00	19.00%	\$22.61
Building Inspector	20	9410	\$19.00	19.00%	\$22.61
Capital Improvement/Revenue Coordinator	20	8810	\$19.00	19.00%	\$22.61

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Code Enforcement Manager	20	7720	\$19.00	19.00%	\$22.61
Engineering Specialist	20	9410	\$19.00	19.00%	\$22.61
Financial Budget Analyst	20	8810	\$19.00	19.00%	\$22.61
Fleet Manager	20	8380	\$19.00	19.00%	\$22.61
Grant/Contract Accountant	20	8810	\$19.00	19.00%	\$22.61

Markup % for TEMPORARY Positions not listed Per All Specifications:	25.00%
Markup % for LEASED Positions not listed Per All Specifications:	25.00%

ment must be completed and returned with your Su.

EXHIBIT "1"

PERSONNEL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2020 by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **IOS ACQUISITION, LLC** ("Contractor"), a Delaware limited liability corporation, authorized to transact business in the State of Florida, whose principal address is 555 Madison Avenue, 5th Floor, New York, New York 10022 and whose Federal Identification Number is 47-3378693. The City and Contractor are collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the _____, _____, is authorized to contract for personnel services for; and

WHEREAS, on October 28, 2019, the City issued an Invitation to BID ("ITB") for Temporary Employee and Employee Leasing ("ITB 19-32"), together with all exhibits, attachments, addenda, and amendments thereto, and

WHEREAS, in response to the ITB, various vendors submitted proposals to provide Temporary Employee and Employee Leasing Services; and

WHEREAS, Contractor submitted to City its Proposal (hereinafter referred to as "Contractor's Proposal") in response to the ITB; and

WHEREAS, the City has selected Contractor to provide the personnel services all in accordance with the terms and conditions set forth herein; and

WHEREAS, the City and Contractor have agreed to execute this Agreement for purposes of setting forth the terms and conditions of the agreement of the parties and

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable considerations, the receipt and adequacy of which are hereby mutually acknowledged, the parties agree as follows:

1.1. Purpose: Incorporation of ITB and Contractor's Proposal.

(a) The ITB, together with this Agreement, set forth the terms and conditions for the provision of Temporary Employee and Leasing Services for the City; for the consideration to be paid by City to Contractor as compensation for the provision of Temporary Employee and Leasing Services; and, for certain other ancillary matters more particularly set forth herein or in the ITB.

(b) All terms and provisions of the ITB and the Contractor's Proposal (both on file with the City Clerk), and Contractor's Schedule of Unit Pricing which is attached hereto as Exhibit "1", are incorporated by reference in this Agreement as though fully set forth herein. Whenever possible, the provisions specifically set forth in this Agreement and those set forth in the ITB shall be construed to supplement each other, so as to give effect and meaning to all terms and provisions. If there is a conflict between any terms of the ITB and terms specifically set forth herein then, unless otherwise specifically provided herein or in the ITB, the terms of this Agreement shall prevail and take precedence over the terms of the ITB to the extent necessary to resolve such conflict.

(c) The Contractor's Proposal shall be construed to supplement the provisions of this Agreement and the ITB and shall be the determinative document with respect to consideration to be paid by the City. In no event shall the Contractor's Proposal be deemed to alter or modify the terms or provisions of the Agreement, the Scope of Services or the ITB. In the event of any conflict among the terms of the Contractor's Proposal and the Agreement, the ITB, or the Scope of Services, the terms of the Agreement, the ITB or the Scope of Services, as the case may be, shall prevail over the terms of the Contractors Proposal.

1.2 Definitions. All capitalized terms used herein shall have the meanings assigned to them in this Agreement, as supplemented and modified by the ITB; to the extent there is no conflict. Any capitalized terms used herein and not defined herein shall have such meanings as may be assigned to them in the ITB.

1.3 Contractor.

(a) From time to time in this Agreement, the term "Contractor" shall be deemed to refer to IOS Acquisition, LLC. From time to time in this Agreement, the term "Partner" or "Partners" may be used to refer to any proposed joint venture.

(b) This Agreement shall be liberally interpreted and construed so as to give effect to the intent of parties, which is that, unless this Agreement shall otherwise specifically so provide, all duties, obligations, and liabilities imposed upon Contractor, and all terms and provisions of this Agreement applicable to Contractor, shall in all events (and at all times hereafter, notwithstanding any assignment of this Agreement) apply to Contractor.

(c) Any assignment of this Agreement that is permitted under the terms hereof, or to which the City may otherwise consent, shall not release or discharge the Contractor from any duties or liabilities hereunder unless the City shall, in its sole and absolute discretion, otherwise agree in writing.

1.4 Current Laws; Future Laws.

(a) For purposes of this Agreement, the term "Current Laws" shall be broadly construed to mean and refer to all federal, state, and local laws, ordinances, regulations, and orders, and decrees of bodies, public authorities, or tribunals having any jurisdiction or authority over the parties or any matters relating to this Agreement, to the extent that the foregoing are in effect as of the Effective Date hereof.

(b) For purposes of this Agreement, the term "Future Laws" shall be broadly construed to mean and refer to all amendments, modifications, substitutions, and replacements of Current Laws, together with all federal, state, and local laws, ordinances, regulations, orders, and decrees of bodies, public authorities or tribunals having any jurisdiction or authority over the parties or any matters relating to this Agreement, to the extent that the foregoing may be controlling for this Agreement, and passed, entered, or enacted subsequent to the Effective Date hereof.

2.1 Scope of Services.

(a) Except as otherwise provided in Paragraph 2.4 or elsewhere in this Agreement, throughout the Term of this Agreement, Contractor shall provide, at its sole cost and expense, all labor and administrative support, necessary to perform the services described in the ITB ("Services"). Contractor shall

further comply with all terms and provisions of this Agreement.

(b) Contractor shall perform the Services in accordance with all applicable State and Federal laws, rules, regulations, and City of Port Orange ordinances and in accordance with applicable City guidelines, procedures, and policies and/or regulations.

2.2 Cooperation with Other Contractors.

(a) Contractor shall fully cooperate with the City and it shall diligently endeavor to perform its Services in a manner that will promote integration, synergism, and efficiency among Contractor, the City, and the other contractors for the City. Contractor shall not commit nor permit any action on the part of its employees or agents that might unreasonably interfere with the performance of work by any other contractor of the City.

(b) If Contractor asserts that other contractors have hindered or interfered with the progress or performance of the Services, the City shall use diligent, good faith efforts to aid in resolution of the conflict between Contractor and such other contractors. In such circumstances, Contractor's sole remedy for hindrance or interference caused by such other contractors shall be to seek legal recourse against such other contractors, and the City shall have no liability on account of such hindrance or interference.

2.3 Services Performed. The Services to be performed by Contractor shall be performed within or with respect to the City of Port Orange.

2.4 Termination for Convenience of City.

(a) The City shall have the right, at any time during the term of this Agreement, and for any reason whatsoever in the City's sole discretion, to terminate this Agreement with respect to all or any portion of the Services (such total or partial termination being referred to hereinafter as a "Termination for Convenience"). The City may exercise its right of Termination for Convenience by furnishing to Contractor written notice of its election to do so, which notice shall specify the Services that the City has elected to remove from the scope of this Agreement. The Termination for Convenience as to such Services shall be effective thirty (30) days following the date of the receipt of such notice by the Contractor. In that event, all references herein or in the ITB to "Services" shall be deemed to refer only to those operation and management tasks that continue to be required to be performed by Contractor hereunder.

(b) As of the date upon which a Termination for Convenience is effective, the City shall reduce the Contract Amount so as to omit payment for those elements of work and Services as to which the City exercised its right of Termination for Convenience; provided, however, such reduction shall be in accordance with the provisions of Paragraph 6.1 of this Agreement.

(c) In no event shall a Termination for Convenience be deemed a default by the City under this Agreement or the ITB, and a Termination for Convenience shall not subject the City to any penalty, claim for damages, liquidated damages, or any other claim of any type by Contractor.

2.5 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.

2.6 Ownership of Documents, Inventions and Copyrights.

(a) The City is and shall be and remain the sole owner of all rights including copyrights, trademarks, patent rights, and other intellectual property rights, with regard to any and all reports, plans, documents, software, data, and items developed with respect to the performance of this Agreement. Contractor may not use such materials in any way, other than in performance of its Services under the terms of this Agreement, without the prior written consent of City, which may be granted or denied in the City's sole discretion. If the City consents to use of any materials or rights described in this subparagraph by Contractor, Contractor may use such materials or rights in a manner consistent with such consent, but such use shall be at Contractor's sole risk and without representation or warranty of the City.

(b) As permitted by the Florida Statutes, information generated in connection with this Agreement shall be the property of the City. Contractor shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of its duties hereunder, without the City's prior written consent, which may be withheld or granted in the sole discretion of the City.

2.7 Applicable Laws and Regulations. Contractor shall perform the Services in compliance with the standards and requirements set forth herein in the scope and services, applicable laws, rules, statutes, ordinances, regulations, and good business practices.

3.1 Term of Agreement

(a) Except as otherwise stated herein, the term of this Agreement shall be for a period of three (3) years (referred to hereinafter as the "Initial Term"), measured from the Effective Date (as defined in this Article III) unless sooner terminated. This Agreement shall be automatically extended at the end of the Initial Term for two (2) one-year periods, unless either Party notifies the other, in writing, at least thirty (30) days prior to the end of the term then in effect. Annual renewals shall be subject to review and approval by the City Manager.

(b) The parties understand and agree that at the expiration of this Agreement or any extension thereto, the City shall in no way be further obligated to Contractor and shall not be impaired from negotiating with and contracting with any other publicly or privately-owned entity wishing to offer Services to the City.

(c) In the event this Agreement is not extended or otherwise renewed, the Contractor shall surrender possession of all the City property immediately upon its expiration and remove all other personal property, Contractor, its directors, officers, employees, agents and/or subcontractors from the City of Port Orange no later than five (5) days following the Agreement's expiration.

(d) Pursuant to the requirements of Florida Law and the City of Port Orange Code of Ordinances, the City's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the City Council.

3.2 Effective Date. The effective date, upon which Contractor shall commence performing the Services and upon which date the Term shall commence, shall be the date designated by the City in a written notice to proceed.

4.1 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.

4.2 Relationship Between City and Contractor.

(a) Contractor is intended to be and shall be an independent contractor of the City in performance of its duties hereunder, and nothing shall be construed as creating any relationship other than that of owner and independent contractor, nor shall there be deemed to exist any relationship whatsoever between the City and contractor's employees. The personnel who assist Contractor in the performance of Services under this Agreement shall at all times be employees of Contractor and not employees of The City. Contractor shall pay all wages, salaries, and other amounts due to its employees in performance of the duties set forth in this Agreement and shall be responsible for all reports and obligations respecting such employees, including but not limited to Social Security tax, income tax withholding, unemployment compensation, worker's compensation, employee benefits, and similar matters.

(b) Contractor shall be solely responsible for all civil liability due to negligent acts or omissions of its employees or agents resulting in accidents, injuries, or death to persons or property damage during its management and delivery of Services. All personal property of the Contractor utilized in the performance of Services shall be at the sole risk of the Contractor, including, without limitation, risks arising from any environmental damage or liability, theft or vandalism.

(c) The City shall be a third-party beneficiary to the Contractor's contracts for the delivery of Services with any provider or Subcontractor and in the event terms of those contracts shall conflict with any terms and conditions in this Agreement, the terms and conditions in this Agreement shall prevail.

4.3 Removal. Promptly upon written request of the City, Contractor shall remove from activities associated with or related to the performance of this Agreement any employee whom the City considers (for any reason not prohibited by law, in the City's sole discretion) unsuitable for such work. Such employee shall not be reassigned to perform any work relating to the Services except with the express written consent of the City. No compensation in any form shall be paid to Contractor by the City in consideration for the right of removal described in this paragraph or in consideration of the exercise thereof.

4.4 Drug-Free Workplace Requirements. Throughout the Term, Contractor shall provide a drug-free workplace by establishing a drug-free workplace and program in compliance with the ITB and City policy.

4.5 Compliance With Workplace Laws.

(a) Throughout the Term, while performing under this Agreement, Contractor, its agents, employees, and subcontractors shall observe and fully comply with all Current Laws and Future Laws that pertain to workplace safety, labor, or employment. Without limiting the generality of the foregoing, Contractor shall comply in all respects with the Americans With Disabilities Act of 1990, codified at 42 U.S.C. Section 12101 et seq., as it may be modified or amended from time to time hereafter, together with

all regulations promulgated from time to time thereunder.

(b) Contractor shall prominently post and publish all employment notices and Information required to be published by any applicable law, rule, regulation, or ordinance from time to time in effect, for review and consideration by its employees.

(c) Contractor, its agents and subcontractors shall provide to their respective employees a work environment free of harassment, and shall make all reasonable accommodations on behalf of employees that may be required by applicable laws and regulations from time to time in effect.

(d) Contractor acknowledges that its employees, agents, Subcontractors, and the employees and agents of Contractor's subcontractors and their agents, are not employees or agents of the City and that Contractor will not be acting as the City's agent or on its behalf for purposes of complying with laws and regulations pertaining to workplace safety, labor, or employment.

(e) To that end, Contractor shall defend, indemnify and hold harmless the City from any damages, claims, costs, or liabilities resulting from a violation or breach attributable solely to Contractor, its agents, employees, or subcontractors of any of the representations or undertakings in this Paragraph 4. This indemnification specifically includes, but is not limited to, court costs and attorneys' fees incurred by the City as a result of Contractor's violation or breach.

4.6 Contract Administrator. The City may designate a member of its staff pursuant to Paragraph 12.4 to act on behalf of the City as the Contract Administrator for administering this Agreement, with the exception of items, which would require City Council approval. The staff designee shall initially be as follows:

Jamie Miller, PHR
Administrative Services Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5562
E-Mail: jmiller@port-orange.org

The City's Contract Administrator shall:

(a) Serve as the liaison between Contractor and the City on all matters relating to this Agreement.

(b) Shall be responsible for ensuring that any information supplied by Contractor is properly distributed to the City management personnel, and appropriate staff.

(c) Shall be responsible for the day to day monitoring and assessment of the quality of Services provided by Contractor under the terms and conditions of this Agreement.

(d) Coordinate the contract with other City staff that may be designated to assist in carrying out the functions and Services under this Agreement.

4.7 Notices.

(a) All Notices required or to be given hereunder shall be in writing and shall be deemed to have been properly given on the third day after being deposited in the United States mail, with adequate

postage, and sent by registered or certified mail with return receipt requested, to the appropriate party at the addresses set out below, or when delivered after being deposited with a nationally recognized overnight courier such as Federal Express, Express Mail, or other overnight delivery service for next-day delivery:

TO THE City:

Jamie Miller, PHR, Administrative Services Director
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5562

With a copy to:

Shannon Balmer, Assistant City Attorney
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5525

TO THE CONTRACTOR:

IOS Acquisition, LLC
Vince Puma, CEO
555 Madison Avenue
5th Floor
New York, New York 10022
(212) 430-1703
skennedy@iosstaffing.com

(b) Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior written notice of the address change.

4.8 Equal Employment Opportunity.

(a) Contractor shall ensure equal employment opportunity without regard to race, color, national origin, sex, age, religion, or disability and ensure that no distinctions are made among persons, and no decisions are made regarding individuals, on the basis of race, color, religion, age, gender, disability, or national origin.

(b) Throughout the Term, Contractor shall strictly comply with all applicable provisions of Title VI of the Civil Rights Act of 1964. Contractor maintains an Equal Employment Opportunity Policy, a Discrimination, Harassment and Retaliation Policy and an Open Door Policy and shall keep complete and accurate records of all procedures and decisions relating to hiring of individuals within minority classes. Those records shall be available to the City at Contractor's office, for review and copying, at all reasonable times and without prior notice.

4.9 Notification of Conviction of Crimes. To the extent that it has or becomes aware of such information or should reasonably become aware of such information, Contractor shall notify the City if any

of their officers, directors, or executives, or employees of any Subcontractors are convicted, of any crime, if such individuals have expended substantial time or effort on behalf of Contractor in connection with the furnishing of Services under the terms of this Agreement or might reasonably be expected to do so at a future time. Such notification shall be made no later than ten (10) days after the occurrence of the conviction, and failure to do so shall be an Event of Default hereunder (as defined in Article IX).

5.1 Assignment Rights and Limitations.

(a) The City has selected Contractor to perform the Services based upon characteristics and qualifications of Contractor and its employees. Therefore, Contractor may not assign, delegate, or subcontract its rights or obligations under this Agreement without the prior written consent of the City, which consent the City may grant or withhold in its sole and absolute discretion. Any attempt by Contractor to assign or to subcontract any performance of this Agreement without such consent shall be null and void and shall, at the City's option, constitute a default under this Agreement.

(b) Contractor may assign its rights to receive payment under this Agreement with the City's prior written consent, which consent shall not be unreasonably withheld.

(c) The City may assign all or any portion of its rights under this Agreement without consent of or advance notice to Contractor.

5.2 Subcontracts.

(a) Subject to the right of the City to review and approve or disapprove subcontracts in accordance with this Section, Contractor shall be entitled to subcontract some of the Services performed to other entities. The subcontracts executed by Contractor in accordance with the terms of this Agreement (including vendor contracts) may be referred to herein as "Subcontracts" and the subcontractors thereunder may be referred to herein collectively as "subcontractors."

(b) All Subcontracts must contain the following provisions:

(i) The Subcontract must provide that it is assignable to the City (or its successor in interest under the terms of this Agreement) without the prior approval of the parties thereto, and that the assignment thereof shall be effective upon receipt by the subcontractor of written notice of the assignment from the City. Upon such event, the City shall be deemed to assume the obligations of Contractor under the Subcontract, but only to the extent such obligations accrue from and after the date of the assignment.

(ii) Each Subcontract must require the subcontractor to comply with the terms of this Agreement and must require the Subcontractor to carry forms and amounts of insurance satisfactory to the City in its sole discretion. The City shall be listed as an additional insured in such insurance policies (other than workers' compensation policies), and copies of insurance certificates and policies shall be delivered to the City upon request.

(iii) All warranties (express and implied) of each Subcontractor shall inure to the benefit the City and its successors and assigns.

(c) All Subcontracts shall be subject to the City's prior written approval as to the general form of the Subcontract and the identity of the subcontractor, which approval may be granted or withheld in the

sole discretion of the City. The City may waive the right to approve a particular Subcontract, but such waiver shall not affect the City's right to review and approve or disapprove other Subcontracts. The City's approval of a Subcontract shall not be deemed a warranty of any nature. Following approval of a Subcontract, Contractor shall not be entitled to terminate such Subcontract without first obtaining the City's written approval of Contractor's arrangements for performance of the work covered by such Subcontract.

6.1 Compensation.

(a) As compensation for the timely performance of the Services in compliance with the terms of this Agreement, the City will pay Contractor pursuant to the provisions of this Agreement and the ITB.

(b) Notwithstanding anything herein or in the ITB or Contractor's Proposal to the contrary, assuming that Contractor timely performs the Services in accordance with the terms of this Agreement and a Termination for Convenience does not occur, the Total Compensation (as herein defined) paid to Contractor under this Agreement is limited to an amount not to exceed the budget appropriation for each fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended (the "Maximum Total Compensation").

(c) If the City shall cause a partial Termination for Convenience during any Term Year by terminating Contractor's right and obligation to perform a portion of the Services, the amounts of Maximum Total Compensation for the Term Year during which such partial Termination for Convenience is effective shall be reduced by the same proportion as the ratio of Services to be performed has been reduced. The reduction in Maximum Total Compensation shall be effective for as long as the reduction in the scope of Services to be performed is effective.

(d) If a total Termination for Convenience shall occur during the Term, the Maximum Total Compensation (as set forth in subparagraph (b)) to be paid to Contractor during the Term during which such Termination for Convenience is effective shall be a prorated amount, based upon the portion of such Term during which this Agreement is in effect. No compensation shall be paid to Contractor following the effective date of such termination.

(e) For purposes of this Paragraph 6.1, the terms "Total Compensation" and "Term Year" shall be defined as follows:

(i) "Total Compensation" shall mean the terms of this Agreement and the attached [Insert Date] Addendum [Insert Number] to Existing ITB from the Contractor.

(ii) A Term Year shall be the year period that commences on the Effective Date.

(f) The City may withhold any portion of a required payment if either:

(i) A portion of the Services for which the payment has been requested has not been performed in accordance with the requirements of this Agreement, or

(ii) Contractor has failed to submit the required documentation supporting the portion of such payment in accordance with the requirements of this Article, the Agreement and the ITB.

g) The City may withhold all of a payment requested in an invoice if:

(i) A substantial portion of the Services described in the invoice has not been performed in accordance with the requirements of this Agreement;

- (ii) Contractor has failed to submit the required documentation supporting a substantial portion of the Services described in such invoice in accordance with the requirements of this Article, the Agreement, or the ITB; or
- (iii) Defects in or omissions from the invoice or the required supporting documentation otherwise cause the City to question or dispute the accuracy of the invoice as a whole.

(h) If the City withholds all or any portion of a payment in accordance with this Paragraph 6.1, City shall pay Contractor an amount determined in accordance with the terms of this Agreement, promptly upon receipt by the City of additional required documentation or following resolution of outstanding issues or disputes, as the case may be.

(j) The fiscal impact of changes in State and Federal law or County ordinances as defined in Section 1.4 herein, which substantially reduces the Total Compensation received by the Contractor under this Agreement may become the subject of negotiations between the parties relating to claims for additional compensation by the Contractor.

6.2 Invoice for Payments and Required Documentation. A payment (as provided in Section 6.1 hereof) will be made by the City in accordance with the Florida Prompt Payment Act only after Contractor has submitted the following documentation to the City, which documentation shall be accepted, subject to the City's review and approval.

(a) An invoice in a form acceptable to the City, with supporting documentation as reasonably required by the City.

(b) A certificate describing all outstanding claims and potential claims, if any, as of the date of the invoice.

6.3 Payment Terms. To the extent Services for which payment has been requested have been performed in accordance with the provisions of this Agreement, and to the extent that an invoice and the documentation described in Paragraph 6.2 has been submitted to the City with respect to such Services, the City shall pay Contractor for the performance of the Services within 45 days of receipt of invoice.

7.1 Contractor Responsibility.

(a) Contractor shall take all reasonable precautions in the performance of the Services and shall cause its employees, agents, and subcontractors to do the same. Contractor shall be responsible and liable for any damage, injury, or loss to the following described persons and property, but only to the extent that such damage, injury, or loss in whole or in part are caused by or arise out of acts or omissions of Contractor or its employees, agents, officers, or subcontractors, or any other persons for whom Contractor may be legally or contractually responsible or out of a failure of Contractor to comply with the terms of this Agreement unless, and to the extent, such damage, injury or loss is attributable to the City's direction, control or supervision of the employees furnished by the Contractor. The Contractor shall be responsible and liable for the persons and property described herein, for the following:

- (i) all employees of Contractor and the subcontractors and other persons who would reasonably be expected to be affected by the performance of the Services.
- (ii) other property of Contractor and its employees, agents, officers, subcontractors,

and all other persons for whom Contractor may be legally or contractually responsible on or adjacent to areas upon which Services are performed.

(iii) members of the public and their personality.

(b) Contractor shall comply, and shall cause its employees, agents, officers, Subcontractors, and all other persons for whom Contractor may be legally or contractually responsible to comply, with all Current Laws and Future Laws relating to the safety of persons and property and their protection from damage, injury, or loss.

(c) Contractor shall be responsible for all damage and loss that may occur with respect to any and all property in any way involved in the provision of Services by Contractor, whether such property is owned by Contractor, the City or any other person, to the extent such damage or loss shall have been whole and in part caused or brought about by the acts or omissions of Contractor or its employees, agents, officers, subcontractors, or any other persons for whom Contractor may be legally or contractually responsible unless, and to the extent, such damage, injury or loss is attributable to the City's direction, control or supervision of the employees furnished by the Contractor.

(d) Contractor shall ensure that all of its activities and the activities of its employees, agents, officers, subcontractors, and all other persons for whom Contractor may be legally or contractually responsible are undertaken in a manner that will minimize the effect on property and the public.

7.2 Indemnifications by Contractor.

(a) Contractor shall defend, indemnify and hold harmless the City and each and every individual that is now (or may in the future become associated with the City, including its elected and appointed officials, officers, directors, agents, consultants, and employees (collectively referred hereinafter to as the "Indemnified Parties") from and against any and all losses, penalties, interest, demands, judgments, claims, causes of action, suits, legal or administrative proceedings, damages, losses, liabilities, response costs, fees, costs and expenses (including, without limitation, reasonable attorneys', paralegals,' and expert witness fees and costs that may be incurred, whether for personal injury, death, property damages, direct or consequential damages or economic loss including environmental impairment) arising out of, relating to or resulting from in whole or in part:

- (i) The negligent performance by Contractor (or its employees, agents, officers, subcontractors, or any other persons for whom Contractor may be contractually or legally responsible) of the Services or other duties or obligations set forth in this Agreement (including the ITB and the Scope of Services) or the material failure to perform the Services in the manner herein required.
- (ii) The failure of Contractor (or its employees, agents, officers, subcontractors, or any other persons for whom Contractor may be contractually or legally responsible) to comply with any applicable law, rule, ordinance, regulation, or statute in performing the Services or other duties or obligations set forth in this Agreement.
- (iii) Any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions in performance of the Services or other duties or obligations set forth in this Agreement.

- (iv) Any negligent act or omission of Contractor (its employees, agents, officers, subcontractors, or any other persons for whom Contractor may be contractually or legally responsible), including, but not limited to, any negligent act or omission that may cause, result in, or contribute to the injury to or death of persons, or the damage to or loss of property.
- (v) The assertion by any contractor, subcontractor, or other person that inconvenience, disruption, delay or loss has been caused by actions or interference of Contractor (or its employees, agents, officers or subcontractors or any other persons for whom Contractor may be contractually or legally responsible), or other failure of Contractor (or its employees, agents, officers or Subcontractors or any other persons for whom Contractor may be contractually or legally responsible) to cooperate reasonably with such contractors, subcontractors or other persons.

(b) The City and Contractor agree the first \$100.00 of this Agreement's compensation paid by the City to Contractor shall be given as separate consideration for this indemnification and any other indemnification of the City by Contractor provided for within this contract document, the sufficiency of such separate consideration being acknowledged by Contractor's acceptance and execution of the Agreement. Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. Contractor agrees to pay on behalf of the Indemnified Parties, as well as provide payment for a legal defense for the Indemnified Parties, both of which will be done only if and when requested by an Indemnified Party for all claims made. Such payment on the behalf of the Indemnified Parties shall be in addition to any and all other legal remedies available to the Indemnified Parties and shall not be considered to the City's exclusive remedy under the terms of or as a consequence of any workers' compensation, disability benefit, or other employee benefits laws.

7.3 Liability for Failure for Employee Theft. Without limiting the generality of the provisions of this Paragraph, Contractor shall reimburse the City in the amount of any and all funds or property that are lost or converted by reason of theft, fraud, dishonesty, embezzlement, false reporting or conversion by Contractor, its employees, agents, officers, Subcontractors or others under control of Contractor, or for whose actions Contractor is legally or contractually responsible. Contractor shall promptly notify the City of any such losses, and shall pay such amounts to the City on or within thirty (30) days after the date that the loss is discovered. Contractor may, at its option, obtain employee fidelity bonds or other insurance coverage with respect to the losses described in this subparagraph, but the absence of such coverage shall not limit Contractor's liability to the City.

7.4 No Effect on Other Rights. The obligations set forth in this Article shall not be construed to negate, abridge, or reduce other rights or obligations that otherwise would exist in favor of a party indemnified hereunder.

8.1 Issuers of Insurance. Contractor shall procure, at its own expense, insurance acceptable to the City as described herein and shall maintain the insurance in full force and effect throughout the Term in the manner specified herein. All Insurance shall be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class VIII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by the City in its sole and absolute discretion. Failure to maintain the requisite insurance in place throughout

the Term hereof shall be an Event of Default by Contractor hereunder.

8.2 Insurance Coverage.

(a) All insurance policies required to be obtained by Contractor under this Agreement shall be underwritten by insurance companies licensed to do business in the State of Florida and having Best ratings of at least A-V I. and such policies and the terms thereof shall be subject to review and approval of the City. Contractor shall obtain endorsements to all policies and certificates of insurance providing that:

- (i) no cancellation, non-renewal, or reduction in coverage shall be effective unless the insurer first gives the City thirty (30) days' written notice.
- (ii) the policies are primary, and not contributing, with respect to any insurance that may be carried by the City.
- (iii) with respect to workers' compensation and employer's liability policies, and with respect to other policies to the extent allowed by law and available without voiding insurance coverage the insurer waives its right of subrogation against the City, and its respective council members, directors, officers, employees and agents.

(b) Contractor shall promptly furnish the City with certificates evidencing the existence of the insurance coverage herein required upon receipt. Contractor may obtain for its own account any insurance not required under this Agreement. Certificates shall be current ACCORD form and shall reflect additional insurance requirements as may be required herein.

(c) If Contractor fails or refuses to procure or maintain insurance as required by this Agreement or fails or refuses to furnish the City with evidence that the insurance has been procured, is in force and has been paid for, the City shall have the right, at its election, and following ten (10) days written notice to Contractor, to procure and maintain such insurance pursuant to Paragraph 8.8. The premiums paid by the City shall be offset against payments that otherwise would be due to Contractor under this Agreement.

8.3 Forms of Insurance Coverage and Minimum Limits. Contractor shall maintain insurance policies throughout the Term with the following coverages and minimum limits.

(a) Commercial General Liability Insurance, with limits of \$500,000.00 per occurrence and \$1,000,000.00 aggregate, including coverage parts of Bodily injury, Broad Form Property Coverage, Personal Injury, Independent Contractors, Blanket Contractual Liability, and Products and Completed Operations. Liability insurance shall be pursuant to current ISO simplified form. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by Contractor under this Agreement.

(b) Automobile Liability (for bodily injury, death and property damage) with a minimum combined single limits of \$500,000.00 for each accident for all hired, owned and non-owned vehicles.

(c) Workers' Compensation Insurance Coverage, including all coverage required under the laws of the State of Florida (as amended from time to time hereafter) and Employer's Liability Coverage in the amount of \$500,000.00 per accident, \$500,000.00 per illness, and \$500,000.00 annual aggregate illness.

- (d) Errors and Omissions coverage limits of \$1,000,000.00.
- (e) Excess liability coverage with limits of \$1,000,000.00 with terms and conditions no more restrictive than the underlying forms.

8.4 Endorsements With Respect to Liability Coverage. All general liability and automobile liability policies must contain, or must be endorsed to contain, the provisions set forth below:

(a) The City, its respective council members, directors, officers, employees and agents shall be additionally insured with respect to any and all liability arising out of the work required under this Agreement only to the extent that such board members, directors, officers, employees and/or agents direct, control or supervise the employees provided by the Contractor.

(b) For any claims related to Contractor's responsibilities under this Agreement, Contractor's insurance coverage shall be primary insurance with respect to the City and its respective board members, directors, officers, employees and agents. Any insurance or self-insurance maintained by the City, or their respective members, directors, officers, employees and agents, shall be excess of Contractor's insurance and shall not be contributory with Contractor's coverage.

(c) Any failure on the part of Contractor to comply with reporting provisions or other conditions of the policies, any breach of warranty, or any action or inaction of Contractor or others, shall not affect coverage provided to the City, and its respective board members, directors, officers, employees and agents.

(d) Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(e) To the extent allowed by law, and to the extent such endorsements are available without voiding primary coverage, each policy shall waive any right of subrogation against the City and/or, and its respective board members, directors, officers, employees and agents.

8.5 Miscellaneous Provisions With Respect to Contractor's Insurance Coverage.

(a) To the extent that Contractor engages any subcontractors for the Services to be performed under this Agreement, Contractor shall require each subcontractor to include the City and its respective board members, directors, officers, employees and agents, as additionally insured under such subcontractor's general liability and automobile liability insurance policies. Contractor shall have sole responsibility for determining the amount of coverage required to be obtained by subcontractors, which determination shall be made in accordance with requirements established by Contractor's insurance company.

(b) The procurement of required policies of insurance shall not be construed to limit Contractor's liability hereunder or to fulfill the indemnification provisions and requirements of this Agreement.

(c) Any deductibles or self-insured retentions for Contractor's liability insurance must be declared to and approved by the City.

(d) From time to time during the Term, the City may notify Contractor of changes to the City's requirements with respect to insurance coverage, and Contractor shall promptly cause corresponding changes to be made in its coverages, to the extent commercially feasible. The City shall reimburse

Contractor for additional costs arising from such changes.

(e) Except as otherwise provided in subparagraph (d), in no event shall the City be liable for payment of premiums or other amounts with respect to insurance coverage carried or required to be carried by Contractor or any Subcontractors.

(f) The insurance requirements set forth in this Article are not intended as, and shall not be deemed a basis for, a waiver of the City's sovereign immunity, or the sovereign immunity of any state agency or political subdivision named on the required insurance policies.

8.6 City's Right to Remedy Breach by Contractor. If Contractor fails to provide insurance as required herein, the City or its assignees will have the right, but not the obligation, to purchase such insurance after giving the Contractor thirty (30) days' notice to cure this default. In such event, the amount paid for such insurance will be credited against the next accruing payment or payments that otherwise would be made by the City to Contractor under this Agreement. To the extent the City incurs any damages (not including amounts paid for insurance coverage during the sixty (60) day period) within the above sixty (60) day period, which are directly and solely attributable to the Contractor failing to provide insurance as required herein, the amount of such damages will be credited against the next accruing payment or payments that otherwise would be made by the City to Contractor under this Agreement.

8.7 Financial Information and Status. Contractor shall promptly notify the City in writing of the occurrence of any material adverse change in the financial condition, business, prospects, affairs or operations of any Related Party or any of its properties or assets, or of the existence of any material impairment of the right or ability of the Contractor or any Related Party to carry on its operations as currently conducted. For purposes of this paragraph, Related Party ("Related Party"), shall mean any parent, subsidiary, affiliate, managing entity, partner, corporate, subcontractor, or other legal entity possessing an interest in the ownership and/or operation of the Contractor.

9.1 Default by Contractor.

(a) The occurrence of any one or more of the following events shall constitute an event of default by Contractor (including any Partner) under this Agreement (each such event being hereinafter referred as an "Event of Default"):

- (i) Failure of Contractor or any subcontractor to secure or maintain in place at all times during the Term of this Agreement any bond or any policy of insurance of the type and with the coverage herein required.
- (ii) Dishonesty, embezzlement, or false reporting of financial information by Contractor or its employees, agents, officers, subcontractors, or others under control of contractor; willing or knowing participation by Contractor in a fraud; failure of Contractor to promptly report in writing to the City the occurrence of any theft, fraud, dishonesty, embezzlement, false reporting or conversion by Contractor, its employees, agents, officers subcontractors, or others under control of Contractor or for whose actions Contractor is legally or contractually responsible.
- (iii) Failure of Contractor to promptly reimburse the City for any loss or damage to the City or its property.

- (iv) Refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes and made or received by the Contractor in conjunction with this Agreement.
- (v) Conviction of any employee or affiliate of Contractor of a public entity crime, or placement of the names of Contractor or any employee, or affiliate of Contractor on the convicted vendor list established and maintained by the State of Florida Department of Management Services. For purposes of this subparagraph, the terms "affiliate", "convicted vendor list" and "public entity crime" shall have the meanings assigned by, Section 287.133, Florida Statutes as it may be modified, amended, replaced or substituted from time to time hereafter.
- (vi) Change in structure or ownership of the Contractor so that an interest of twenty-five (25) percent or more is owned or controlled by a foreign country, any political subdivision or agency of a foreign country, any business entity, which is incorporated in a foreign country and/or has its principal place of business in a foreign country or a foreign-born individual who is not naturalized US citizen.
- (vii) Unreasonable or unexcused delay or discontinuance by Contractor of the Services to be performed pursuant to this Agreement.
- (viii) To the extent allowed by law, filing by Contractor of a petition in bankruptcy or for reorganization or for an arrangement pursuant to any federal or state bankruptcy law or any similar federal or state law; adjudication of Contractor as a bankrupt or insolvent; assignment by Contractor for the benefit of creditors; admission in writing by Contractor of its inability to pay its debts generally as they become due; filing of a petition or answer proposing the adjudication of Contractor as bankrupt or insolvent pursuant to any federal or state bankruptcy law or similar federal or state law in any court, and failure of Contractor to discharge such petition or answer within ninety (90) days after the filing thereof.
- (ix) Appointment of a receiver, trustee or liquidator of Contractor, or of all or substantially all of its assets, in any proceeding, and failure of Contractor to cause such appointment to be canceled or discharged within ninety (90) days after such appointment, if the appointment was not requested by Contractor.
- (x) Failure by Contractor to satisfy or post bond with respect to any final judgment against it within ten (10) days of entry of the judgment.
- (xi) Attempt by Contractor to assign its rights or delegate its obligations in contravention of the terms of this Agreement, or execution by Contractor of a Subcontract in violation of the terms of this Agreement.
- (xii) Failure of Contractor to pay in full, as and when due, any amount that may be or become properly due and payable to the Internal Revenue Service, the Florida Department of Revenue, any employee pension or retirement plan, any Subcontractor or any other entity that furnishes goods, services, or personnel to aid or assist Contractor in performance of the Services. If Contractor, in good faith, disputes the amount of a payment alleged to be due, or disputes whether or not a

payment actually is due, Contractor may withhold the disputed payment from the alleged payee until Contractor and the alleged payee resolve the dispute through negotiation, litigation, or otherwise, but only so long as:

(A) Contractor continues performing the Services in the manner herein required during the resolution of the payment dispute, and there is no adverse impact on the services provided.

Upon request of the City, Contractor will advise the City of the status of any dispute over amounts allegedly due and payable by Contractor to a third party with whom a dispute exists as described herein.

- (xiii) Failure of Contractor to furnish information required under the terms of Article VIII hereof, as and when required.
- (xiv) The occurrence of any event or circumstance (whether in connection with the performance of the Services or otherwise) that causes the City to have reasonable concerns as to the ability (financial or otherwise) of Contractor or any Subcontractor to perform the Services in the manner herein required.
- (xv) Failure by Contractor to perform any component of the Services in a manner acceptable to the City in its reasonable discretion, or material failure by Contractor to otherwise perform its obligations under this Agreement or to substantially comply with any terms or provisions set forth herein, in the ITB, or in scope of services, as it may hereafter be amended, modified, or supplemented from time to time.

9.2 Event of Default by the City. The failure of the City to make payments to Contractor at the times and in the amounts required by this Agreement shall constitute an Event of Default by the City under this Agreement.

9.3 Rights of Non-Defaulting Party Upon Occurrence of Event of Default.

(a) If Contractor commits an Event of Default hereunder the City shall be entitled to exercise any or all of the following remedies, in addition to any or all other remedies or rights provided by law or equity to which the City may resort, cumulatively or in the alternative, and in addition to such other rights and remedies elsewhere set forth in this Agreement:

- (i) The City may terminate this Agreement and Contractor's rights hereunder by giving Contractor a notice of termination. On the fifteenth (15th) day following such termination notice, or on the date specified in such notice, if later, Contractor's rights hereunder shall terminate. To the extent that any duties, obligations, or liabilities of Contractor shall have accrued as of the effective date of termination, such duties, obligations, and liabilities shall survive the termination of this Agreement.
- (ii) The City may terminate some but not all of Contractor's rights hereunder by modifying the definition of Services to exclude therefrom those Services as to which the Event of Default has occurred. The City shall give Contractor notice of those Services to be terminated and, on the fifteenth (15th) day following such termination notice, or on the date specified in such notice, if later, Contractor's

obligation to perform such Services, and its rights to be paid for the performance thereof, shall terminate.

- (ii) If the Event of Default consists of a failure of Contractor to perform an obligation or duty in the manner or within the time required under the terms of this Agreement, the City may either perform such obligation or duty or retain another party to perform such obligation or duty, in either case offsetting the cost of such performance against the payments otherwise due by the City to Contractor under this Agreement.
- (iv) The City may collect from Contractor, or may offset against amounts due or to become due to Contractor under the provisions of this Agreement, all costs and expenses incurred by the City or damages or liabilities suffered by the City due to the occurrence of the Event of Default.
- (v) The City may bring any action at law or equity for emergency, provisional or temporary relief (including, without limitation, injunctive relief, attachment, or extraordinary writ) or may exercise self-help remedies or other efforts or attempts to minimize damage that would otherwise accrue as a result of the occurrence of Contractor's Event of Default.
- (vi) In the event the City determines that a material breach of this Agreement has occurred and that the public's health, safety, and/or welfare is now endangered, the City Council in a public hearing may order Contractor to immediately cease its operations. In that event, Contractor shall agree to cooperate completely with the City to affect the immediate takeover of its Services operations. Such a takeover shall be affected immediately or in no case later than 72-hours after the approval by the City Council of said action. These provisions are specifically stipulated and agreed to by both parties to be reasonable and necessary for the protection of the public's health, safety, and welfare, and any legal action, concerning the dispute of the City's determination that a material breach has occurred, shall be initiated and shall take place only after the emergency takeover of Services.
- (vii) Contractor understands and agrees that the failure on the part of the Contractor to cooperate fully with the City to effect a safe and smooth transfer of Services operations during an emergency as set out in Paragraph 9.3 (vii) shall not itself constitute a material breach of this Agreement, even if it is later determined that the original material breach declaration was initiated erroneously by the City Council.

(b) Notwithstanding anything in the ITB to the contrary, the parties have not agreed upon or established a measure of liquidated damages in the event of an occurrence of an Event of Default by the Contractor hereunder.

9.4 Default Notice: Remedies.

(a) If an Event of Default occurs hereunder, as a condition precedent to exercising any other rights or remedies as a result of such Event of Default, the party claiming an Event of Default has occurred shall send written notice to the other party, specifying the circumstances constituting the default (referred

hereinafter as the "Default Notice").

(b) Notwithstanding anything herein to the contrary, the City may seek or pursue any and all remedies available to it, immediately and without providing any curative rights or periods or, if an Event of Default is:

- (i) An Event of Default of a type or nature described in Paragraph 9.1(a)(1); 9.1(a)(vi); 9.1(a)(vii); 9.1(a)(viii); 9.1(a)(ix); 9.1 (a)(xi); 9.1 (a)(xii); 9.1 (a)(xiv); or 9.1 (a)(xv);
 - (ii) An Event of Default of a nature, which endangers the public health, or welfare and which requires prompt or immediate remedies or relief;
 - (iii) An Event of Default that is not of a type or nature that renders it susceptible to a meaningful or prompt cure;
 - (iv) An Event of Default of a monetary nature, if the amount in controversy exceeds \$100,000.00;
 - (v) An Event of Default that involves alleged fraud or theft or failure to account for funds;
 - (vi) An Event of Default of a type that would cause the City, or the public to suffer significant or incurable harm or damage if a curative opportunity were granted, or if a speedy resolution is otherwise critical in the City's reasonable opinion.
- (c) Except with respect to the Events of Default identified in subparagraph 9.4(b) or as otherwise provided in subparagraph 9.4(b), if an Event of Default occurs and if either: the defaulting party has not commenced efforts to cure the Event of Default on or before ten (10) days after receipt of Default Notice; or if the defaulting party does not diligently prosecute its efforts to accomplish a cure; or if the defaulting party fails to complete a cure on or before thirty days (30) after receipt of the Default Notice (or such longer or shorter period of time as shall be reasonably required to cure the Event of Default), then the non-defaulting party shall be entitled to attempt to resolve the dispute at a settlement conference in accordance with the provisions of Paragraph 9.5.

9.5 Settlement Conference. If required under the terms of Paragraph 9.4, and if the party who allegedly is in default has not cured the event of default on or within ten (10) days after the initial delivery of the default notice, the parties shall schedule and attend a settlement conference to seek resolution of the dispute. Both parties shall endeavor in good faith to seek a reasonable and equitable resolution of the dispute during such settlement conference.

9.6 Cooperation. Each party shall diligently cooperate with the other in an effort to resolve disputes in the most fair and amicable manner possible, and shall perform such acts as may be necessary to obtain a prompt and expeditious resolution of the dispute.

9.7 Continuing Performance. Following the occurrence of any event of default or alleged event of default, and continuing during any resulting legal proceedings, each party shall continue to perform its duties and obligations under this Agreement unless otherwise specified in this Agreement, unless otherwise agreed or otherwise directed by a court of competent jurisdiction.

10.1 Obligations. Immediately upon expiration or termination of this Agreement, whether at the expiration of the Term or otherwise, the parties shall do the following:

(a) Promptly upon termination, Contractor shall submit to the City detailed information relating to each subcontractor and employee of Contractor performing work under this Agreement. This information shall be in sufficient detail so that (i) the City will have the ability to contact each Subcontractor and employee; (ii) the City can easily determine the role or function of each in regard to Contractor's obligations hereunder; and (iii) if it so elects, the City may engage each Subcontractor or employee on substantially the same terms as each had been contracted by Contractor.

(b) Within ten (10) days after Contractor's submission to the City of the information described in subparagraph (a), the City shall notify Contractor, in writing, of each Subcontract (including vending contracts) and employment agreement with respect to which the City has or intends to exercise its right to succeed Contractor.

(c) Within fifteen (15) days after Contractor's submission to the City of the information described in subparagraph (a), Contractor shall cancel or terminate all Subcontracts and employment agreements except those specified in the notice from the City to Contractor as being agreements that it intends to assume.

(d) Contractor shall use its best efforts to cancel or minimize any outstanding Subcontracts and employment commitments or agreements that the City does not intend to assume. Contractor shall initiate settlement of all outstanding liabilities and claims arising out of the commitments or agreements to be canceled. Contractor shall provide the City with an opportunity to review and approve all settlements contemplated with respect to any Subcontract or employee commitment or agreement, so that the City will have (if it so elects) a meaningful opportunity to assume outstanding Subcontracts and employee commitments or agreements. Any settlement shall be subject to approval by the City.

10.2 Assignment. Contractor shall incorporate a provision in all Subcontracts that provide for assignment to the City (at the City's election), as more particularly required by Paragraph 5.2 of this Agreement. Notwithstanding the incorporation of such provisions, at the request of the City, Contractor shall notify the subcontractor of its consent to the assignment of the Subcontract and execute an instrument assigning to the City in writing all of Contractor's rights, title, and interest under any subcontracts that the City desires to assume. At the sole discretion of the City, the City may settle all claims arising out of the cancellation of the Subcontracts.

10.3 Continuing Liability. Termination of this Agreement or any portion thereof, shall not relieve Contractor of its responsibilities relating any completed portions of the Services, nor shall it relieve Contractor's surety, if any, of its obligation for and concerning any claims arising out of the work performed.

10.4 Completion of the Services. If Contractor commits an Event of Default hereunder, the City may enter into an agreement with others for the performance of the Services under the Agreement or may use other methods which, in the opinion of the City, are required for the performance of the Services in an acceptable manner. To the extent that an Event of Default involves an employee(s) that Contractor has agreed to provide the City failing to show for work at the designated start time of the work day, the City shall immediately notify the Contractor by the most expeditious means and the City agrees to give the Contractor up to four (4) hours from the designated start of the work day to provide alternative employees to the City before the City seeks the services of others to provide alternative employees.

11.1 Status of Contractor. Contractor represents to the City that IOS Acquisition, LLC, is a corporation duly created under the laws of Florida and qualified to transact business in Florida; and that Contractor possesses all permits and licenses necessary under applicable laws to authorize it to perform the Services. These licenses include a certificate of authority in good standing from Florida Department of State, Division of Corporations.

12.1 Compliance with Tax Laws. The parties intend that the provisions of this Agreement shall comply in all respects with the requirements for management or service contracts promulgated by the Internal Revenue Service in Revenue Procedure 93-19, 1993 C.B. 526 ("93-19"). If the City (in its sole and absolute discretion) determines that any statute, regulation, ruling, announcement, notice, judicial decision, or other matter is enacted, promulgated, issued, released, published, or decided after the publication date of 93-19, which overrules, supersedes, or is inconsistent with 93-19 (a "Subsequent Ruling") and which causes the Agreement to violate the Subsequent Ruling, or if the City (in its sole and absolute discretion) determines that the Agreement does not comply with 93-19 or such Subsequent Ruling, a "Tax Condition" shall be deemed to have occurred. Upon the occurrence of a Tax Condition, the City, and Contractor shall, in good faith, negotiate modifications to this Agreement that would cure the Tax Condition. If the City and Contractor fail to agree to modifications within twenty (20) days after the occurrence of a Tax Condition, the City shall have the sole right to modify this Agreement in any manner that is minimally and reasonably necessary to comply with 93-19 or the Subsequent Ruling, and such modification shall be retroactive to the date The City determines is required to cause the City and this Agreement to comply with 93-19 and the Subsequent Ruling.

12.2 Waiver. This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the parties hereto. No failure by either party to insist upon the strict performance of any covenant, duty, agreement, or condition set forth in this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term, or condition. Any party hereto, by notice, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party hereto. No waiver shall affect or alter this Agreement, but each and every covenant, agreement, term, and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

12.3 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the City and its successors, permitted assigns, and legal representatives, and shall be binding upon and inure to the benefit of Contractor and its permitted successors, assigns and legal representatives. In the event of any assignment of this Agreement in whole or in part by the City, the term "City" as used in this Agreement shall be deemed to mean the assignee of the City, and as such, the assignee shall have all rights accorded to the City.

12.4 Designation of Representatives; Cooperation with Representatives.

(a) The City and Contractor shall each designate an individual (or individuals) who shall be authorized to make decisions and bind the parties on matters relating to the effectuation of this Agreement and the services to be provided hereunder. The designated individuals shall not have the right to make decisions inconsistent with the Agreement, or make amendments thereto or take any action or make any decisions that are not allowed under applicable law. Designations of representatives may be changed by a subsequent writing delivered to the other party. The parties may also designate technical representatives who shall be authorized to investigate and report on matters relating to the Services and negotiate on

behalf of each of the parties but who are not authorized to bind the City or Contractor.

(b) Contractor shall cooperate with the City and all representatives of the City. Contractor shall provide such data, reports, certifications, and other documents or assistance reasonably requested by the City. The provision of such information shall not in any manner diminish Contractor's rights or obligations under any other provision hereof.

12.5 Gratuities. Neither Contractor nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the City gifts, entertainment, payments, loans, or other gratuities. Contractor acknowledges knowledge of the State of Florida's ethics statutes and, to the extent applicable to the Contractor, Contractor agrees to abide with such statutes.

12.6 Conflict of Interest. Contractor hereby certifies that it will completely disclose to the City all facts bearing upon any possible conflicts, direct or indirect, with its performance that it believes any officer, employee, or agent of the Contractor now has or will have. Said disclosure shall be made by the Contractor contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to Contractor. Contractor at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the City.

12.7 Survival. All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, and shall survive the termination of this Agreement.

12.8 Accounting Records, Reports, and Practices.

(a) Contractor shall establish internal financial control practices and maintain accounting records which are accordance with generally accepted standards in the industry and the terms and conditions of this Agreement.

(b) Contractor agrees to provide copies of all forms to be used and notice of all accounting methods, internal controls, and procedures to be used in its reports to the City and when possible adopt methods, controls, and procedures that are compatible with existing methods, controls, and procedures used by the City.

(c) The City shall have unlimited access to all accounting records and supporting documentation during the terms of this Agreement and for a period of five (5) years thereafter. However, the City's right to access shall be exercised following reasonable notice to Contractor. Supporting documentation shall include but is not limited to contracts, leases, vouchers, checks, invoices, receipts, and all other documents relating to any matter, which is the subject of this Contract.

(d) Contractor will submit to the City from time to time such financial reports of its Service operations in a form and format as maybe required by and agreed to by the parties.

12.9 Permits, Licenses, Etc. Throughout the Term, Contractor shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by Contractor; shall pay all charges, fees and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to the City upon request.

12.10 Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of Florida and the parties stipulate that venue for any actions relating to this Agreement shall be Volusia County, Florida.

12.11 Public Records Disclosure. Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the City may, without prejudice to any right or remedy and after giving the Contractor and its surety, if any, seven (7) days written notice, during which period Contractor still fails to allow access to such documents, terminate the employment of the Contractor. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable termination expenses incurred by the City may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

12.12 Interpretation. (a) For purposes of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(b) If Contractor discovers any material discrepancy, deficiency, ambiguity, error or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of this Agreement, Contractor may immediately notify the City and request clarification of the City's interpretation of this Agreement.

(c) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one Party may have drafted or prepared any or all of the terms and provisions hereof.

12.13 Severability. The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

12.14 Computation of Periods. References to "days" contained herein shall mean calendar days unless otherwise specified provided that if the date to perform any act or give any notice specified herein (including the last date for performance or provision of notice "within" a specified time period) falls on a Saturday, Sunday or legal holiday, such act or notice may be timely performed on the next succeeding day that is not a Saturday, Sunday or legal holiday. Notwithstanding the foregoing, requirements relating to emergencies and other requirements for which it is clear that the intent is to require performance on a non-business day, shall be required to be performed as specified, even though the date in question may fall on a weekend or legal holiday.

12.15 Headings. The captions of the sections of this Agreement are for convenience only and shall not be deemed part of this Agreement or considered in construing this Agreement.

12.16 Compliance with Laws. Contractor shall keep fully informed regarding, and shall fully and timely comply with, all Current Laws and Future Laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, Contractor shall observe all rules and regulations of federal, state, and local health officials. Contractor shall not require any worker to work in surroundings or conditions that are unsanitary, hazardous, or dangerous to his or her health or safety.

12.17 Audits, Inspections and Testing. Contractor shall permit (at reasonable times) audits, inspections, and testing desired by the City relating to any matter, which is the subject of this Agreement. Such audits, inspections, and testing shall not relieve Contractor of any of its obligations under this Agreement.

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

12.19 Entire Agreement. This Agreement, including the Exhibits attached hereto, together with the ITB and Contractor's Proposal constitutes the entire and integrated agreement between the parties hereto and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings and agreements, whether written or oral, with respect to the subject matter hereof.

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

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Port Orange signing by its Mayor, authorized to execute this Agreement and IOS Acquisition, LLC signing by and through its authorized signer, duly authorized to execute same.

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor

Date: _____

ATTEST: City Clerk

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

IOS Acquisition, LLC

By: _____

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: _____

(Corporate Seal)

***ATTACHMENT 3* SCHEDULE OF UNIT PRICING**

**BID FOR
CITY OF PORT ORANGE**

TEMPORARY EMPLOYEE AND EMPLOYEE LEASING SERVICES
Completed Attachment 1 and Proposal form MUST be included with bid submission.

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

Editors are required to complete all fields shaded in green. Column F will be automatically calculated.

NAME OF BUSINESS:	108 Acquisition LLC
CONTACT PERSON:	Isaac Kennedy
EMAIL ADDRESS:	Isaac@108acq.com
AUTHORIZED SIGNATURE:	

City of Port Orange Job Classification	City Pay Grade	Hours Exempt Code	City Employee Rate of Pay	Employment Services Markup % per AG-69 18-12 Sanction/Rate	Employee Rate of Pay
Comptroller	11	6300	\$124.53	0.00%	\$124.53
Contractor	11	9025	\$129.53	0.00%	\$129.53
Engineering	11	7121	\$128.02	0.00%	\$128.03
Customer And Site Supervisor	11	7122	\$126.23	0.00%	\$126.23
Water Utility Resources	11	7126	\$128.53	0.00%	\$128.53
Self Insuring	12	6114	\$111.65	27.24%	\$142.93
Customer Site Supervisor	13	9123	\$133.65	0.00%	\$133.65
Customer Services Representatives	13	6120	\$114.02	23.66%	\$140.53
Administrative Assistant	13	9122	\$112.52	0.00%	\$112.52
Accounts Clerk	13	9020	\$101.52	29.08%	\$131.23
Administrative Assistant	14	9121	\$121.40	29.08%	\$156.93
Assistant Plant Wrenching	14	7500	\$121.40	0.00%	\$121.40
Business Audit & Facility Substation	14	9122	\$121.40	0.00%	\$121.40
Customer Service	14	9020	\$121.40	0.00%	\$121.40
Facilities Maintenance Technician	14	9013	\$121.40	0.00%	\$121.40
Facilities Technician	14	6300	\$121.40	0.00%	\$121.40
Plant Inspecting Technician	14	6300	\$121.40	29.08%	\$156.93
Business Management Coordinator	14	6800	\$121.40	29.08%	\$156.93
Customer Service	14	6120	\$121.40	29.08%	\$156.93
Public Accounts Clerk	14	9020	\$121.40	29.08%	\$156.93
Utility Systems Operator	15	7500	\$121.40	0.00%	\$121.40
Accounting Technician	15	9113	\$113.53	23.00%	\$137.66
Animal Control Officer	15	8011	\$133.50	0.00%	\$133.51
Administrative Assistant I	15	6120	\$114.02	0.00%	\$114.03
Community Services Officer	15	7723	\$122.50	0.00%	\$122.51
Owner/Chief	15	9123	\$128.50	0.00%	\$128.53
Plant Service Worker	15	6300	\$128.50	0.00%	\$128.53
Heavy Equipment Operator	15	5500	\$128.50	0.00%	\$128.53
Sanitation Supervisor	15	7700	\$128.50	0.00%	\$128.53
Plant Mechanic	15	7130	\$128.50	0.00%	\$128.53
Program Specialist	15	9118	\$124.93	0.00%	\$124.93
Customer Registered Supervisor	15	9101	\$113.53	29.08%	\$146.93
Utility Resources Technician	15	7120	\$123.50	0.00%	\$123.53
Utility Area Supervisor	15	7700	\$128.50	0.00%	\$128.53
Utility Assistant	15	7700	\$113.53	0.00%	\$113.53
Automated Assistant II	15	6300	\$146.49	0.00%	\$146.49

City of Port George Job Classification	City Pay Grade	Minimum Grade Salary	City Employees Rate of Pay	Employment Services Marketing pay All City of Port G.	Employees Rate of Pay
Customer Services	16	770	\$24.12	0.00%	\$54.23
Customer Services	16	800	\$24.29	25.00%	\$54.23
Customer Services	16	830	\$24.46	50.00%	\$54.23
Customer Services	16	860	\$24.63	75.00%	\$54.23
Customer Services	16	890	\$24.80	100.00%	\$54.23
Customer Services	16	920	\$25.11	0.00%	\$54.23
Customer Services	16	950	\$25.31	25.00%	\$54.23
Customer Services	16	980	\$25.51	50.00%	\$54.23
Customer Services	16	1010	\$25.71	75.00%	\$54.23
Customer Services	16	1040	\$25.91	100.00%	\$54.23
Customer Services	16	1070	\$26.11	0.00%	\$54.23
Customer Services	16	1100	\$26.31	25.00%	\$54.23
Customer Services	16	1130	\$26.51	50.00%	\$54.23
Customer Services	16	1160	\$26.71	75.00%	\$54.23
Customer Services	16	1190	\$26.91	100.00%	\$54.23
Customer Services	16	1220	\$27.11	0.00%	\$54.23
Customer Services	16	1250	\$27.31	25.00%	\$54.23
Customer Services	16	1280	\$27.51	50.00%	\$54.23
Customer Services	16	1310	\$27.71	75.00%	\$54.23
Customer Services	16	1340	\$27.91	100.00%	\$54.23
Customer Services	16	1370	\$28.11	0.00%	\$54.23
Customer Services	16	1400	\$28.31	25.00%	\$54.23
Customer Services	16	1430	\$28.51	50.00%	\$54.23
Customer Services	16	1460	\$28.71	75.00%	\$54.23
Customer Services	16	1490	\$28.91	100.00%	\$54.23
Customer Services	16	1520	\$29.11	0.00%	\$54.23
Customer Services	16	1550	\$29.31	25.00%	\$54.23
Customer Services	16	1580	\$29.51	50.00%	\$54.23
Customer Services	16	1610	\$29.71	75.00%	\$54.23
Customer Services	16	1640	\$29.91	100.00%	\$54.23
Customer Services	16	1670	\$30.11	0.00%	\$54.23
Customer Services	16	1700	\$30.31	25.00%	\$54.23
Customer Services	16	1730	\$30.51	50.00%	\$54.23
Customer Services	16	1760	\$30.71	75.00%	\$54.23
Customer Services	16	1790	\$30.91	100.00%	\$54.23
Customer Services	16	1820	\$31.11	0.00%	\$54.23
Customer Services	16	1850	\$31.31	25.00%	\$54.23
Customer Services	16	1880	\$31.51	50.00%	\$54.23
Customer Services	16	1910	\$31.71	75.00%	\$54.23
Customer Services	16	1940	\$31.91	100.00%	\$54.23
Customer Services	16	1970	\$32.11	0.00%	\$54.23
Customer Services	16	2000	\$32.31	25.00%	\$54.23
Customer Services	16	2030	\$32.51	50.00%	\$54.23
Customer Services	16	2060	\$32.71	75.00%	\$54.23
Customer Services	16	2090	\$32.91	100.00%	\$54.23
Customer Services	16	2120	\$33.11	0.00%	\$54.23
Customer Services	16	2150	\$33.31	25.00%	\$54.23
Customer Services	16	2180	\$33.51	50.00%	\$54.23
Customer Services	16	2210	\$33.71	75.00%	\$54.23
Customer Services	16	2240	\$33.91	100.00%	\$54.23
Customer Services	16	2270	\$34.11	0.00%	\$54.23
Customer Services	16	2300	\$34.31	25.00%	\$54.23
Customer Services	16	2330	\$34.51	50.00%	\$54.23
Customer Services	16	2360	\$34.71	75.00%	\$54.23
Customer Services	16	2390	\$34.91	100.00%	\$54.23
Customer Services	16	2420	\$35.11	0.00%	\$54.23
Customer Services	16	2450	\$35.31	25.00%	\$54.23
Customer Services	16	2480	\$35.51	50.00%	\$54.23
Customer Services	16	2510	\$35.71	75.00%	\$54.23
Customer Services	16	2540	\$35.91	100.00%	\$54.23
Customer Services	16	2570	\$36.11	0.00%	\$54.23
Customer Services	16	2600	\$36.31	25.00%	\$54.23
Customer Services	16	2630	\$36.51	50.00%	\$54.23
Customer Services	16	2660	\$36.71	75.00%	\$54.23
Customer Services	16	2690	\$36.91	100.00%	\$54.23
Customer Services	16	2720	\$37.11	0.00%	\$54.23
Customer Services	16	2750	\$37.31	25.00%	\$54.23
Customer Services	16	2780	\$37.51	50.00%	\$54.23
Customer Services	16	2810	\$37.71	75.00%	\$54.23
Customer Services	16	2840	\$37.91	100.00%	\$54.23
Customer Services	16	2870	\$38.11	0.00%	\$54.23
Customer Services	16	2900	\$38.31	25.00%	\$54.23
Customer Services	16	2930	\$38.51	50.00%	\$54.23
Customer Services	16	2960	\$38.71	75.00%	\$54.23
Customer Services	16	2990	\$38.91	100.00%	\$54.23
Customer Services	16	3020	\$39.11	0.00%	\$54.23
Customer Services	16	3050	\$39.31	25.00%	\$54.23
Customer Services	16	3080	\$39.51	50.00%	\$54.23
Customer Services	16	3110	\$39.71	75.00%	\$54.23
Customer Services	16	3140	\$39.91	100.00%	\$54.23
Customer Services	16	3170	\$40.11	0.00%	\$54.23
Customer Services	16	3200	\$40.31	25.00%	\$54.23
Customer Services	16	3230	\$40.51	50.00%	\$54.23
Customer Services	16	3260	\$40.71	75.00%	\$54.23
Customer Services	16	3290	\$40.91	100.00%	\$54.23
Customer Services	16	3320	\$41.11	0.00%	\$54.23
Customer Services	16	3350	\$41.31	25.00%	\$54.23
Customer Services	16	3380	\$41.51	50.00%	\$54.23
Customer Services	16	3410	\$41.71	75.00%	\$54.23
Customer Services	16	3440	\$41.91	100.00%	\$54.23
Customer Services	16	3470	\$42.11	0.00%	\$54.23
Customer Services	16	3500	\$42.31	25.00%	\$54.23
Customer Services	16	3530	\$42.51	50.00%	\$54.23
Customer Services	16	3560	\$42.71	75.00%	\$54.23
Customer Services	16	3590	\$42.91	100.00%	\$54.23
Customer Services	16	3620	\$43.11	0.00%	\$54.23
Customer Services	16	3650	\$43.31	25.00%	\$54.23
Customer Services	16	3680	\$43.51	50.00%	\$54.23
Customer Services	16	3710	\$43.71	75.00%	\$54.23
Customer Services	16	3740	\$43.91	100.00%	\$54.23
Customer Services	16	3770	\$44.11	0.00%	\$54.23
Customer Services	16	3800	\$44.31	25.00%	\$54.23
Customer Services	16	3830	\$44.51	50.00%	\$54.23
Customer Services	16	3860	\$44.71	75.00%	\$54.23
Customer Services	16	3890	\$44.91	100.00%	\$54.23
Customer Services	16	3920	\$45.11	0.00%	\$54.23
Customer Services	16	3950	\$45.31	25.00%	\$54.23
Customer Services	16	3980	\$45.51	50.00%	\$54.23
Customer Services	16	4010	\$45.71	75.00%	\$54.23
Customer Services	16	4040	\$45.91	100.00%	\$54.23
Customer Services	16	4070	\$46.11	0.00%	\$54.23
Customer Services	16	4100	\$46.31	25.00%	\$54.23
Customer Services	16	4130	\$46.51	50.00%	\$54.23
Customer Services	16	4160	\$46.71	75.00%	\$54.23
Customer Services	16	4190	\$46.91	100.00%	\$54.23
Customer Services	16	4220	\$47.11	0.00%	\$54.23
Customer Services	16	4250	\$47.31	25.00%	\$54.23
Customer Services	16	4280	\$47.51	50.00%	\$54.23
Customer Services	16	4310	\$47.71	75.00%	\$54.23
Customer Services	16	4340	\$47.91	100.00%	\$54.23
Customer Services	16	4370	\$48.11	0.00%	\$54.23
Customer Services	16	4400	\$48.31	25.00%	\$54.23
Customer Services	16	4430	\$48.51	50.00%	\$54.23
Customer Services	16	4460	\$48.71	75.00%	\$54.23
Customer Services	16	4490	\$48.91	100.00%	\$54.23
Customer Services	16	4520	\$49.11	0.00%	\$54.23
Customer Services	16	4550	\$49.31	25.00%	\$54.23
Customer Services	16	4580	\$49.51	50.00%	\$54.23
Customer Services	16	4610	\$49.71	75.00%	\$54.23
Customer Services	16	4640	\$49.91	100.00%	\$54.23
Customer Services	16	4670	\$50.11	0.00%	\$54.23
Customer Services	16	4700	\$50.31	25.00%	\$54.23
Customer Services	16	4730	\$50.51	50.00%	\$54.23
Customer Services	16	4760	\$50.71	75.00%	\$54.23
Customer Services	16	4790	\$50.91	100.00%	\$54.23
Customer Services	16	4820	\$51.11	0.00%	\$54.23
Customer Services	16	4850	\$51.31	25.00%	\$54.23
Customer Services	16	4880	\$51.51	50.00%	\$54.23
Customer Services	16	4910	\$51.71	75.00%	\$54.23
Customer Services	16	4940	\$51.91	100.00%	\$54.23
Customer Services	16	4970	\$52.11	0.00%	\$54.23
Customer Services	16	5000	\$52.31	25.00%	\$54.23
Customer Services	16	5030	\$52.51	50.00%	\$54.23
Customer Services	16	5060	\$52.71	75.00%	\$54.23
Customer Services	16	5090	\$52.91	100.00%	\$54.23
Customer Services	16	5120	\$53.11	0.00%	\$54.23
Customer Services	16	5150	\$53.31	25.00%	\$54.23
Customer Services	16	5180	\$53.51	50.00%	\$54.23
Customer Services	16	5210	\$53.71	75.00%	\$54.23
Customer Services	16	5240	\$53.91	100.00%	\$54.23
Customer Services	16	5270	\$54.11	0.00%	\$54.23
Customer Services	16	5300	\$54.31	25.00%	\$54.23
Customer Services	16	5330	\$54.51	50.00%	\$54.23
Customer Services	16	5360	\$54.71	75.00%	\$54.23
Customer Services	16	5390	\$54.91	100.00%	\$54.23
Customer Services	16	5420	\$55.11	0.00%	\$54.23
Customer Services	16	5450	\$55.31	25.00%	\$54.23
Customer Services	16	5480	\$55.51	50.00%	\$54.23
Customer Services	16	5510	\$55.71	75.00%	\$54.23
Customer Services	16	5540	\$55.91	100.00%	\$54.23
Customer Services	16	5570	\$56.11	0.00%	\$54.23
Customer Services	16	5600	\$56.31	25.00%	\$54.23
Customer Services	16	5630	\$56.51	50.00%	\$54.23
Customer Services	16	5660	\$56.71	75.00%	\$54.23
Customer Services	16	5690	\$56.91	100.00%	\$54.23
Customer Services	16	5720	\$57.11	0.00%	\$54.23
Customer Services	16	5750	\$57.31	25.00%	\$54.23
Customer Services	16	5780	\$57.51	50.00%	\$54.23
Customer Services	16	5810	\$57.71	75.00%	\$54.23
Customer Services	16	5840	\$57.91	100.00%	\$54.23
Customer Services	16	5870	\$58.11	0.00%	\$54.23
Customer Services	16	5900	\$58.31	25.00%	\$54.23
Customer Services	16	5930	\$58.51	50.00%	\$54.23
Customer Services	16	5960	\$58.71	75.00%	\$54.23
Customer Services	16	5990	\$58.91	100.00%	\$54.23
Customer Services	16	6020	\$59.11	0.00%	\$54.23
Customer Services	16	6050	\$59.31	25.00%	\$54.23
Customer Services	16	6080	\$59.51	50.00%	\$54.23
Customer Services	16	6110	\$59.71	75.00%	\$54.23
Customer Services	16	6140	\$59.91	100.00%	\$54.23
Customer Services	16	6170	\$60.11	0.00%	\$54.23
Customer Services	16	6200	\$60.31	25.00%	\$54.23
Customer Services	16	6230	\$60.51	50.00%	\$54.23
Customer Services	16	6260	\$60.71	75.00%	\$54.23
Customer Services	16	6290	\$60.91	100.00%	\$54.23
Customer Services	16	6320	\$61.11	0.00%	\$54.23
Customer Services	16	6350	\$61.31	25.00%	\$54.23
Customer Services	16	6380	\$61.51	50.00%	\$54.23
Customer Services	16	6410	\$61.71	75.00%	\$54.23
Customer Services	16	6440	\$61.91	100.00%	\$54.23
Customer Services	16	6470	\$62.11	0.00%	\$54.23
Customer Services	16	6500	\$62.31	25.00%	\$54.23
Customer Services	16	6530	\$62.51	50.00%	\$54.23
Customer Services	16	6560	\$62.71	75.00%	\$54.23
Customer Services	16	6590	\$62.91	100.00%	\$54.23
Customer Services	16	6620	\$63.11	0.00%	\$54.23
Customer Services	16	6650	\$63.31	25.00%	\$54.23
Customer Services	16	6680	\$63.51	50.00%	\$54.23
Customer Services	16	6710	\$63.71	75.00%	\$54.23
Customer Services	16	6740	\$63.91	100.00%	\$54.23
Customer Services	16	6770	\$64.11	0.00%	\$54.23
Customer Services	16	6800	\$64.31	25.00%	\$54.23
Customer Services	16	6830	\$64.51	50.00%	\$54.23
Customer Services	16	6860	\$64.71	75.00%	\$54.23
Customer Services	16	6890	\$64.91	100.00%	\$54.23
Customer Services	16	6920	\$65.11	0.00%	\$54.23
Customer Services	16	6950	\$65.31	25.00%	\$54.23
Customer Services	16	6980	\$65.51	50.00%	\$54.23
Customer Services	16	7010	\$65.71	75.00%	\$54.23
Customer Services	16	7040	\$65.91	100.00%	\$54.23
Customer Services	16	7070	\$66.11	0.00%	\$54.23
Customer Services	16	7100	\$66.31	25.00%	\$54.23
Customer Services	16	7130	\$66.51	50.00%	\$54.23
Customer Services	16	7160	\$66.71	75.00%	\$54.23
Customer Services	16	7190	\$66.91	100.00%	\$54.23
Customer Services	16	7220	\$67.11	0.00%	\$54.23
Customer Services	16</				

City of Port Gardner Job Classification	City Pay Grade	Workshop Camp Code	City Employee Rate of Pay	Employment Income History 5 year All Available Data	Employee Rate of Pay
Distribution Inspector	13	0010	\$17.76	0.00%	\$17.76
Engineering Supervisor	15	0010	\$23.76	23.40%	\$23.40
Engineering Supervisor/Assistant	15	0010	\$23.76	23.40%	\$23.40
Engineering Supervisor/Public Affairs	15	0010	\$23.76	23.40%	\$23.40
Engineering Inspector	13	0012	\$17.76	0.00%	\$17.76
Forester	13	0110	\$18.76	0.00%	\$18.76
Geographical Information System System	13	0010	\$18.76	23.40%	\$18.76
Human Resources Administrator	15	0010	\$23.76	23.40%	\$23.40
Inspector	13	0010	\$17.76	23.40%	\$17.76
Public Administration Manager	15	0010	\$17.76	23.40%	\$17.76
Planning Agent	10	0010	\$13.76	23.40%	\$13.76
Recreation Supervisor Special Events	13	0010	\$17.76	0.00%	\$17.76
Recreation Supervisor/Assistant	10	0010	\$13.76	0.00%	\$13.76
Right of Way Agent	13	0010	\$17.76	0.00%	\$17.76
Safety Inspector	13	0010	\$17.76	0.00%	\$17.76
Sanitation 0	20	0010	\$23.00	23.40%	\$23.40
Sanitation Administrator	20	0010	\$23.00	23.40%	\$23.40
Swimming Inspector	20	0010	\$23.00	0.00%	\$23.00
Control Maintenance/Normal Control	20	0010	\$23.00	23.40%	\$23.40
Leak Detachment Manager	20	0010	\$13.00	0.00%	\$13.00
Engineering Specialist	20	0010	\$13.00	0.00%	\$13.00
Financial Budget Analyst	20	0010	\$13.00	23.40%	\$13.40
Food Manager	20	0010	\$13.00	0.00%	\$13.00
Food Service Administrator	20	0010	\$13.00	23.40%	\$13.40

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EXHIBIT "1"



OPENING DATE/TIME: 12/03/2019 @ 2:30PM
Bid Tabulation
ITB #19-32

TEMPORARY EMPLOYEE AND EMPLOYEE LEASING SERVICES

AUE STAFFING INC.					RANDSTAD NORTH AMERICA INC.					PREMIER STAFFING SOURCE INC.				
City of Port Orange Job Classification	City Pay Grade	City Employee Rate of Pay	Employment Services Markup % per All ITB 19-32 Specifications	Employee Rate of Pay	City of Port Orange Job Classification	City Employee Rate of Pay	Employment Services Markup % per All ITB 19-32 Specifications	Employee Rate of Pay		City of Port Orange Job Classification	City Employee Rate of Pay	Employment Services Markup % per All ITB 19-32 Specifications	Employee Rate of Pay	
Courier	11	\$10.33	33.00%	\$13.74	Courier	\$10.33	33.00%	\$13.74		Courier	\$10.33	37.00%	\$14.15	
Custodian	11	\$10.33	31.00%	\$13.53	Custodian	\$10.33	33.00%	\$13.74		Custodian	\$10.33	37.00%	\$14.15	
Program Leader	11	\$10.33	31.00%	\$13.53	Program Leader	\$10.33	33.00%	\$13.74		Program Leader	\$10.33	35.00%	\$13.95	
Summer Asst Site Supervisor	11	\$10.33	33.00%	\$13.74	Summer Asst Site Supervisor	\$10.33	33.00%	\$13.74		Summer Asst Site Supervisor	\$10.33	35.00%	\$13.95	
Water Meter Repairman	11	\$10.33	N/A		Water Meter Repairman	\$10.33	33.00%	\$13.74		Water Meter Repairman	\$10.33	37.00%	\$14.15	
Staff Assistant	12	\$11.05	29.88%	\$14.35	Staff Assistant	\$11.05	33.00%	\$14.70		Staff Assistant	\$11.05	35.00%	\$14.92	
Summer Site Supervisor	12	\$11.05	33.00%	\$14.70	Summer Site Supervisor	\$11.05	33.00%	\$14.70		Summer Site Supervisor	\$11.05	35.00%	\$14.92	
Customer Service Representative	13	\$11.82	29.88%	\$15.35	Customer Service Representative	\$11.82	33.00%	\$15.72		Customer Service Representative	\$11.82	35.00%	\$15.96	
Maintenance Worker	13	\$11.82	N/A		Maintenance Worker	\$11.82	33.00%	\$15.72		Maintenance Worker	\$11.82	35.00%	\$15.96	
Records Clerk	13	\$11.82	29.88%	\$15.35	Records Clerk	\$11.82	33.00%	\$15.72		Records Clerk	\$11.82	35.00%	\$15.96	
Administrative Assistant	14	\$12.66	29.88%	\$16.44	Administrative Assistant	\$12.66	33.00%	\$16.84		Administrative Assistant	\$12.66	35.00%	\$17.09	
Assistant Plant Mechanic	14	\$12.66	N/A		Assistant Plant Mechanic	\$12.66	33.00%	\$16.84		Assistant Plant Mechanic	\$12.66	37.00%	\$17.34	
Athletic Field & Facility Technician	14	\$12.66	N/A		Athletic Field & Facility Technician	\$12.66	33.00%	\$16.84		Athletic Field & Facility Technician	\$12.66	35.00%	\$17.09	
Equipment Operator	14	\$12.66	N/A		Equipment Operator	\$12.66	33.00%	\$16.84		Equipment Operator	\$12.66	37.00%	\$17.34	
Facilities Maintenance Technician	14	\$12.66	N/A		Facilities Maintenance Technician	\$12.66	33.00%	\$16.84		Facilities Maintenance Technician	\$12.66	37.00%	\$17.34	
Generator Technician	14	\$12.66	N/A		Generator Technician	\$12.66	33.00%	\$16.84		Generator Technician	\$12.66	37.00%	\$17.34	
Permit Licensing Technician	14	\$12.66	29.88%	\$16.44	Permit Licensing Technician	\$12.66	33.00%	\$16.84		Permit Licensing Technician	\$12.66	35.00%	\$17.09	
Records Management Coordinator	14	\$12.66	29.88%	\$16.44	Records Management Coordinator	\$12.66	33.00%	\$16.84		Records Management Coordinator	\$12.66	35.00%	\$17.09	
Storekeeper	14	\$12.66	29.88%	\$16.44	Storekeeper	\$12.66	33.00%	\$16.84		Storekeeper	\$12.66	35.00%	\$17.09	
Utility Accounts Clerk	14	\$12.66	29.88%	\$16.44	Utility Accounts Clerk	\$12.66	33.00%	\$16.84		Utility Accounts Clerk	\$12.66	35.00%	\$17.09	
Utility Systems Operator	14	\$12.66	N/A		Utility Systems Operator	\$12.66	33.00%	\$16.84		Utility Systems Operator	\$12.66	35.00%	\$17.09	
Accounting Technician	15	\$13.55	29.88%	\$17.60	Accounting Technician	\$13.55	33.00%	\$18.02		Accounting Technician	\$13.55	35.00%	\$18.29	
Animal Control Officer	15	\$13.55	N/A		Animal Control Officer	\$13.55	33.00%	\$18.02		Animal Control Officer	\$13.55	37.00%	\$18.56	
Automotive Mechanic I	15	\$13.55	N/A		Automotive Mechanic I	\$13.55	33.00%	\$18.02		Automotive Mechanic I	\$13.55	37.00%	\$18.56	
Community Service Officer	15	\$13.55	N/A		Community Service Officer	\$13.55	33.00%	\$18.02		Community Service Officer	\$13.55	35.00%	\$18.29	
Crew Chief	15	\$13.55	N/A		Crew Chief	\$13.55	33.00%	\$18.02		Crew Chief	\$13.55	37.00%	\$18.56	
Fleet Service Writer	15	\$13.55	N/A		Fleet Service Writer	\$13.55	33.00%	\$18.02		Fleet Service Writer	\$13.55	35.00%	\$18.29	
Heavy Equipment Operator	15	\$13.55	N/A		Heavy Equipment Operator	\$13.55	33.00%	\$18.02		Heavy Equipment Operator	\$13.55	37.00%	\$18.56	
Lift Station Mechanic	15	\$13.55	N/A		Lift Station Mechanic	\$13.55	33.00%	\$18.02		Lift Station Mechanic	\$13.55	37.00%	\$18.56	
PAL Director	15	\$13.55	33.00%	\$18.02	PAL Director	\$13.55	33.00%	\$18.02		PAL Director	\$13.55	35.00%	\$18.29	
Plant Mechanic	15	\$13.55	N/A		Plant Mechanic	\$13.55	33.00%	\$18.02		Plant Mechanic	\$13.55	37.00%	\$18.56	
Program Specialist	15	\$13.55	33.00%	\$18.02	Program Specialist	\$13.55	33.00%	\$18.02		Program Specialist	\$13.55	35.00%	\$18.29	
Summer Playground Supervisor	15	\$13.55	33.00%	\$18.02	Summer Playground Supervisor	\$13.55	33.00%	\$18.02		Summer Playground Supervisor	\$13.55	35.00%	\$18.29	
Utility Accounts Specialist	15	\$13.55	29.88%	\$17.60	Utility Accounts Specialist	\$13.55	33.00%	\$18.02		Utility Accounts Specialist	\$13.55	35.00%	\$18.29	
Utility Line Locator	15	\$13.55	N/A		Utility Line Locator	\$13.55	33.00%	\$18.02		Utility Line Locator	\$13.55	37.00%	\$18.56	
Victim Advocate	15	\$13.55	N/A		Victim Advocate	\$13.55	33.00%	\$18.02		Victim Advocate	\$13.55	37.00%	\$18.56	
Automotive Mechanic II	16	\$14.49	N/A		Automotive Mechanic II	\$14.49	33.00%	\$19.27		Automotive Mechanic II	\$14.49	37.00%	\$19.85	
City of Port Orange Job Classification	City Pay Grade	City Employee Rate of Pay	Employment Services Markup per All Specifications %	Employee Rate of Pay	City of Port Orange Job Classification	City Employee Rate of Pay	Employment Services Markup per All Specifications %	Employee Rate of Pay		City of Port Orange Job Classification	City Employee Rate of Pay	Employment Services Markup per All Specifications %	Employee Rate of Pay	
Evidence Technician	16	\$14.19	33.00%	\$18.87	Evidence Technician	\$14.19	33.00%	\$18.87		Evidence Technician	\$14.19	35.00%	\$19.16	
Quartermaster	16	\$14.19	29.88%	\$18.43	Quartermaster	\$14.19	0.00%	\$14.19		Quartermaster	\$14.19	35.00%	\$19.16	
Senior Permit Licensing Technician	16	\$14.19	29.88%	\$18.43	Senior Permit Licensing Technician	\$14.19	33.00%	\$18.87		Senior Permit Licensing Technician	\$14.19	35.00%	\$19.16	
Senior Utility Line Locator	16	\$14.19	N/A		Senior Utility Line Locator	\$14.19	33.00%	\$18.87		Senior Utility Line Locator	\$14.19	37.00%	\$19.44	
Assistant City Clerk	17	\$15.51	29.88%	\$20.14	Assistant City Clerk	\$15.51	33.00%	\$20.63		Assistant City Clerk	\$15.51	35.00%	\$20.94	
Code Enforcement Officer	17	\$15.51	31.00%	\$20.32	Code Enforcement Officer	\$15.51	33.00%	\$20.63		Code Enforcement Officer	\$15.51	37.00%	\$21.25	
Customer Service Supervisor	17	\$15.51	29.88%	\$20.14	Customer Service Supervisor	\$15.51	33.00%	\$20.63		Customer Service Supervisor	\$15.51	35.00%	\$20.94	
Helpdesk Specialist	17	\$15.51	29.88%	\$20.14	Helpdesk Specialist	\$15.51	33.00%	\$20.63		Helpdesk Specialist	\$15.51	35.00%	\$20.94	
Human Resources Assistant	17	\$15.51	29.88%	\$20.14	Human Resources Assistant	\$15.51	33.00%	\$20.63		Human Resources Assistant	\$15.51	35.00%	\$20.94	
Senior Administrative Assistant	17	\$15.51	29.88%	\$20.14	Senior Administrative Assistant	\$15.51	33.00%	\$20.63		Senior Administrative Assistant	\$15.51	35.00%	\$20.94	
Treatment Plant Operator	17	\$15.51	33.00%	\$20.63	Treatment Plant Operator	\$15.51	33.00%	\$20.63		Treatment Plant Operator	\$15.51	37.00%	\$21.25	
Utility Accounts Supervisor	17	\$15.51	29.88%	\$20.14	Utility Accounts Supervisor	\$15.51	33.00%	\$20.63		Utility Accounts Supervisor	\$15.51	35.00%	\$20.94	
Victim Advocate Coordinator	17	\$15.51	31.00%	\$20.32	Victim Advocate Coordinator	\$15.51	33.00%	\$20.63		Victim Advocate Coordinator	\$15.51	35.00%	\$20.94	
Buyer	18	\$16.60	29.88%	\$21.56	Buyer	\$16.60	33.00%	\$22.08		Buyer	\$16.60	35.00%	\$22.41	
Chief Lift Station Mechanic	18	\$16.60	N/A		Chief Lift Station Mechanic	\$16.60	33.00%	\$22.08		Chief Lift Station Mechanic	\$16.60	37.00%	\$22.74	
Chief Plant Mechanic	18	\$16.60	N/A		Chief Plant Mechanic	\$16.60	33.00%	\$22.08		Chief Plant Mechanic	\$16.60	37.00%	\$22.74	
Crime Analyst	18	\$16.60	29.88%	\$21.56	Crime Analyst	\$16.60	33.00%	\$22.08		Crime Analyst	\$16.60	35.00%	\$22.41	
Drainage Supervisor	18	\$16.60	N/A		Drainage Supervisor	\$16.60	33.00%	\$22.08		Drainage Supervisor	\$16.60	37.00%	\$22.74	
Executive Assistant to City Manager/Office Manager	18	\$16.60	29.88%	\$21.56	Executive Assistant to City Manager/Office Manager	\$16.60	33.00%	\$22.08		Executive Assistant to City Manager/Office Manager	\$16.60	35.00%	\$22.41	
Facilities Maintenance Supervisor	18	\$16.60	N/A		Facilities Maintenance Supervisor	\$16.60	33.00%	\$22.08		Facilities Maintenance Supervisor	\$16.60	37.00%	\$22.74	
Field Operations Supervisor	18	\$16.60	N/A		Field Operations Supervisor	\$16.60	33.00%	\$22.08		Field Operations Supervisor	\$16.60	37.00%	\$22.74	
Grounds Maintenance Supervisor	18	\$16.60	N/A		Grounds Maintenance Supervisor	\$16.60	33.00%	\$22.08		Grounds Maintenance Supervisor	\$16.60	37.00%	\$22.74	
Information Technology Specialist	18	\$16.60	29.88%	\$21.56	Information Technology Specialist	\$16.60	33.00%	\$22.08		Information Technology Specialist	\$16.60	35.00%	\$22.41	
Instrument Control Technician	18	\$16.60	N/A		Instrument Control Technician	\$16.60	33.00%	\$22.08		Instrument Control Technician	\$16.60	35.00%	\$22.41	
Laboratory Technician	18	\$16.60	33.00%	\$22.08	Laboratory Technician	\$16.60	33.00%	\$22.08		Laboratory Technician	\$16.60	37.00%	\$22.74	
Meter Services Supervisor	18	\$16.60	N/A		Meter Services Supervisor	\$16.60	33.00%	\$22.08		Meter Services Supervisor	\$16.60	37.00%	\$22.74	
Parks Supervisor	18	\$16.60	33.00%	\$22.08	Parks Supervisor	\$16.60	33.00%	\$22.08		Parks Supervisor	\$16.60	37.00%	\$22.74	
Plant Maintenance Electrician	18	\$16.60	33.00%	\$22.08	Plant Maintenance Electrician	\$16.60	0.00%	\$16.60		Plant Maintenance Electrician	\$16.60	37.00%	\$22.74	
Records Supervisor	18	\$16.60	29.88%	\$21.56	Records Supervisor	\$16.60	33.00%	\$22.08		Records Supervisor	\$16.60	35.00%	\$22.41	
Recreation Coordinator-Athletics	18	\$16.60	33.00%	\$22.08	Recreation Coordinator-Athletics	\$16.60	33.00%	\$22.08		Recreation Coordinator-Athletics	\$16.60	35.00%	\$22.41	
Recreation Coordinator-Special Events	18	\$16.60	33.00%	\$22.08	Recreation Coordinator-Special Events	\$16.60	33.00%	\$22.08		Recreation Coordinator-Special Events	\$16.60	35.00%	\$22.41	
Reserve Police Officer	18	\$16.60	N/A		Reserve Police Officer	\$16.60	33.00%	\$22.08		Reserve Police Officer	\$16.60	39.00%	\$23.07	
Roads & Streets Supervisor	18	\$16.60	N/A		Roads & Streets Supervisor	\$16.60	33.00%	\$22.08		Roads & Streets Supervisor	\$16.60	35.00%	\$22.41	
Shift Supervisor	18	\$16.60	N/A		Shift Supervisor	\$16.60	33.00%	\$22.08		Shift Supervisor	\$16.60	35.00%	\$22.41	
Special Events Coordinator	18	\$16.60	33.00%	\$22.08	Special Events Coordinator	\$16.60	33.00%	\$22.08		Special Events Coordinator	\$16.60	35.00%	\$22.41	
Accountant I	19	\$17.76	29.88%	\$23.07	Accountant I	\$17.76	33.00%	\$23.62		Accountant I	\$17.76	35.00%	\$23.98	
Administrative Supervisor	19	\$17.76	29.88%	\$23.07	Administrative Supervisor	\$17.76	33.00%	\$23.62		Administrative Supervisor	\$17.76	35.00%	\$23.98	
Assistant Laboratory Manager	19	\$17.76	33.00%	\$23.62	Assistant Laboratory Manager	\$17.76	33.00%	\$23.62		Assistant Laboratory Manager	\$17.76	35.00%	\$23.98	

Building Permit Coordinator	19	\$17.76	29.88%	\$23.07
City of Port Orange Job Classification	City Pay Grade	City Employee Rate of Pay	Employment Services Markup % per All Specifications	Employee Rate of Pay
Construction Inspector	19	\$17.76	31.00%	\$23.27
Development Review Technician	19	\$17.76	29.88%	\$23.07
Emergency Management/Public Education Specialist	19	\$17.76	29.88%	\$23.07
Engineering Inspector	19	\$17.76	31.00%	\$23.27
Forester	19	\$17.76	N/A	
Geographic Information System Technician	19	\$17.76	29.88%	\$23.07
Human Resources Administrator	19	\$17.76	29.88%	\$23.07
Paralegal	19	\$17.76	29.88%	\$23.07
Police Accreditation Manager	19	\$17.76	29.88%	\$23.07
Purchasing Agent	19	\$17.76	29.88%	\$23.07
Recreation Supervisor Special Events	19	\$17.76	33.00%	\$23.62
Recreation Supervisor-Athletics	19	\$17.76	33.00%	\$23.62
Right of Way Agent	19	\$17.76	33.00%	\$23.62
Utility Inspector	19	\$17.76	33.00%	\$23.62
Accountant II	20	\$19.00	29.88%	\$24.68
Applications Administrator	20	\$19.00	29.88%	\$24.68
Building Inspector	20	\$19.00	33.00%	\$25.27
Capital Improvement/Revenue Coordinator	20	\$19.00	29.88%	\$24.68
Code Enforcement Manager	20	\$19.00	33.00%	\$25.27
Engineering Specialist	20	\$19.00	N/A	
Financial Budget Analyst	20	\$19.00	29.88%	\$24.68
Fleet Manager	20	\$19.00	29.88%	\$24.68
Grant/Contract Accountant	20	\$19.00	29.88%	\$24.68

Markup % for TEMPORARY Positions not listed Per All Specifications:	33.00%
Markup % for LEASED Positions not listed Per All Specifications:	21.98%

Required Forms Submitted: YES
Responsive & Responsible Bidder: YES

Building Permit Coordinator	\$17.76	33.00%	\$23.62
City of Port Orange Job Classification	City Employee Rate of Pay	Employment Services Markup % per All Specifications	Employee Rate of Pay
Construction Inspector	\$17.76	33.00%	\$23.62
Development Review Technician	\$17.76	33.00%	\$23.62
Emergency Management/Public Education Specialist	\$17.76	33.00%	\$23.62
Engineering Inspector	\$17.76	33.00%	\$23.62
Forester	\$17.76	0.00%	\$17.76
Geographic Information System Technician	\$17.76	33.00%	\$23.62
Human Resources Administrator	\$17.76	33.00%	\$23.62
Paralegal	\$17.76	33.00%	\$23.62
Police Accreditation Manager	\$17.76	33.00%	\$23.62
Purchasing Agent	\$17.76	33.00%	\$23.62
Recreation Supervisor Special Events	\$17.76	33.00%	\$23.62
Recreation Supervisor-Athletics	\$17.76	33.00%	\$23.62
Right of Way Agent	\$17.76	33.00%	\$23.62
Utility Inspector	\$17.76	33.00%	\$23.62
Accountant II	\$19.00	33.00%	\$25.27
Applications Administrator	\$19.00	33.00%	\$25.27
Building Inspector	\$19.00	33.00%	\$25.27
Capital Improvement/Revenue Coordinator	\$19.00	33.00%	\$25.27
Code Enforcement Manager	\$19.00	33.00%	\$25.27
Engineering Specialist	\$19.00	33.00%	\$25.27
Financial Budget Analyst	\$19.00	33.00%	\$25.27
Fleet Manager	\$19.00	33.00%	\$25.27
Grant/Contract Accountant	\$19.00	33.00%	\$25.27

Markup % for TEMPORARY Positions not listed Per All Specifications:	33.00%
Markup % for LEASED Positions not listed Per All Specifications:	30.00%

Required Forms Submitted: YES
Responsive & Responsible Bidder: YES

Building Permit Coordinator	\$17.76	35.00%	\$23.98
City of Port Orange Job Classification	City Employee Rate of Pay	Employment Services Markup % per All Specifications	Employee Rate of Pay
Construction Inspector	\$17.76	37.00%	\$24.33
Development Review Technician	\$17.76	35.00%	\$23.98
Emergency Management/Public Education Specialist	\$17.76	35.00%	\$23.98
Engineering Inspector	\$17.76	37.00%	\$24.33
Forester	\$17.76	37.00%	\$24.33
Geographic Information System Technician	\$17.76	35.00%	\$23.98
Human Resources Administrator	\$17.76	35.00%	\$23.98
Paralegal	\$17.76	35.00%	\$23.98
Police Accreditation Manager	\$17.76	35.00%	\$23.98
Purchasing Agent	\$17.76	35.00%	\$23.98
Recreation Supervisor Special Events	\$17.76	35.00%	\$23.98
Recreation Supervisor-Athletics	\$17.76	35.00%	\$23.98
Right of Way Agent	\$17.76	35.00%	\$23.98
Utility Inspector	\$17.76	37.00%	\$24.33
Accountant II	\$19.00	35.00%	\$25.65
Applications Administrator	\$19.00	35.00%	\$25.65
Building Inspector	\$19.00	37.00%	\$26.03
Capital Improvement/Revenue Coordinator	\$19.00	35.00%	\$25.65
Code Enforcement Manager	\$19.00	35.00%	\$25.65
Engineering Specialist	\$19.00	35.00%	\$25.65
Financial Budget Analyst	\$19.00	35.00%	\$25.65
Fleet Manager	\$19.00	35.00%	\$25.65
Grant/Contract Accountant	\$19.00	35.00%	\$25.65

Markup % for TEMPORARY Positions not listed Per All Specifications:	36.00%
Markup % for LEASED Positions not listed Per All Specifications:	32.00%

Required Forms Submitted: YES
Responsive & Responsible Bidder: YES

ROBERT HALF ACCOUNTEMPS AND OFFICE TEAM

INFOJINI INC

Express Services Inc. dba Express Employment Professionals

City of Port Orange Job Classification	City Pay Grade	City Employee Rate of Pay	Employment Services Markup % per All ITB 19-32 Specifications	Employee Rate of Pay
Courier	11	\$10.33	N/A	
Custodian	11	\$10.33	N/A	
Program Leader	11	\$10.33	N/A	
Summer Asst Site Supervisor	11	\$10.33	N/A	
Water Meter Repairman	11	\$10.33	N/A	
Staff Assistant	12	\$11.05	N/A	
Summer Site Supervisor	12	\$11.05	N/A	
Customer Service Representative	13	\$11.82	N/A	
Maintenance Worker	13	\$11.82	N/A	
Records Clerk	13	\$11.82	34.10%	\$15.85
Administrative Assistant	14	\$12.66	34.10%	\$16.98
Assistant Plant Mechanic	14	\$12.66	N/A	
Athletic Field & Facility Technician	14	\$12.66	N/A	
Equipment Operator	14	\$12.66	N/A	
Facilities Maintenance Technician	14	\$12.66	N/A	
Generator Technician	14	\$12.66	N/A	
Permit Licensing Technician	14	\$12.66	N/A	
Records Management Coordinator	14	\$12.66	34.10%	\$16.98
Storekeeper	14	\$12.66	N/A	
Utility Accounts Clerk	14	\$12.66	34.10%	\$16.98
Utility Systems Operator	14	\$12.66	34.10%	\$16.98
Accounting Technician	15	\$13.55	34.10%	\$18.17
Animal Control Officer	15	\$13.55	N/A	
Automotive Mechanic I	15	\$13.55	N/A	
Community Service Officer	15	\$13.55	N/A	
Crew Chief	15	\$13.55	N/A	
Fleet Service Writer	15	\$13.55	N/A	
Heavy Equipment Operator	15	\$13.55	N/A	
Lift Station Mechanic	15	\$13.55	N/A	
PAL Director	15	\$13.55	N/A	
Plant Mechanic	15	\$13.55	N/A	
Program Specialist	15	\$13.55	N/A	
Summer Playground Supervisor	15	\$13.55	N/A	
Utility Accounts Specialist	15	\$13.55	34.10%	\$18.17
Utility Line Locator	15	\$13.55	N/A	
Victim Advocate	15	\$13.55	N/A	
Automotive Mechanic II	16	\$14.49	N/A	
Evidence Technician	16	\$14.19	N/A	
Quartermaster	16	\$14.19	N/A	
Senior Permit Licensing Technician	16	\$14.19	N/A	
Senior Utility Line Locator	16	\$14.19	N/A	
Assistant City Clerk	17	\$15.51	34.10%	\$20.80
Code Enforcement Officer	17	\$15.51	N/A	
Customer Service Supervisor	17	\$15.51	34.10%	\$20.80
Helpdesk Specialist	17	\$15.51	34.10%	\$20.80
Human Resources Assistant	17	\$15.51	34.10%	\$20.80
Senior Administrative Assistant	17	\$15.51	N/A	
Treatment Plant Operator	17	\$15.51	N/A	
Utility Accounts Supervisor	17	\$15.51	34.10%	\$20.80
Victim Advocate Coordinator	17	\$15.51	N/A	
Buyer	18	\$16.60	N/A	
Chief Lift Station Mechanic	18	\$16.60	N/A	
Chief Plant Mechanic	18	\$16.60	N/A	
Crime Analyst	18	\$16.60	N/A	
Drainage Supervisor	18	\$16.60	N/A	
Executive Assistant to City Manager/Office Manager	18	\$16.60	34.10%	\$22.26
Facilities Maintenance Supervisor	18	\$16.60	N/A	
Field Operations Supervisor	18	\$16.60	N/A	
Grounds Maintenance Supervisor	18	\$16.60	N/A	
Information Technology Specialist	18	\$16.60	34.10%	\$22.26
Instrument Control Technician	18	\$16.60	0.00%	\$16.60
Laboratory Technician	18	\$16.60	0.00%	\$16.60
Meter Services Supervisor	18	\$16.60	0.00%	\$16.60
Parks Supervisor	18	\$16.60	0.00%	\$16.60
Plant Maintenance Electrician	18	\$16.60	0.00%	\$16.60
Records Supervisor	18	\$16.60	34.10%	\$22.26
Recreation Coordinator-Athletics	18	\$16.60	N/A	
Recreation Coordinator-Special Events	18	\$16.60	N/A	
Reserve Police Officer	18	\$16.60	N/A	
Roads & Streets Supervisor	18	\$16.60	N/A	
Shift Supervisor	18	\$16.60	N/A	
Special Events Coordinator	18	\$16.60	N/A	
Accountant I	19	\$17.76	34.10%	\$23.82
Administrative Supervisor	19	\$17.76	34.10%	\$23.82
Assistant Laboratory Manager	19	\$17.76	N/A	
Building Permit Coordinator	19	\$17.76	N/A	

City of Port Orange Job Classification	City Employee Rate of Pay	Employment Services Markup % per All ITB 19-32 Specifications	Employee Rate of Pay
Courier	\$10.33	31.00%	\$13.53
Custodian	\$10.33	31.00%	\$13.53
Program Leader	\$10.33	31.00%	\$13.53
Summer Asst Site Supervisor	\$10.33	31.00%	\$13.53
Water Meter Repairman	\$10.33	31.00%	\$13.53
Staff Assistant	\$11.05	31.00%	\$14.48
Summer Site Supervisor	\$11.05	31.00%	\$14.48
Customer Service Representative	\$11.82	31.00%	\$15.48
Maintenance Worker	\$11.82	31.00%	\$15.48
Records Clerk	\$11.82	31.00%	\$15.48
Administrative Assistant	\$12.66	31.00%	\$16.58
Assistant Plant Mechanic	\$12.66	31.00%	\$16.58
Athletic Field & Facility Technician	\$12.66	31.00%	\$16.58
Equipment Operator	\$12.66	31.00%	\$16.58
Facilities Maintenance Technician	\$12.66	31.00%	\$16.58
Generator Technician	\$12.66	31.00%	\$16.58
Permit Licensing Technician	\$12.66	31.00%	\$16.58
Records Management Coordinator	\$12.66	31.00%	\$16.58
Storekeeper	\$12.66	31.00%	\$16.58
Utility Accounts Clerk	\$12.66	31.00%	\$16.58
Utility Systems Operator	\$12.66	31.00%	\$16.58
Accounting Technician	\$13.55	31.00%	\$17.75
Animal Control Officer	\$13.55	31.00%	\$17.75
Automotive Mechanic I	\$13.55	31.00%	\$17.75
Community Service Officer	\$13.55	31.00%	\$17.75
Crew Chief	\$13.55	31.00%	\$17.75
Fleet Service Writer	\$13.55	31.00%	\$17.75
Heavy Equipment Operator	\$13.55	31.00%	\$17.75
Lift Station Mechanic	\$13.55	31.00%	\$17.75
PAL Director	\$13.55	31.00%	\$17.75
Plant Mechanic	\$13.55	31.00%	\$17.75
Program Specialist	\$13.55	31.00%	\$17.75
Summer Playground Supervisor	\$13.55	31.00%	\$17.75
Utility Accounts Specialist	\$13.55	31.00%	\$17.75
Utility Line Locator	\$13.55	31.00%	\$17.75
Victim Advocate	\$13.55	31.00%	\$17.75
Automotive Mechanic II	\$14.49	31.00%	\$18.98
Evidence Technician	\$14.19	31.00%	\$18.59
Quartermaster	\$14.19	31.00%	\$18.59
Senior Permit Licensing Technician	\$14.19	31.00%	\$18.59
Senior Utility Line Locator	\$14.19	31.00%	\$18.59
Assistant City Clerk	\$15.51	31.00%	\$20.32
Code Enforcement Officer	\$15.51	31.00%	\$20.32
Customer Service Supervisor	\$15.51	31.00%	\$20.32
Helpdesk Specialist	\$15.51	31.00%	\$20.32
Human Resources Assistant	\$15.51	31.00%	\$20.32
Senior Administrative Assistant	\$15.51	31.00%	\$20.32
Treatment Plant Operator	\$15.51	31.00%	\$20.32
Utility Accounts Supervisor	\$15.51	31.00%	\$20.32
Victim Advocate Coordinator	\$15.51	31.00%	\$20.32
Buyer	\$16.60	31.00%	\$21.75
Chief Lift Station Mechanic	\$16.60	31.00%	\$21.75
Chief Plant Mechanic	\$16.60	31.00%	\$21.75
Crime Analyst	\$16.60	31.00%	\$21.75
Drainage Supervisor	\$16.60	31.00%	\$21.75
Executive Assistant to City Manager/Office Manager	\$16.60	31.00%	\$21.75
Facilities Maintenance Supervisor	\$16.60	31.00%	\$21.75
Field Operations Supervisor	\$16.60	31.00%	\$21.75
Grounds Maintenance Supervisor	\$16.60	31.00%	\$21.75
Information Technology Specialist	\$16.60	31.00%	\$21.75
Instrument Control Technician	\$16.60	31.00%	\$21.75
Laboratory Technician	\$16.60	31.00%	\$21.75
Meter Services Supervisor	\$16.60	31.00%	\$21.75
Parks Supervisor	\$16.60	31.00%	\$21.75
Plant Maintenance Electrician	\$16.60	31.00%	\$21.75
Records Supervisor	\$16.60	31.00%	\$21.75
Recreation Coordinator-Athletics	\$16.60	31.00%	\$21.75
Recreation Coordinator-Special Events	\$16.60	31.00%	\$21.75
Reserve Police Officer	\$16.60	31.00%	\$21.75
Roads & Streets Supervisor	\$16.60	31.00%	\$21.75
Shift Supervisor	\$16.60	31.00%	\$21.75
Special Events Coordinator	\$16.60	31.00%	\$21.75
Accountant I	\$17.76	31.00%	\$23.27
Administrative Supervisor	\$17.76	31.00%	\$23.27
Assistant Laboratory Manager	\$17.76	31.00%	\$23.27
Building Permit Coordinator	\$17.76	31.00%	\$23.27

City of Port Orange Job Classification	City Employee Rate of Pay	Employment Services Markup % per All ITB 19-32 Specifications	Employee Rate of Pay
Courier	\$10.33	N/A	
Custodian	\$10.33	40.00%	\$14.46
Program Leader	\$10.33	38.00%	\$14.26
Summer Asst Site Supervisor	\$10.33	38.00%	\$14.26
Water Meter Repairman	\$10.33	38.00%	\$14.26
Staff Assistant	\$11.05	38.00%	\$15.25
Summer Site Supervisor	\$11.05	38.00%	\$15.25
Customer Service Representative	\$11.82	38.00%	\$16.31
Maintenance Worker	\$11.82	38.00%	\$16.31
Records Clerk	\$11.82	38.00%	\$16.31
Administrative Assistant	\$12.66	38.00%	\$17.47
Assistant Plant Mechanic	\$12.66	38.00%	\$17.47
Athletic Field & Facility Technician	\$12.66	38.00%	\$17.47
Equipment Operator	\$12.66	N/A	
Facilities Maintenance Technician	\$12.66	N/A	
Generator Technician	\$12.66	N/A	
Permit Licensing Technician	\$12.66	38.00%	\$17.47
Records Management Coordinator	\$12.66	38.00%	\$17.47
Storekeeper	\$12.66	38.00%	\$17.47
Utility Accounts Clerk	\$12.66	38.00%	\$17.47
Utility Systems Operator	\$12.66	38.00%	\$17.47
Accounting Technician	\$13.55	38.00%	\$18.70
Animal Control Officer	\$13.55	N/A	
Automotive Mechanic I	\$13.55	N/A	
Community Service Officer	\$13.55	N/A	
Crew Chief	\$13.55	N/A	
Fleet Service Writer	\$13.55	N/A	
Heavy Equipment Operator	\$13.55	N/A	
Lift Station Mechanic	\$13.55	N/A	
PAL Director	\$13.55	N/A	
Plant Mechanic	\$13.55	N/A	
Program Specialist	\$13.55	38.00%	\$18.70
Summer Playground Supervisor	\$13.55	38.00%	\$18.70
Utility Accounts Specialist	\$13.55	38.00%	\$18.70
Utility Line Locator	\$13.55	N/A	
Victim Advocate	\$13.55	N/A	
Automotive Mechanic II	\$14.49	N/A	
Evidence Technician	\$14.19	N/A	
Quartermaster	\$14.19	N/A	
Senior Permit Licensing Technician	\$14.19	N/A	
Senior Utility Line Locator	\$14.19	N/A	
Assistant City Clerk	\$15.51	38.00%	\$21.40
Code Enforcement Officer	\$15.51	N/A	
Customer Service Supervisor	\$15.51	38.00%	\$21.40
Helpdesk Specialist	\$15.51	38.00%	\$21.40
Human Resources Assistant	\$15.51	38.00%	\$21.40
Senior Administrative Assistant	\$15.51	38.00%	\$21.40
Treatment Plant Operator	\$15.51	N/A	
Utility Accounts Supervisor	\$15.51	N/A	
Victim Advocate Coordinator	\$15.51	N/A	
Buyer	\$16.60	N/A	
Chief Lift Station Mechanic	\$16.60	N/A	
Chief Plant Mechanic	\$16.60	N/A	
Crime Analyst	\$16.60	38.00%	\$22.91
Drainage Supervisor	\$16.60	N/A	
Executive Assistant to City Manager/Office Manager	\$16.60	38.00%	\$22.91
Facilities Maintenance Supervisor	\$16.60	N/A	
Field Operations Supervisor	\$16.60	N/A	
Grounds Maintenance Supervisor	\$16.60	N/A	
Information Technology Specialist	\$16.60	38.00%	\$22.91
Instrument Control Technician	\$16.60	N/A	
Laboratory Technician	\$16.60	N/A	
Meter Services Supervisor	\$16.60	N/A	
Parks Supervisor	\$16.60	N/A	
Plant Maintenance Electrician	\$16.60	N/A	
Records Supervisor	\$16.60	N/A	
Recreation Coordinator-Athletics	\$16.60	38.00%	\$22.91
Recreation Coordinator-Special Events	\$16.60	38.00%	\$22.91
Reserve Police Officer	\$16.60	N/A	
Roads & Streets Supervisor	\$16.60	N/A	
Shift Supervisor	\$16.60	N/A	
Special Events Coordinator	\$16.60	38.00%	\$22.91
Accountant I	\$17.76	38.00%	\$24.51
Administrative Supervisor	\$17.76	N/A	
Assistant Laboratory Manager	\$17.76	N/A	
Building Permit Coordinator	\$17.76	38.00%	\$24.51

City of Port Orange Job Classification	City Pay Grade	City Employee Rate of Pay	Employment Services Markup % per All Specifications	Employee Rate of Pay
Construction Inspector	19	\$17.76	N/A	
Development Review Technician	19	\$17.76	N/A	
Emergency Management/Public Education Specialist	19	\$17.76	N/A	
Engineering Inspector	19	\$17.76	N/A	
Forester	19	\$17.76	N/A	
Geographic Information System Technician	19	\$17.76	N/A	
Human Resources Administrator	19	\$17.76	34.10%	\$23.82
Paralegal	19	\$17.76	34.10%	\$23.82
Police Accreditation Manager	19	\$17.76	N/A	
Purchasing Agent	19	\$17.76	34.10%	\$23.82
Recreation Supervisor Special Events	19	\$17.76	N/A	
Recreation Supervisor-Athletics	19	\$17.76	N/A	
Right of Way Agent	19	\$17.76	N/A	
Utility Inspector	19	\$17.76	N/A	
Accountant II	20	\$19.00	34.10%	\$25.48
Applications Administrator	20	\$19.00	34.10%	\$25.48
Building Inspector	20	\$19.00	N/A	
Capital Improvement/Revenue Coordinator	20	\$19.00	34.10%	\$25.48
Code Enforcement Manager	20	\$19.00	N/A	
Engineering Specialist	20	\$19.00	N/A	
Financial Budget Analyst	20	\$19.00	34.10%	\$25.48
Fleet Manager	20	\$19.00	N/A	
Grant/Contract Accountant	20	\$19.00	34.10%	\$25.48

Markup % for TEMPORARY Positions not listed Per All Specifications:	34.10%
Markup % for LEASED Positions not listed Per All Specifications:	33.50%

Required Forms Submitted: YES
 Responsive & Responsible Bidder: YES

City of Port Orange Job Classification	City Employee Rate of Pay	Employment Services Markup % per All Specifications	Employee Rate of Pay
Construction Inspector	\$17.76	31.00%	\$23.27
Development Review Technician	\$17.76	31.00%	\$23.27
Emergency Management/Public Education Specialist	\$17.76	31.00%	\$23.27
Engineering Inspector	\$17.76	31.00%	\$23.27
Forester	\$17.76	31.00%	\$23.27
Geographic Information System Technician	\$17.76	31.00%	\$23.27
Human Resources Administrator	\$17.76	31.00%	\$23.27
Paralegal	\$17.76	31.00%	\$23.27
Police Accreditation Manager	\$17.76	31.00%	\$23.27
Purchasing Agent	\$17.76	31.00%	\$23.27
Recreation Supervisor Special Events	\$17.76	31.00%	\$23.27
Recreation Supervisor-Athletics	\$17.76	31.00%	\$23.27
Right of Way Agent	\$17.76	31.00%	\$23.27
Utility Inspector	\$17.76	31.00%	\$23.27
Accountant II	\$19.00	31.00%	\$24.89
Applications Administrator	\$19.00	31.00%	\$24.89
Building Inspector	\$19.00	31.00%	\$24.89
Capital Improvement/Revenue Coordinator	\$19.00	31.00%	\$24.89
Code Enforcement Manager	\$19.00	31.00%	\$24.89
Engineering Specialist	\$19.00	31.00%	\$24.89
Financial Budget Analyst	\$19.00	31.00%	\$24.89
Fleet Manager	\$19.00	31.00%	\$24.89
Grant/Contract Accountant	\$19.00	31.00%	\$24.89

Markup % for TEMPORARY Positions not listed Per All Specifications:	31.00%
Markup % for LEASED Positions not listed Per All Specifications:	31.00%

Required Forms Submitted: YES
 Responsive & Responsible Bidder: YES

City of Port Orange Job Classification	City Employee Rate of Pay	Employment Services Markup % per All Specifications	Employee Rate of Pay
Construction Inspector	\$17.76	N/A	
Development Review Technician	\$17.76	N/A	
Emergency Management/Public Education Specialist	\$17.76	N/A	
Engineering Inspector	\$17.76	N/A	
Forester	\$17.76	N/A	
Geographic Information System Technician	\$17.76	N/A	
Human Resources Administrator	\$17.76	38.00%	\$24.51
Paralegal	\$17.76	38.00%	\$24.51
Police Accreditation Manager	\$17.76	38.00%	\$24.51
Purchasing Agent	\$17.76	38.00%	\$24.51
Recreation Supervisor Special Events	\$17.76	38.00%	\$24.51
Recreation Supervisor-Athletics	\$17.76	38.00%	\$24.51
Right of Way Agent	\$17.76	N/A	
Utility Inspector	\$17.76	N/A	
Accountant II	\$19.00	38.00%	\$26.22
Applications Administrator	\$19.00	38.00%	\$26.22
Building Inspector	\$19.00	N/A	
Capital Improvement/Revenue Coordinator	\$19.00	N/A	
Code Enforcement Manager	\$19.00	N/A	
Engineering Specialist	\$19.00	N/A	
Financial Budget Analyst	\$19.00	38.00%	\$26.22
Fleet Manager	\$19.00	N/A	
Grant/Contract Accountant	\$19.00	38.00%	\$26.22

Markup % for TEMPORARY Positions not listed Per All Specifications:	40%
Markup % for LEASED Positions not listed Per All Specifications:	0%

Required Forms Submitted: YES
 Responsive & Responsible Bidder: YES

Ven LLC dba Daytona Employment

City of Port Orange Job Classification	City Pay Grade	City Employee Rate of Pay	Employment Services Markup % per All ITB 19-32 Specifications	Employee Rate of Pay
Courier	11	\$10.33	N/A	
Custodian	11	\$10.33	N/A	

Ebyte Technologies, Inc

City of Port Orange Job Classification	City Employee Rate of Pay	Employment Services Markup % per All ITB 19-32 Specifications	Employee Rate of Pay
Courier	\$10.33	19.00%	\$12.29
Custodian	\$10.33	19.00%	\$12.29

IOS Acquisition, LLC

City of Port Orange Job Classification	City Employee Rate of Pay	Employment Services Markup % per All ITB 19-32 Specifications	Employee Rate of Pay
Courier	\$10.33	N/A	
Custodian	\$10.33	N/A	

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

TEMPORARY EMPLOYEE AND EMPLOYEE LEASING SERVICES



ITB #19-32

City of Port Orange Purchasing Division

Prepared by: Joseph Castro, Buyer

Release Date: October 28, 2019

Bid Due Date and Time: December 3, 2019 at 2:30pm

City of Port Orange, Florida
1000 City Center Circle
Port Orange, FL 32129
(386) 506-5717
purchdiv@port-orange.org
www.port-orange.org



Legal Notice to Proposers ITB #19-32

TEMPORARY EMPLOYEE AND EMPLOYEE LEASING SERVICES

Notice is hereby given that the City of Port Orange is soliciting bids for ITB #19-32 TEMPORARY EMPLOYEE AND EMPLOYEE LEASING SERVICES. Bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **2:30 P.M. on December 3, 2019** which may be amended by addendum issued by the City. All untimely Bids will not be considered and will be returned to the Bidder unopened. All Bids will be evaluated to ensure they contain all required forms in order to deem the Bidder responsive or non-responsive. Bids will be opened and read aloud at 2:30 P.M. in Council Chambers.

There will be a Non-Mandatory Pre-Bid Conference at 10:00 A.M. (local time) on **November 11, 2019** for the project at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Pre-Bid Conference must sign in. The representative of each Bidder shall be an authorized employee of the Bidder and shall sign in accordingly.

Bidders are encouraged to obtain all bid documents to familiarize themselves with the documents prior to the Pre-Bid meeting and submitting bids.

***DESCRIPTION:** The City of Port Orange is soliciting sealed bids to acquiring the services for Temporary Employee and Employee Leasing Services on an as needed basis.*

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

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

Copies of the Bid documents, requirements, the scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from the City of Port Orange website at www.port-orange.org/bids.aspx and (DemandStar) via their website at www.demandstar.com. All questions shall be directed **in writing** to the Buyer, Joseph Castro, jcastro@port-orange.org or purchdiv@port-orange.org and reference **"Questions on ITB# 19-32 TEMPORARY EMPLOYEE AND EMPLOYEE LEASING SERVICES"** in the subject line. Last day for questions will be **November 18, 2019 at 5:00 P.M.**

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

NO bid shall be withdrawn for a period of ninety (90) days subsequent to the bid opening without the consent of the City of Port Orange, Florida. No Bids received after the time and date specified for the opening will be considered. The City of Port Orange, Florida reserves the right to reject any and all Bids, to waive any and all non-substantial irregularity in Bids received, whenever such waiver or rejection is in the best interest of the City.

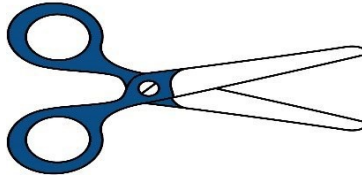
Bids shall be **submitted to the City Clerk's office** with one (1) original and one (1) identical digital (CD or flash drive) version in pdf format, addressed to Joseph Castro, Buyer, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in a **SEALED ENVELOPE/PACKAGE** plainly marked on the outside: **"ITB #19-32 TEMPORARY EMPLOYEE AND EMPLOYEE LEASING SERVICES "**

Joseph Castro – Buyer

Legal Ad - One Time – **October 28, 2019**

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



SEALED BID • DO NOT OPEN

SEALED BID NO. ITB #19-32

BID TITLE: TEMPORARY EMPLOYEE AND
EMPLOYEE LEASING SERVICES

DUE DATE/TIME: December 3, 2019 at 2:30 P.M.

SUBMITTED BY: (Name of Company)

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

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

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SECTION 1 – PURPOSE AND OVERVIEW

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed Bids from Firms or Companies (Vendors) for the provision of acquiring temporary employees and employee leasing services on an as needed basis for the City of Port Orange, Florida. There are several facilities located throughout the City and temporary or leased employees may be required at any of these locations. Each department/division may utilize the contract(s) resulting from this ITB to fill the individual needs of that department or division.

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

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

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO BIDDERS

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

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.

Date of Distribution..... October 28, 2019
Non-Mandatory Pre-Bid Conference November 11, 2019 at 10:00 A.M.
Deadline for Questions.....November 18, 2019 by 5:00 P.M.
Final Addendum Posting:November 25, 2019 by 5:00 P.M.
Bids Due:December 3, 2019 by 2:30 P.M.
City Council Meeting for Approval of Recommendation of Award.....To Be Determined

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

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

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

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

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

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

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

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

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

PRE-BID CONFERENCE/SITE VISIT:

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

QUESTIONS REGARDING THIS ITB:

All questions shall reference “**ITB 19-32 TEMPORARY EMPLOYEE AND EMPLOYEE LEASING SERVICES**” in the subject line. All questions concerning this ITB shall be submitted in writing no later than the date and time referenced in the Timeline above to:

Joseph Castro
Buyer
1000 City Center Circle
Port Orange, FL 32129
jcastro@port-orange.org or
purchdiv@port-orange.org

ADDENDA REGARDING THE INVITATION TO BID:

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

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

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

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

CLARIFICATIONS:

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

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

MINIMUM QUALIFICATIONS:

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

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

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

NO LOBBYING:

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

PRICING SHEETS:

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

EXCEPTIONS TO SPECIFICATIONS:

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

BID SUBMISSION AND WITHDRAWAL:

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

CORRECTION OF BIDS:

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

WITHDRAWAL OF BIDS:

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

OPENING OF BIDS:

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

LITIGATION HISTORY:

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

DEBARMENT HISTORY:

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

REJECTION OF BIDS:

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

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

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

OWNERSHIP OF DOCUMENTS:

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

AMERICANS WITH DISABILITIES ACT (ADA):

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

[Remainder of this page left intentionally blank]

SECTION 3 – SPECIFICATIONS

SPECIFICATIONS

A. Pre-employment security checks to include a drug test and background screening greater than or equal to the City's approved written policy on pre-employment security checks that shall be inclusive of but not limited to a US Criminal/Sex Offender Search, Motor Vehicle Record search when applicable and social trace.

B. Employee Liability Management to include the following:
Workers' Compensation Coverage & Claim Resolution
Employment Practices Liability Insurance
Unemployment Claims Management
Conflict Resolution

C. Employment Administration:
Payroll Processing
Payroll Tax Filing
FICA, FUTA, SUTA
Insurance Procurement
Garnishments
Quarterly Reports
Human Resources Management Reports
Direct Deposit, if employee desires
W-2's & 1099's

D. Benefit Solutions if applicable:
Health Care, Dental & Vision Plans
401 (k) plan
Basic & Voluntary Life Insurance
Basic & Voluntary Personal Accident Insurance

E. Services shall include preparing, auditing, and delivery of payroll checks to employees and reports to the City, as required. Failure to provide payroll checks to employees on time may result in the City exercising its right to terminate the agreement.

F. Temporary employees shall not be paid overtime without the express written authorization of the appropriate City personnel.

G. Bidder(s) is responsible for designating an assigned representative to work directly with the City's project manager and Human Resources Division for the purposes of this contract.

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**“EXHIBIT A”
TEMPORARY POSITIONS**

City of Port Orange Job Classification	City Pay Grade	Workers Comp Code	Employee Rate of Pay
Courier	11	8380	\$10.33
Custodian	11	9015	\$10.33
Program Leader	11	9102	\$10.33
Summer Asst Site Supervisor	11	9102	\$10.33
Water Meter Repairman	11	7520	\$10.33
Staff Assistant	12	8810	\$11.05
Summer Site Supervisor	12	9102	\$11.05
Customer Service Representative	13	8810	\$11.82
Maintenance Worker	13	9102	\$11.82
Records Clerk	13	8810	\$11.82
Administrative Assistant	14	8810	\$12.66
Assistant Plant Mechanic	14	7520	\$12.66
Athletic Field & Facility Technician	14	9102	\$12.66
Equipment Operator	14	5509	\$12.66
Facilities Maintenance Technician	14	9015	\$12.66
Generator Technician	14	8380	\$12.66
Permit Licensing Technician	14	8810	\$12.66
Records Management Coordinator	14	8810	\$12.66
Storekeeper	14	8810	\$12.66
Utility Accounts Clerk	14	8810	\$12.66
Utility Systems Operator	14	7520	\$12.66
Accounting Technician	15	8810	\$13.55
Animal Control Officer	15	8831	\$13.55
Automotive Mechanic I	15	8380	\$13.55
Community Service Officer	15	7720	\$13.55
Crew Chief	15	9102	\$13.55
Fleet Service Writer	15	8380	\$13.55
Heavy Equipment Operator	15	5509	\$13.55
Lift Station Mechanic	15	7580	\$13.55
PAL Director	15	7720	\$13.55
Plant Mechanic	15	7520	\$13.55
Program Specialist	15	9102	\$13.55
Summer Playground Supervisor	15	9102	\$13.55
Utility Accounts Specialist	15	8810	\$13.55
Utility Line Locator	15	7520	\$13.55
Victim Advocate	15	7720	\$13.55
Automotive Mechanic II	16	8380	\$14.49

Evidence Technician	16	7720	\$14.49
Quartermaster	16	8810	\$14.49
Senior Permit Licensing Technician	16	8810	\$14.49
Senior Utility Line Locator	16	7520	\$14.49
Assistant City Clerk	17	8810	\$15.51
Code Enforcement Officer	17	7720	\$15.51
Customer Service Supervisor	17	8810	\$15.51
Helpdesk Specialist	17	8810	\$15.51
Human Resources Assistant	17	8810	\$15.51
Senior Administrative Assistant	17	8810	\$15.51
Treatment Plant Operator	17	7520	\$15.51
Utility Accounts Supervisor	17	8810	\$15.51
Victim Advocate Coordinator	17	7720	\$15.51
Buyer	18	8810	\$16.60
Chief Lift Station Mechanic	18	7580	\$16.60
Chief Plant Mechanic	18	7520	\$16.60
Crime Analyst	18	8810	\$16.60
Drainage Supervisor	18	5509	\$16.60
Executive Assistant to City Manager/Office Manager	18	8810	\$16.60
Facilities Maintenance Supervisor	18	9015	\$16.60
Field Operations Supervisor	18	7520	\$16.60
Grounds Maintenance Supervisor	18	5509	\$16.60
Information Technology Specialist	18	8810	\$16.60
Instrument Control Technician	18	7580	\$16.60
Laboratory Technician	18	7520	\$16.60
Meter Services Supervisor	18	7520	\$16.60
Parks Supervisor	18	9102	\$16.60
Plant Maintenance Electrician	18	7580	\$16.60
Records Supervisor	18	8810	\$16.60
Recreation Coordinator-Athletics	18	9102	\$16.60
Recreation Coordinator-Special Events	18	9102	\$16.60
Reserve Police Officer	18	7720	\$16.60
Roads & Streets Supervisor	18	5509	\$16.60
Shift Supervisor	18	7580	\$16.60
Special Events Coordinator	18	9102	\$16.60
Accountant I	19	8810	\$17.76
Administrative Supervisor	19	8810	\$17.76
Assistant Laboratory Manager	19	7520	\$17.76
Building Permit Coordinator	19	8810	\$17.76
Construction Inspector	19	9410	\$17.76

Emergency Management/Public Education Specialist	19	8810	\$17.76
Engineering Inspector	19	9410	\$17.76
Forester	19	9102	\$17.76
Geographic Information System Technician	19	8810	\$17.76
Human Resources Administrator	19	8810	\$17.76
Paralegal	19	8810	\$17.76
Police Accreditation Manager	19	8810	\$17.76
Purchasing Agent	19	8810	\$17.76
Recreation Supervisor Special Events	19	9102	\$17.76
Recreation Supervisor-Athletics	19	9102	\$17.76
Right of Way Agent	19	9410	\$17.76
Utility Inspector	19	9410	\$17.76
Accountant II	20	8810	\$19.00
Applications Administrator	20	8810	\$19.00
Building Inspector	20	9410	\$19.00
Capital Improvement/Revenue Coordinator	20	8810	\$19.00
Code Enforcement Manager	20	7720	\$19.00
Engineering Specialist	20	9410	\$19.00
Financial Budget Analyst	20	8810	\$19.00
Fleet Manager	20	8380	\$19.00
Grant/Contract Accountant	20	8810	\$19.00

Markup % for TEMPORARY Positions not listed: %

Markup % for LEASED Positions not listed: %

The City reserves the right to add or delete positions as required

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SECTION 4 - STANDARD

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

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

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

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

SECTION 5 – GENERAL TERMS AND CONDITIONS

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

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

1. ACCEPTANCE BY CITY

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

2. ADDENDUM

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

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

3. ADDITIONAL GOODS

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

4. **ANTI-COLLUSION STATEMENT**

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

5. **APPLICABLE LAWS**

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

6. **ASSIGNMENT**

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

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

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

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

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

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

8. AWARDS

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

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

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

9. AWARD AND EXECUTION OF CONTRACT:

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

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

10. BID RETURNS

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

11. BID PROTEST

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

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

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

12. BID/PROPOSAL TABULATION

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

13. BONDS

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

14. CERTIFICATE OF INSURANCE

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

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

15. CHANGE ORDERS

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

16. CHANGE ORDER REQUEST NOTIFICATION

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

17. CLEAN UP

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

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

18. CONDUCT OF VENDORS

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

19. CONE OF SILENCE

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

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

Exceptions to the Cone of Silence:

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

20. CONFLICT OF INTEREST

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

21. CONFLICT OF INSTRUCTIONS

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

22. CONTRACT

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

23. CONTRACT OBLIGATION

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

24. CONTRACT RENEWALS

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

25. COOPERATIVE PURCHASING

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

26. COPYRIGHT AND PATENT RIGHTS

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

27. COST INCURRED BY VENDOR

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

28. DAMAGE

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

29. DEBARMENT HISTORY

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

30. DEFAULT PROVISIONS

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

31. DELIVERY OF GOODS/SERVICES

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

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

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

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

32. DETERMINATION OF LOWEST AND BEST RESPONSIBLE BIDDER /PROPOSER

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

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

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

33. DISCLOSURE OF CONFLICTS

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

34. DISQUALIFICATION OF BIDDER/PROPOSER

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

35. EVALUATION

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

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

36. EXCEPTIONS TO SPECIFICATIONS

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

37. E-VERIFY

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

38. FACILITIES

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

39. FAILURE TO RESPOND

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

40. FINANCIAL STABILITY

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

41. FORCE MAJEURE

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

42. GOVERNING FORMS

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

43. GOVERNING LAW

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

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

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

44. GRANT FUNDING

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

45. HIPAA COMPLIANCE

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

46. IDENTICAL TIE BIDS

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

47. INDEMNIFICATION/HOLD HARMLESS

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

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

48. INDEPENDENT CONTRACTOR

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

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

49. INSPECTIONS AND TESTING

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

50. INSURANCE

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

51. INSURANCE CANCELLATION

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

52. INVOICES AND PAYMENTS

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

in the space provided on the bid form for construction services.

53. IRREVOCABILITY OF RESPONSES

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

54. LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS

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

55. LEGAL REQUIREMENTS

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

Upon execution of a contract, the successful Vendor shall hold harmless, indemnify and defend the City of Port Orange, its members, officials, officers and employees against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorneys' fees and court costs) arising out of or incidental to the performance of the Contract, whether or not due to or caused by negligence of the City of Port Orange, its members, officials, officers or employees. This Contract requirement shall be reflected in the insurance coverage certificate.

56. LICENSES, PERMITS AND TAXES

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

57. LITERATURE (if applicable):

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

58. LOCAL PREFERENCE

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

(a) Competitive Bids

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

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

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

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

59. **MAINTENANCE**

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

60. **NAME BRANDS**

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

61. **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.

62. **NON-EXCLUSIVITY OF CONTRACT**

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

63. **NON-PERFORMANCE:**

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

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

64. **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.

65. **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.

66. OTHER AGENCIES

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

67. PATENTS/COPYRIGHTS

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

68. PRE-BID CONFERENCE OR PRE-PROPOSAL CONFERENCE

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

69. PREPARATION OF RESPONSES

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

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

70. POSTPONEMENT / CANCELLATION / WAIVER OF IRREGULARITIES

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

71. PRICING

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

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

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

72. PRODUCTS/ESTIMATES:

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

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

73. PROPRIETY INFORMATION

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

74. PROTECTION

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

75. 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.

76. 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.

77. PUBLIC RECORDS/PUBLIC MEETINGS EXEMPTION STATEMENT

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

Council, wherein their competitors are making presentations or discussing their bid or proposal with the committee members. The portions of these meetings must still be recorded and are subject to disclosure at the time of an intended award decision or within 30 days of the bid or proposal opening, whichever is earlier. Portions of the meetings that do not involve presentations, questions and answers, or negotiation strategy or negotiation sessions are still open to the public and competing Vendors, but the new law limits public attendance to portions of such meetings.

78. PURCHASE ORDER AND DELIVERY

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

79. 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.

80. QUESTIONS, INTERPRETATIONS

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

81. RECORDS/AUDIT

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

82. RECYCLED MATERIALS

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

83. REJECTING OF RESPONSES, REBIDDING

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

84. REQUEST FOR ADDITIONAL INFORMATION

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

85. REVIEW OF RESPONSES/SUBMISSIONS

Each Response will be reviewed to determine if the Response is responsive to the submission requirements outlined in the Solicitation. A responsive Response is one which follows the requirements of the Solicitation, includes all required documentation, is submitted in the format outlined in the Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your Response non-responsive.

86. RIGHT OF NEGOTIATION RFP/RFSQ/ITN

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

87. RIGHT OF WITHDRAWAL

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

88. RIGHTS TO SOLICITATION SUBMITTED MATERIAL

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

89. RULES, REGULATIONS AND LICENSING REQUIREMENT

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

90. **SAMPLES**

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

91. **SEPARATION AND DISTRIBUTION**

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

92. **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.

93. **SIGNATURE REQUIRED**

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

94. **SIGNED RESPONSE CONSIDERED AN OFFER**

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

95. **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.

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

Unless otherwise specified, Vendors shall use the Solicitation forms supplied by the Purchasing Division. Responses shall be typewritten or handwritten in ink and shall bear the original signature of the Vendor's authorized representative. Responses containing erasures or corrections must be initialed by the Vendor in ink. Responses shall be submitted by mail or hand delivery only. No Response will be accepted by facsimile transmission, e-mail or other electronic

delivery. Responses submitted by mail shall be addressed to: Joseph Castro, Buyer, Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center, Port Orange, Florida 32129. Responses submitted by hand delivery shall be delivered to: City Clerk, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Responses will be accepted until 2:30 p.m. on the date indicated in the Solicitation documents or as addenda issued by the City. One (1) sealed envelope or package shall be submitted. The sealed envelope/package must contain the required forms and price proposals, where applicable, and will be evaluated and deemed responsive or non-responsive. All Responses deemed non-responsive will be returned to the Vendor and will not be opened.

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

97. STATE LICENSING REQUIREMENTS

All entities defined under Chapters 607, 608, 617 or 620, Florida Statutes, seeking to do business with the City shall be on file and in good standing with the State of Florida's Department of State. Prior to making an offer, the Vendor shall have met the license, certification, and any other requirements of the state, county, city and/or other agency of authority with jurisdiction in such matters and should provide copies of documentation that evidence such qualifications with the response to the Solicitation; and, that the Vendor shall provide follow-up evidence that the Vendor maintains such credentials throughout the period of the agreement. A copy of a current certificate of authority from the Secretary of State authorizing the Bidder/Responder to do business in the State of Florida, or other evidence of legal authority to do business in the state, county, city and/or any other agency of authority should be provided with your response to the Solicitation. Information concerning certification with the Secretary of State may be obtained at <http://ccfcorp.dos.state.fl.us/index.html>. Contract documents shall be executed by the entity's duly authorized officer as evidence by entity records.

98. SUBCONTRACTING

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

99. SUPPLEMENTAL MATERIALS

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

100. 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.

101. TERM CONTRACTS

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

102. TERMINATION

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

103. 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.

104. TITLE TRANSFER

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

105. UNBALANCED BID

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

106. USE OF SOLICITATION FORMS

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

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

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

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

107. VARIANCES

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

108. VENDOR'S PRODUCT OR SERVICES

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

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

109. WAIVER OF IRREGULARITIES

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

110. WARRANTIES

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

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SECTION 6 – SPECIAL CONDITIONS

PERIOD OF OFFER VALIDITY:

Bids offered in this ITB shall remain firm for a period of ninety (90) Days from the ITB opening date.

SERVICES REQUIREMENTS

These services are required to effectively meet the following needs:

- A. To handle seasonal, peak workloads or special projects
- B. To fill in during temporary absences of permanent employees
- C. To evaluate positions for permanency
- D. To supply specialized needs
- E. Other purposes that may not be known at this time

There is no guarantee of the number of employees or hours that will be required from the resulting contract(s).

Bidders may offer the services for which they currently have resources to provide temporary employment services, as there may be multiple awards. It is the intent of the City to award more than one bidder if all qualifications are met.

The City requires that the successful bidder(s) perform either drug testing and/or criminal background checks for employees being sent to the City for positions at a level greater than or equal to the level that is performed by the City for its own employees. All pre-employment screening/testing costs shall be borne by the bidder(s). These services shall be available to all City divisions, as required.

The complete list of all positions and current pay scales for the City of Port Orange is attached as Exhibit A to this ITB and is subject to change. These positions are not intended to neither limit competition nor specify any particular proposer, but to ensure that the City receives services customized to fit its particular requirements.

Temporary Employment Services: For the purpose of this solicitation, temporary employment services shall be defined as a contractor providing the services of an employee that has been hired by the contractor to provide the specific services required by the City. The contractor shall hire the identified employee, paying him/her the hourly rate determined by the City and charge the City an agreed upon percentage of mark-up.

Employee Leasing Services: For the purpose of this solicitation, employee leasing services shall be defined as the City providing the employee, the hourly rate the employee shall receive and the hours the employee will work. The City shall exercise control regarding the hiring, training, and firing of these employees. The contractor shall charge the City an agreed upon percentage of mark-up.

BIDDER'S QUALIFICATIONS

The following qualifications shall be met by all bidders.

- A. Bidder(s) shall have a written Workers' Compensation Policy that details for the

City how to handle medical emergencies relating to the contractor's employees. Said policy shall include, but not be limited to:

- Where to send the employee

- How to transport
- Whom to notify

B. All bidders must have been actively engaged in this field for a period of no less than two years and provide references from at least five (5) clients.

C. Bidders must have adequate personnel, equipment, and ability to perform prompt service and maintain regular business hours of 8 a.m. to 5 p.m., Monday through Friday. An after-hours contact also must be made available for shifts that work between the hours of 5 p.m. and 8 a.m., as well as on weekends.

TEMPORARY EMPLOYMENT SERVICES QUALIFICATIONS

The below mentioned qualifications refer to bidders who will be providing temporary employment services:

A. The City will specify a time for the temporary employee's arrival at the job location. Time will start upon the temporary employee's arrival at the specified location.

B. The bidder(s) shall have the ability to provide the services in the time period requested. In no event shall the bidder(s) provide the services later than twenty-four hours after the City request was made. In the event that the selected bidder does not respond within this time frame, the City reserves the right to contact another vendor to fill the position.

C. The bidder(s) shall guarantee that any employee(s) provided for temporary help services is qualified to fill the position specified and will perform in an efficient, professional manner. If temporary personnel fail to perform in a satisfactory manner, the City will not be charged for said services. The City shall be provided replacement personnel within two (2) hours from notification that an employee is not performing satisfactorily. For those positions requiring specialized skill sets, the City will work with the contractor for a reasonable amount of time to obtain replacement services. The City reserves the right to go to another vendor for any requirement that cannot be filled by the original contractor within a reasonable time frame or if the requirement warrants it.

D. The bidder(s) shall provide a list of all positions they are capable of filling for the City along with the hourly rate paid to employee and the markup percentage to be paid by the City. The bidder(s) shall also supply a markup percentage to be charged for additional positions, which may be defined and/or added in the future.

EMPLOYEE LEASING SERVICES QUALIFICATIONS

The below mentioned qualifications refer to bidders who will be providing employee leasing services:

A. Any of the positions listed in Exhibit A have the potential to be requested as a leased/payroll service position. The City may also request additional positions not listed. The City and the bidder(s) will come to a mutually agreed upon rate of pay and mark-up fee prior to the start of any services for additional positions not listed on "Exhibit A".

B. Bidder(s) offering employee leasing shall provide the following information:

1. Time frame in which they can process a request to add an employee to their payroll.
2. The location in which said employee requests will be processed and may the request be processed at the City location requesting the employee.

C. The employee rate shall stay the same twenty-four hours per day, seven days per week. Overtime, hours worked in excess of forty hours shall be charged to the

City only when prior written authorization has been obtained. In no case will overtime be paid for less than forty hours worked.

BIDDER'S PERSONNEL

During the performance of the contract, the bidder agrees to the following:

A. The bidder shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the bidder. The bidder agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The bidder, in all solicitations or advertisements for employees placed by or on behalf of the bidder, shall state that such bidder is an Equal Opportunity Employer.

B. The bidder shall be responsible for ensuring that its employees, agents and subcontractors comply with all applicable laws and regulations and meet federal, state, and local requirements related to their employment and position. C. The bidder certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended.

D. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

E. The bidder shall include the provisions of the foregoing paragraphs A, B, C, and

D, above, in every subcontract or purchase order so that the provisions will be binding upon each bidder.

F. The bidder and any sub-contractor shall pay all employees working on this contract not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended.

G. Any information concerning the City, its products, services, personnel, policies or any other aspect of its business learned by the bidder or personnel furnished by the bidder in the course of providing services pursuant to the agreement, shall be held in confidence and shall not be disclosed by the bidder or any employee or agents of the bidder or personnel furnished by the bidder, without the prior written consent of the City.

CONTRACT/BIDDER RELATIONSHIP

The City of Port Orange reserves the right to award one or more contracts to provide the required services as deemed to be in the best interest of the City. The City makes no representation or guarantee with respect to the amount of services that will be procured by any contractor. All procurement is subject to budgetary approval and expenditure authorization by City Council.

Any awarded bidder shall provide the services required herein strictly under a contractual relationship with the City and is not, nor shall be, construed to be an agent or employee of the City. As an independent bidder the awarded bidder shall pay any and all applicable taxes required by law; shall comply with all pertinent Federal, State, and local statutes including, but not limited to, the Fair Labor Standards Act, The Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The bidder shall be responsible for all income tax, FICA, and any other withholdings from its employees' or sub-contractor's wages or salaries. Benefits for same shall be the responsibility of the bidder including, but not limited to, health and life insurance, mandatory Social Security, retirement, liability/risk coverage, and workers' and unemployment compensation.

The independent bidder shall hire, compensate and terminate members of its work force. The City shall supervise, train, direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.

The City shall provide the awarded bidder's employees with:

1. A workplace which substantially complies with all applicable safety and health standards, statutes and ordinances.
2. All available and requested information training and safety equipment with respect to hazardous substances.
3. Sufficient instructions, assistance, supervision and time to perform the services requested of them the City reserves the right to reject any employees that it deems unfit or not qualified to perform the function for which they were requested.

The independent bidder shall not be exclusively bound to the City and may provide professional services to other private and public entities as long as it is not in direct conflict and does not provide a conflict of interest with the services to be performed for the City.

The City reserves the right to convert a temporary or leased employee to full time or permanent status at any time during the assignment. Should the conversion occur prior to the mutually agreed upon minimum number of hours worked or less than the mutually agreed upon time frame, the City will pay the bidder(s) the applicable conversion fee as stated in the standard services agreement.

AWARD TERM

The successful bidder(s) shall be required to enter into a standard services agreement for an initial one (1) year term with four (4) one-year renewals. All renewals will be contingent upon mutual written agreement and, when applicable, approval of City Council.

Workers Compensation Forms

Successful bidder shall provide within five (5) days upon receiving the Notice of Intent to Award from the City of Port Orange the following completed forms: "Affidavit Regarding Workers Compensation" and "Certificate of Insurance for Workers Compensation".

ELIGIBILITY OF VENDOR:

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

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

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

LICENCES AND PERMITS:

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

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

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

BY: _____

Name of Business

Authorized Signature

Date

This document must be completed and returned with your Submittal

FORM 7.2 – VENDOR’S ACKNOWLEDGEMENT FORM

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

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

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

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

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

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

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

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

NAME OF BUSINESS

MAILING ADDRESS

AUTHORIZED SIGNATURE

CITY, STATE & ZIP CODE

NAME, TITLE, TYPED

TELEPHONE NUMBER / FAX NUMBER

FEDERAL IDENTIFICATION #

E-MAIL ADDRESS

STATE OF _____ COUNTY OF _____

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

My Commission Expires:

Notary Public

This document must be completed and returned with your Submittal

FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

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

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

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

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

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

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

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

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

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

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

(NAME)

(TITLE)

(NAME OF ORGANIZATION) and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.4 – DRUG-FREE PREFERENCE STATEMENT

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

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

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

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

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

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

(NAME)

(TITLE)

_____ and who:

(NAME OF ORGANIZATION)

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

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

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

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

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

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

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

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

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

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

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

NAME OF FIRM: _____

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

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY: __ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

COMPLETION TIME: _____

F.E.I.N. NUMBER: _____

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

NO BID (REASON): _____

This document must be completed and returned with your Submittal

FORM 7.7 – STATEMENT OF VENDOR’S QUALIFICATIONS

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

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

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

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

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission
and expiration:

This document must be completed and returned with your Submittal

FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

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

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

(Do not include the City of Port Orange)

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

This document must be completed and returned with your Submittal.

LISTING OF PREVIOUS EXPERIENCE

Commercial Client List

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

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

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

This document must be completed and returned with your Submittal.

FORM 7.9 – LISTING OF SUBCONTRACTORS

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

Subcontractor No. 1

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 2

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal

FORM 7.10 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

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

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

BUSINESS NAME: _____

CONTACT PERSON/TITLE: _____

MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

Length of Time at Address Provided: _____

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

FEIN (Federal Employer Identification Number): _____

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

PHONE NUMBER: _____ FAX: _____

EMAIL: _____

ATTESTATION – I understand that:

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

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

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

SWORN AND SUBSCRIBED BEFORE ME

NOTARY SEAL

SIGNATURE OF NOTARY PUBLIC

THIS _____ DAY OF _____, 20____

My Commission Expires: _____

SIGNATURE OF AFFIANT

DATE

PRINTED NAME OF AFFIANT / TITLE

COMPANY

This document must be completed and returned with your Submittal



"ATTACHMENT 1" SCHEDULE OF UNIT PRICING

BID FORM
CITY OF PORT ORANGE
ITB # 19-32

TEMPORARY EMPLOYEE AND EMPLOYEE LEASING SERVICES

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

Instruction to save Attachment from DemandStar website:

Perform "File Save As" and save spreadsheet to your computer. Fill in pricing in highlighted cells, preferably electronically.

Bidders are required to complete all fields shaded in green. Column F will be automatically calculated.

NAME OF BUSINESS:	
CONTACT PERSON:	
EMAIL ADDRESS:	
AUTHORIZED SIGNATURE:	

City of Port Orange Job Classification	City Pay Grade	Workers Comp Code	City Employee Rate of Pay	Employment Services Markup % per All ITB 19-32 Specifications	Employee Rate of Pay
Courier	11	8380	\$10.33	0.00%	\$10.33
Custodian	11	9015	\$10.33	0.00%	\$10.33
Program Leader	11	9102	\$10.33	0.00%	\$10.33
Summer Asst Site Supervisor	11	9102	\$10.33	0.00%	\$10.33
Water Meter Repairman	11	7520	\$10.33	0.00%	\$10.33
Staff Assistant	12	8810	\$11.05	0.00%	\$11.05
Summer Site Supervisor	12	9102	\$11.05	0.00%	\$11.05
Customer Service Representative	13	8810	\$11.82	0.00%	\$11.82
Maintenance Worker	13	9102	\$11.82	0.00%	\$11.82
Records Clerk	13	8810	\$11.82	0.00%	\$11.82
Administrative Assistant	14	8810	\$12.66	0.00%	\$12.66
Assistant Plant Mechanic	14	7520	\$12.66	0.00%	\$12.66
Athletic Field & Facility Technician	14	9102	\$12.66	0.00%	\$12.66
Equipment Operator	14	5509	\$12.66	0.00%	\$12.66
Facilities Maintenance Technician	14	9015	\$12.66	0.00%	\$12.66
Generator Technician	14	8380	\$12.66	0.00%	\$12.66
Permit Licensing Technician	14	8810	\$12.66	0.00%	\$12.66
Records Management Coordinator	14	8810	\$12.66	0.00%	\$12.66
Storekeeper	14	8810	\$12.66	0.00%	\$12.66
Utility Accounts Clerk	14	8810	\$12.66	0.00%	\$12.66
Utility Systems Operator	14	7520	\$12.66	0.00%	\$12.66
Accounting Technician	15	8810	\$13.55	0.00%	\$13.55
Animal Control Officer I	15	8811	\$13.55	0.00%	\$13.55
Automotive Mechanic I	15	8380	\$13.55	0.00%	\$13.55
Community Service Officer	15	7720	\$13.55	0.00%	\$13.55
Crew Chief	15	9102	\$13.55	0.00%	\$13.55
Fleet Service Writer	15	8380	\$13.55	0.00%	\$13.55
Heavy Equipment Operator	15	5509	\$13.55	0.00%	\$13.55
Lift Station Mechanic	15	7580	\$13.55	0.00%	\$13.55
PAL Director	15	7720	\$13.55	0.00%	\$13.55
Plant Mechanic	15	7520	\$13.55	0.00%	\$13.55
Program Specialist	15	9102	\$13.55	0.00%	\$13.55
Summer Playground Supervisor	15	9102	\$13.55	0.00%	\$13.55
Utility Accounts Specialist	15	8810	\$13.55	0.00%	\$13.55
Utility Line Locator	15	7520	\$13.55	0.00%	\$13.55
Victim Advocate	15	7720	\$13.55	0.00%	\$13.55
Automotive Mechanic II	16	8380	\$14.49	0.00%	\$14.49

City of Port Orange Job Classification	City Pay Grade	Workers Comp Code	City Employee Rate of Pay	Employment Services Markup % per All Specifications	Employee Rate of Pay
Evidence Technician	16	7720	\$14.19	0.00%	\$14.19
Quartermaster	16	8810	\$14.19	0.00%	\$14.19
Senior Permit Licensing Technician	16	8810	\$14.19	0.00%	\$14.19
Senior Utility Line Locator	16	7520	\$14.19	0.00%	\$14.19
Assistant City Clerk	17	8810	\$15.51	0.00%	\$15.51
Code Enforcement Officer	17	7720	\$15.51	0.00%	\$15.51
Customer Service Supervisor	17	8810	\$15.51	0.00%	\$15.51
Helpdesk Specialist	17	8810	\$15.51	0.00%	\$15.51
Human Resources Assistant	17	8810	\$15.51	0.00%	\$15.51
Senior Administrative Assistant	17	8810	\$15.51	0.00%	\$15.51
Treatment Plant Operator	17	7520	\$15.51	0.00%	\$15.51
Utility Accounts Supervisor	17	8810	\$15.51	0.00%	\$15.51
Victim Advocate Coordinator	17	7720	\$15.51	0.00%	\$15.51
Buyer	18	8810	\$16.60	0.00%	\$16.60
Chief Lift Station Mechanic	18	7580	\$16.60	0.00%	\$16.60
Chief Plant Mechanic	18	7520	\$16.60	0.00%	\$16.60
Crime Analyst	18	8810	\$16.60	0.00%	\$16.60
Drainage Supervisor	18	5509	\$16.60	0.00%	\$16.60
Executive Assistant to City Manager/C	18	8810	\$16.60	0.00%	\$16.60
Facilities Maintenance Supervisor	18	9015	\$16.60	0.00%	\$16.60
Field Operations Supervisor	18	7520	\$16.60	0.00%	\$16.60
Grounds Maintenance Supervisor	18	5509	\$16.60	0.00%	\$16.60
Information Technology Specialist	18	8810	\$16.60	0.00%	\$16.60
Instrument Control Technician	18	7580	\$16.60	0.00%	\$16.60
Laboratory Technician	18	7520	\$16.60	0.00%	\$16.60
Meter Services Supervisor	18	7520	\$16.60	0.00%	\$16.60
Parks Supervisor	18	9102	\$16.60	0.00%	\$16.60
Plant Maintenance Electrician	18	7580	\$16.60	0.00%	\$16.60
Records Supervisor	18	8810	\$16.60	0.00%	\$16.60
Recreation Coordinator-Athletics	18	9102	\$16.60	0.00%	\$16.60
Recreation Coordinator-Special Events	18	9102	\$16.60	0.00%	\$16.60
Reserve Police Officer	18	7720	\$16.60	0.00%	\$16.60
Roads & Streets Supervisor	18	5509	\$16.60	0.00%	\$16.60
Shift Supervisor	18	7580	\$16.60	0.00%	\$16.60
Special Events Coordinator	18	9102	\$16.60	0.00%	\$16.60
Accountant I	19	8810	\$17.76	0.00%	\$17.76
Administrative Supervisor	19	8810	\$17.76	0.00%	\$17.76
Assistant Laboratory Manager	19	7520	\$17.76	0.00%	\$17.76
Building Permit Coordinator	19	8810	\$17.76	0.00%	\$17.76

City of Port Orange Job Classification	City Pay Grade	Workers Comp Code	City Employee Rate of Pay	Employment Services Markup % per All Specifications	Employee Rate of Pay
Construction Inspector	19	9410	\$17.76	0.00%	\$17.76
Development Review Technician	19	8810	\$17.76	0.00%	\$17.76
Emergency Management/Public Educ	19	8810	\$17.76	0.00%	\$17.76
Engineering Inspector	19	9410	\$17.76	0.00%	\$17.76
Forester	19	9102	\$17.76	0.00%	\$17.76
Geographic Information System Techn	19	8810	\$17.76	0.00%	\$17.76
Human Resources Administrator	19	8810	\$17.76	0.00%	\$17.76
Paralegal	19	8810	\$17.76	0.00%	\$17.76
Police Accreditation Manager	19	8810	\$17.76	0.00%	\$17.76
Purchasing Agent	19	8810	\$17.76	0.00%	\$17.76
Recreation Supervisor-Special Events	19	9102	\$17.76	0.00%	\$17.76
Recreation Supervisor-Athletics	19	9102	\$17.76	0.00%	\$17.76
Right of Way Agent	19	9410	\$17.76	0.00%	\$17.76
Utility Inspector	19	9410	\$17.76	0.00%	\$17.76
Accountant II	20	8810	\$19.00	0.00%	\$19.00
Applications Administrator	20	8810	\$19.00	0.00%	\$19.00
Building Inspector	20	9410	\$19.00	0.00%	\$19.00
Capital Improvement/Revenue Coordin	20	8810	\$19.00	0.00%	\$19.00
Code Enforcement Manager	20	7720	\$19.00	0.00%	\$19.00
Engineering Specialist	20	9410	\$19.00	0.00%	\$19.00
Financial Budget Analyst	20	8810	\$19.00	0.00%	\$19.00
Fleet Manager	20	8380	\$19.00	0.00%	\$19.00
Grant/Contract Accountant	20	8810	\$19.00	0.00%	\$19.00

Markup % For TEMPORARY Positions not listed Per All Specifications:	0.00%
Markup % For LEASED Positions not listed Per All Specifications:	0.00%

This document must be completed and returned with your Submittal.

AFFIDAVIT REGARDING WORKERS' COMPENSATION

IMPORTANT

This certificate must be completed and returned by the Awarded Vendor, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage.

State of _____

County of _____

I, _____, being duly sworn according to law, deposes and
says (it, he, she, they) have accepted the Workers' Compensation laws of the State of Florida,
with
its supplements and amendments and has insured (its, his, her, their) liability there under
accordance with the terms of said Laws with the _____
Company, under the terms of Policy Number _____ for a period from
_____, 20__ to _____, 20__.

WITNESS:

By: _____

Name: _____

CONTRACTOR:

Company: _____

By: _____

Name/Title: _____

Sworn to and subscribed before me this ____ day of _____, 20__.

My Commission Expires: _____

Notary Public

Notary Public Printed Name

[Remainder of this page left intentionally blank]

**CERTIFICATE OF INSURANCE
FOR WORKERS' COMPENSATION**

IMPORTANT

This certificate must be completed and returned by the Awarded Vendor, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage. This certificate must be completed by a duly authorized official of the Insurance Company carrying the risk, or a separate certificate of similar context executed On Insurance Company's Standard Form may be attached hereto.

This is to certify that _____, Company has
issued to _____, of the City of _____,
State of _____, the following policy or policies:

Workers' Compensation and Employer's Liability Policy No. _____
Effective on _____, 20____, and expiring on _____, 20____.
Description of limits: _____

If at any time this coverage is to be cancelled, the undersigned will notify the insured
and the _____ in writing thirty (30) days prior to
cancellation of policy.

WITNESS:
By: _____
Name: _____

INSURANCE COMPANY:
Company: _____
By: _____
Name/Title: _____

[Remainder of this page left intentionally blank]

**PERSONNEL SERVICES
AGREEMENT**

THIS AGREEMENT is made and entered into this _____ day of _____, 20 by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and _____ ("Contractor"), a _____ corporation authorized to transact business in the State of Florida, whose principal address is _____ and whose Federal Identification Number is _____. The City and Contractor are collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the _____ is authorized to contract for personnel services for; and

WHEREAS, on _____, 20_, the City issued an Invitation to BID ("ITB") for Temporary Employee and Employee Leasing ("ITB 19-32"), together with all exhibits, attachments, addenda, and amendments thereto, and

WHEREAS, in response to the ITB, various vendors submitted proposals to provide Temporary Employee and Employee Leasing Services; and

WHEREAS, Contractor submitted to City its Proposal (hereinafter referred to as "Contractor's Proposal") in response to the ITB; and

WHEREAS, the City has selected Contractor to provide the personnel services all in accordance with the terms and conditions set forth herein; and

WHEREAS, the City and Contractor have agreed to execute this Agreement for purposes of setting forth the terms and conditions of the agreement of the parties and

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable considerations, the receipt and adequacy of which are hereby mutually acknowledged, the parties agree as follows:

1.1. Purpose: Incorporation of ITB and Contractor's Proposal.

(a) The ITB, together with this Agreement, set forth the terms and conditions for the provision of Temporary Employee and Leasing Services for the City; for the consideration to be paid by City to Contractor as compensation for the provision of Temporary Employee and Leasing Services; and, for certain other ancillary matters more particularly set forth herein or in the ITB.

(b) All terms and provisions of the ITB (on file with the City Clerk), and the Contractor's Proposal which is attached hereto as Exhibit "1", are incorporated by reference in this Agreement as though fully set forth herein. Whenever possible, the provisions specifically set forth in this Agreement and those set forth in the ITB shall be construed to supplement each other, so as to give effect and meaning to all terms and provisions. If there is a conflict between any terms of the ITB and terms specifically set forth herein then, unless otherwise specifically provided herein or in the ITB, the terms of this Agreement shall prevail and take precedence over the terms of the ITB to the extent necessary to resolve such conflict.

(c) The Contractor's Proposal shall be construed to supplement the provisions of this Agreement and the ITB and shall be the determinative document with respect to consideration to be paid by the City. In no event shall the Contractor's Proposal be deemed to alter or modify the terms or provisions of the Agreement, the Scope of Services or the ITB. In the event of any conflict among the terms of the Contractor's Proposal and the Agreement, the ITB, or the Scope of Services, the terms of the Agreement, the ITB or the Scope of Services, as the case may be, shall prevail over the terms of the Contractors Proposal.

12 Definitions. All capitalized terms used herein shall have the meanings assigned to them in this Agreement, as supplemented and modified by the ITB; to the extent there is no conflict. Any capitalized terms used herein and not defined herein shall have such meanings as may be assigned to them in the ITB.

13 Contractor.

(a) From time to time in this Agreement, the term "Contractor" shall be deemed to refer to [to be inserted]. From time to time in this Agreement, the term "Partner" or "Partners" may be used to refer to any proposed joint venture.

(b) This Agreement shall be liberally interpreted and construed so as to give effect to the intent of parties, which is that, unless this Agreement shall otherwise specifically so provide, all duties, obligations, and liabilities imposed upon Contractor, and all terms and provisions of this Agreement applicable to Contractor, shall in all events (and at all times hereafter, notwithstanding any assignment of this Agreement) apply to Contractor.

(c) Any assignment of this Agreement that is permitted under the terms hereof, or to which the City may otherwise consent, shall not release or discharge the Contractor from any duties or liabilities hereunder unless the City shall, in its sole and absolute discretion, otherwise agree in writing.

14 Current Laws; Future Laws.

(a) For purposes of this Agreement, the term "Current Laws" shall be broadly construed to mean and refer to all federal, state, and local laws, ordinances, regulations, and orders, and decrees of bodies, public authorities, or tribunals having any jurisdiction or authority over the parties or any matters relating to this Agreement, to the extent that the foregoing are in effect as of the Effective Date hereof.

(b) For purposes of this Agreement, the term "Future Laws" shall be broadly construed to mean and refer to all amendments, modifications, substitutions, and replacements of Current Laws, together with all federal, state, and local laws, ordinances, regulations, orders, and decrees of bodies, public authorities or tribunals having any jurisdiction or authority over the parties or any matters relating to this Agreement, to the extent that the foregoing may be controlling for this Agreement, and passed, entered, or enacted subsequent to the Effective Date hereof.

2.1 Scope of Services.

(a) Except as otherwise provided in Paragraph 2.4 or elsewhere in this Agreement, throughout the Term of this Agreement, Contractor shall provide, at its sole cost and expense, all labor and administrative support, necessary to perform the services described in the ITB ("Services"). Contractor shall further comply with all terms and provisions of this Agreement.

(b) Contractor shall perform the Services in accordance with all applicable State and Federal laws, rules, regulations, and City of Port Orange ordinances and in accordance with applicable City guidelines, procedures, and policies and/or regulations.

2.2 Cooperation with Other Contractors.

(a) Contractor shall fully cooperate with the City and it shall diligently endeavor to perform its Services in a manner that will promote integration, synergism, and efficiency among Contractor, the City, and the other contractors for the City. Contractor shall not commit nor permit any action on the part of its employees or agents that might unreasonably interfere with the performance of work by any other contractor of the City.

(b) If Contractor asserts that other contractors have hindered or interfered with the

progress or performance of the Services, the City shall use diligent, good faith efforts to aid in resolution of the conflict between Contractor and such other contractors. In such circumstances, Contractor's sole remedy for hindrance or interference caused by such other contractors shall be to seek legal recourse against such other contractors, and the City shall have no liability on account of such hindrance or interference.

2.3 Services Performed. The Services to be performed by Contractor shall be performed within or with respect to the City of Port Orange.

2.4 Termination for Convenience of City.

(a) The City shall have the right, at any time during the term of this Agreement, and for any reason whatsoever in the City's sole discretion, to terminate this Agreement with respect to all or any portion of the Services (such total or partial termination being referred to hereinafter as a "Termination for Convenience"). The City may exercise its right of Termination for Convenience by furnishing to Contractor written notice of its election to do so, which notice shall specify the Services that the City has elected to remove from the scope of this Agreement. The Termination for Convenience as to such Services shall be effective thirty (30) days following the date of the receipt of such notice by the Contractor. In that event, all references herein or in the ITB to "Services" shall be deemed to refer only to those operation and management tasks that continue to be required to be performed by Contractor hereunder.

(b) As of the date upon which a Termination for Convenience is effective, the City shall reduce the Contract Amount so as to omit payment for those elements of work and Services as to which the City exercised its right of Termination for Convenience; provided, however, such reduction shall be in accordance with the provisions of Paragraph 6.1 of this Agreement.

(c) In no event shall a Termination for Convenience be deemed a default by the City under this Agreement or the ITB, and a Termination for Convenience shall not subject the City to any penalty, claim for damages, liquidated damages, or any other claim of any type by Contractor.

2.5 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.

2.6 Ownership of Documents, Inventions and Copyrights.

(a) The City is and shall be and remain the sole owner of all rights including copyrights, trademarks, patent rights, and other intellectual property rights, with regard to any and all reports, plans, documents, software, data, and items developed with respect to the performance of this Agreement. Contractor may not use such materials in any way, other than in performance of its Services under the terms of this Agreement, without the prior written consent of City, which may be granted or denied in the City's sole discretion. If the City consents to use of any materials or rights described in this subparagraph by Contractor, Contractor may use such materials or rights in a manner consistent with such consent, but such use shall be at Contractor's sole risk and without representation or warranty of the City.

(b) As permitted by the Florida Statutes, information generated in connection with this Agreement shall be the property of the City. Contractor shall not transfer, disclose, or otherwise use

such information for any purpose other than in performance of its duties hereunder, without the City's prior written consent, which may be withheld or granted in the sole discretion of the City.

2.7 Applicable Laws and Regulations. Contractor shall perform the Services in compliance with the standards and requirements set forth herein in the scope and services, applicable laws, rules, statutes, ordinances, regulations, and good business practices.

3.1 Term of Agreement

(a) Except as otherwise stated herein, the term of this Agreement shall be for a period of three (3) years (referred to hereinafter as the "Initial Term"), measured from the Effective Date (as defined in this Article III) unless sooner terminated. This Agreement shall be automatically extended at the end of the Initial Term for two (2) one-year periods, unless either Party notifies the other, in writing, at least thirty (30) days prior to the end of the term then in effect. Annual renewals shall be subject to review and approval by the City Manager.

(b) The parties understand and agree that at the expiration of this Agreement or any extension thereto, the City shall in no way be further obligated to Contractor and shall not be impaired from negotiating with and contracting with any other publicly or privately-owned entity wishing to offer Services to the City.

(c) In the event this Agreement is not extended or otherwise renewed, the Contractor shall surrender possession of all the City property immediately upon its expiration and remove all other personal property, Contractor, its directors, officers, employees, agents and/or subcontractors from the City of Port Orange no later than five (5) days following the Agreement's expiration.

(d) Pursuant to the requirements of Florida Law and the City of Port Orange Code of Ordinances, the City's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the City Council.

3.2 Effective Date. The effective date, upon which Contractor shall commence performing the Services and upon which date the Term shall commence, shall be the date designated by the City in a written notice to proceed.

4.1 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.

4.2 Relationship Between City and Contractor.

(a) Contractor is intended to be and shall be an independent contractor of the City in performance of its duties hereunder, and nothing shall be construed as creating any relationship other than that of owner and independent contractor, nor shall there be deemed to exist any relationship whatsoever between the City and contractor's employees. The personnel who assist Contractor in the performance of Services under this Agreement shall at all times be employees of Contractor and not employees of The City. Contractor shall pay all wages, salaries, and other amounts due to its employees in performance of the duties set forth in this Agreement and shall be responsible for all

reports and obligations respecting such employees, including but not limited to Social Security tax, income tax withholding, unemployment compensation, worker's compensation, employee benefits, and similar matters.

(b) Contractor shall be solely responsible for all civil liability due to negligent acts of omissions of its employees or agents resulting in accidents, injuries, or death to persons or property damage during its management and delivery of Services. All personal property of the Contractor utilized in the performance of Services shall be at the sole risk of the Contractor, including, without limitation, risks arising from any environmental damage or liability, theft or vandalism.

(c) The City shall be a third-party beneficiary to the Contractor's contracts for the delivery of Services with any provider or Subcontractor and in the event terms of those contracts shall conflict with any terms and conditions in this Agreement, the terms and conditions in this Agreement shall prevail.

4.3 Removal. Promptly upon written request of the City, Contractor shall remove from activities associated with or related to the performance of this Agreement any employee whom the City considers (for any reason not prohibited by law, in the City's sole discretion) unsuitable for such work. Such employee shall not be reassigned to perform any work relating to the Services except with the express written consent of the City. No compensation in any form shall be paid to Contractor by the City in consideration for the right of removal described in this paragraph or in consideration of the exercise thereof.

4.4 Drug-Free Workplace Requirements. Throughout the Term, Contractor shall provide a drug-free workplace by establishing a drug-free workplace and program in compliance with the ITB and City policy.

4.5 Compliance With Workplace Laws.

(a) Throughout the Term, while performing under this Agreement, Contractor, its agents, employees, and subcontractors shall observe and fully comply with all Current Laws and Future Laws that pertain to workplace safety, labor, or employment. Without limiting the generality of the foregoing, Contractor shall comply in all respects with the Americans With Disabilities Act of 1990, codified at 42

U.S.C. Section 12101 et seq., as it may be modified or amended from time to time hereafter, together with all regulations promulgated from time to time thereunder.

(b) Contractor shall prominently post and publish all employment notices and Information required to be published by any applicable law, rule, regulation, or ordinance from time to time in effect, for review and consideration by its employees.

(c) Contractor, its agents and subcontractors shall provide to their respective employees a work environment free of harassment, and shall make all reasonable accommodations on behalf of employees that may be required by applicable laws and regulations from time to time in effect.

(d) Contractor acknowledges that its employees, agents, Subcontractors, and the employees and agents of Contractor's subcontractors and their agents, are not employees or agents of the City and that Contractor will not be acting as the City's agent or on its behalf for purposes of complying with laws and regulations pertaining to workplace safety, labor, or employment.

(e) To that end, Contractor shall defend, indemnify and hold harmless the City from any damages, claims, costs, or liabilities resulting from a violation or breach attributable solely to Contractor, its agents, employees, or subcontractors of any of the representations or undertakings in this Paragraph 4. This indemnification specifically includes, but is not limited to, court costs and attorneys' fees incurred by the City as a result of Contractor's violation or breach.

4.6 Contract Administrator. The City may designate a member of its staff pursuant to Paragraph

12.4 to act on behalf of the City as the Contract Administrator for administering this Agreement, with the exception of items, which would require City Council approval. The staff designee shall initially be as follows:

Jamie Miller, PHR
Administrative Services Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5562
E-Mail: jmiller@port-orange.org

The City's Contract Administrator shall:

- (a) Serve as the liaison between Contractor and the City on all matters relating to this Agreement.
- (b) Shall be responsible for ensuring that any information supplied by Contractor is properly distributed to the City management personnel, and appropriate staff.
- (c) Shall be responsible for the day to day monitoring and assessment of the quality of Services provided by Contractor under the terms and conditions of this Agreement.
- (d) Coordinate the contract with other City staff that may be designated to assist in carrying out the functions and Services under this Agreement.

4.7 Notices.

- (a) All Notices required or to be given hereunder shall be in writing and shall be deemed to have been properly given on the third day after being deposited in the United States mail, with adequate postage, and sent by registered or certified mail with return receipt requested, to the appropriate party at the addresses set out below, or when delivered after being deposited with a nationally recognized overnight courier such as Federal Express, Express Mail, or other overnight delivery service for next-day delivery:

TO THE City:

Jamie Miller, PHR, Administrative Services
Director City of Port Orange
1000 City Center
Circle Port Orange,
Florida 32129 (386)
506-5562

With a copy to:

Shannon Balmer, Assistant City
Attorney City of Port Orange
1000 City Center
Circle Port Orange,
Florida 32129 (386)
506-5525

TO THE CONTRACTOR:

[To be inserted]

(b) Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior written notice of the address change.

4.8 Equal Employment Opportunity.

(a) Contractor shall ensure equal employment opportunity without regard to race, color, national origin, sex, age, religion, or disability and ensure that no distinctions are made among persons, and no decisions are made regarding individuals, on the basis of race, color, religion, age, gender, disability, or national origin.

(b) Throughout the Term, Contractor shall strictly comply with all applicable provisions of Title VI of the Civil Rights Act of 1964. Contractor maintains an Equal Employment Opportunity Policy, a Discrimination, Harassment and Retaliation Policy and an Open-Door Policy and shall keep complete and accurate records of all procedures and decisions relating to hiring of individuals within minority classes. Those records shall be available to the City at Contractor's office, for review and copying, at all reasonable times and without prior notice.

4.9 Notification of Conviction of Crimes. To the extent that it has or becomes aware of such information or should reasonably become aware of such information, Contractor shall notify the City if any of their officers, directors, or executives, or employees of any Subcontractors are convicted, of any crime, if such individuals have expended substantial time or effort on behalf of Contractor in connection with the furnishing of Services under the terms of this Agreement or might reasonably be expected to do so at a future time. Such notification shall be made no later than ten (10) days after the occurrence of the conviction, and failure to do so shall be an Event of Default hereunder (as defined in Article IX).

5.1 Assignment Rights and Limitations.

(a) The City has selected Contractor to perform the Services based upon characteristics and qualifications of Contractor and its employees. Therefore, Contractor may not assign, delegate, or subcontract its rights or obligations under this Agreement without the prior written consent of the City, which consent the City may grant or withhold in its sole and absolute discretion. Any attempt by Contractor to assign or to subcontract any performance of this Agreement without such consent shall be null and void and shall, at the City's option, constitute a default under this Agreement.

(b) Contractor may assign its rights to receive payment under this Agreement with the City's prior written consent, which consent shall not be unreasonably withheld.

(c) The City may assign all or any portion of its rights under this Agreement without consent of or advance notice to Contractor.

5.2 Subcontracts.

(a) Subject to the right of the City to review and approve or disapprove subcontracts in accordance with this Section, Contractor shall be entitled to subcontract some of the Services performed to other entities. The subcontracts executed by Contractor in accordance with the terms of this Agreement (including vendor contracts) may be referred to herein as "Subcontracts" and the subcontractors thereunder may be referred to herein collectively as "subcontractors."

(b) All Subcontracts must contain the following provisions:

(i) The Subcontract must provide that it is assignable to the City (or its successor in interest under the terms of this Agreement) without the prior approval of the parties thereto, and that the assignment thereof shall be effective upon receipt

by the subcontractor of written notice of the assignment from the City. Upon such event, the City shall be deemed to assume the obligations of Contractor under the Subcontract, but only to the extent such obligations accrue from and after the date of the assignment.

- (ii) Each Subcontract must require the subcontractor to comply with the terms of this Agreement and must require the Subcontractor to carry forms and amounts of insurance satisfactory to the City in its sole discretion. The City shall be listed as an additional insured in such insurance policies (other than workers' compensation policies), and copies of insurance certificates and policies shall be delivered to the City upon request.
- (iii) All warranties (express and implied) of each Subcontractor shall inure to the benefit the City and its successors and assigns.

(c) All Subcontracts shall be subject to the City's prior written approval as to the general form of the Subcontract and the identity of the subcontractor, which approval may be granted or withheld in the sole discretion of the City. The City may waive the right to approve a particular Subcontract, but such waiver shall not affect the City's right to review and approve or disapprove other Subcontracts. The City's approval of a Subcontract shall not be deemed a warranty of any nature. Following approval of a Subcontract, Contractor shall not be entitled to terminate such Subcontract without first obtaining the City's written approval of Contractor's arrangements for performance of the work covered by such Subcontract.

6.1 Compensation.

(a) As compensation for the timely performance of the Services in compliance with the terms of this Agreement, the City will pay Contractor pursuant to the provisions of this Agreement and the ITB.

(b) Notwithstanding anything herein or in the ITB or Contractor's Proposal to the contrary, assuming that Contractor timely performs the Services in accordance with the terms of this Agreement and a Termination for Convenience does not occur, the Total Compensation (as herein defined) paid to Contractor under this Agreement is limited to an amount not to exceed the budget appropriation for each fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended (the "Maximum Total Compensation").

(c) If the City shall cause a partial Termination for Convenience during any Term Year by terminating Contractor's right and obligation to perform a portion of the Services, the amounts of Maximum Total Compensation for the Term Year during which such partial Termination for Convenience is effective shall be reduced by the same proportion as the ratio of Services to be performed has been reduced. The reduction in Maximum Total Compensation shall be effective for as long as the reduction in the scope of Services to be performed is effective.

(d) If a total Termination for Convenience shall occur during the Term, the Maximum Total Compensation (as set forth in subparagraph (b)) to be paid to Contractor during the Term during which such Termination for Convenience is effective shall be a prorated amount, based upon the portion of such Term during which this Agreement is in effect. No compensation shall be paid to Contractor following the effective date of such termination.

(e) For purposes of this Paragraph 6.1, the terms "Total Compensation" and "Term Year" shall be defined as follows:

- (i) "Total Compensation" shall mean the terms of this Agreement and the attached [Insert Date] Addendum [Insert Number] to Existing ITB from the Contractor.

- (ii) A Term Year shall be the year period that commences on the Effective Date.
- (f) The City may withhold any portion of a required payment if either:
 - (i) A portion of the Services for which the payment has been requested has not been performed in accordance with the requirements of this Agreement, or
 - (ii) Contractor has failed to submit the required documentation supporting the portion of such payment in accordance with the requirements of this Article, the Agreement and the ITB.
- g) The City may withhold all of a payment requested in an invoice if:
 - (i) A substantial portion of the Services described in the invoice has not been performed in accordance with the requirements of this Agreement;
 - (ii) Contractor has failed to submit the required documentation supporting a substantial portion of the Services described in such invoice in accordance with the requirements of this Article, the Agreement, or the ITB; or
 - (iii) Defects in or omissions from the invoice or the required supporting documentation otherwise cause the City to question or dispute the accuracy of the invoice as a whole.
- (h) If the City withholds all or any portion of a payment in accordance with this Paragraph 6.1, City shall pay Contractor an amount determined in accordance with the terms of this Agreement, promptly upon receipt by the City of additional required documentation or following resolution of outstanding issues or disputes, as the case may be.
- (j) The fiscal impact of changes in State and Federal law or County ordinances as defined in Section 1.4 herein, which substantially reduces the Total Compensation received by the Contractor under this Agreement may become the subject of negotiations between the parties relating to claims for additional compensation by the Contractor.

6.2 Invoice for Payments and Required Documentation. A payment (as provided in Section 6.1 hereof) will be made by the City in accordance with the Florida Prompt Payment Act only after Contractor has submitted the following documentation to the City, which documentation shall be accepted, subject to the City's review and approval.

(a) An invoice in a form acceptable to the City, with supporting documentation as reasonably required by the City.

(b) A certificate describing all outstanding claims and potential claims, if any, as of the date of the invoice.

6.3 Payment Terms. To the extent Services for which payment has been requested have been performed in accordance with the provisions of this Agreement, and to the extent that an invoice and the documentation described in Paragraph 6.2 has been submitted to the City with respect to such Services, the City shall pay Contractor for the performance of the Services within 45 days of receipt of invoice.

7.1 Contractor Responsibility.

(a) Contractor shall take all reasonable precautions in the performance of the Services and shall cause its employees, agents, and subcontractors to do the same. Contractor shall be responsible and liable for any damage, injury, or loss to the following described persons and property, but only to the extent that such damage, injury, or loss in whole or in part are caused by or arise out of acts or omissions of Contractor or its employees, agents, officers, or subcontractors, or any other persons for whom Contractor may be legally or contractually responsible or out of a failure of

Contractor to comply with the terms of this Agreement unless, and to the extent, such damage, injury or loss is attributable to the City's direction, control or supervision of the employees furnished by the Contractor. The Contractor shall be responsible and liable for the persons and property described herein, for the following:

- (i) all employees of Contractor and the subcontractors and other persons who would reasonably be expected to be affected by the performance of the Services.
- (ii) other property of Contractor and its employees, agents, officers, subcontractors, and all other persons for whom Contractor may be legally or contractually responsible on or adjacent to areas upon which Services are performed.
- (iii) members of the public and their personality.

(b) Contractor shall comply, and shall cause its employees, agents, officers, Subcontractors, and all other persons for whom Contractor may be legally or contractually responsible to comply, with all Current Laws and Future Laws relating to the safety of persons and property and their protection from damage, injury, or loss.

(c) Contractor shall be responsible for all damage and loss that may occur with respect to any and all property in any way involved in the provision of Services by Contractor, whether such property is owned by Contractor, the City or any other person, to the extent such damage or loss shall have been whole and in part caused or brought about by the acts or omissions of Contractor or its employees, agents, officers, subcontractors, or any other persons for whom Contractor may be legally or contractually responsible unless, and to the extent, such damage, injury or loss is attributable to the City's direction, control or supervision of the employees furnished by the Contractor.

(d) Contractor shall ensure that all of its activities and the activities of its employees, agents, officers, subcontractors, and all other persons for whom Contractor may be legally or contractually responsible are undertaken in a manner that will minimize the effect on property and the public.

7.2 Indemnifications by Contractor.

(a) Contractor shall defend, indemnify and hold harmless the City and each and every individual that is now (or may in the future become associated with the City, including its elected and appointed officials, officers, directors, agents, consultants, and employees (collectively referred hereinafter to as the "Indemnified Parties") from and against any and all losses, penalties, interest, demands, judgments, claims, causes of action, suits, legal or administrative proceedings, damages, losses, liabilities, response costs, fees, costs and expenses (including, without limitation, reasonable attorneys', paralegals,' and expert witness fees and costs that may be incurred, whether for personal injury, death, property damages, direct or consequential damages or economic loss including environmental impairment) arising out of, relating to or resulting from in whole or in part:

- (i) The negligent performance by Contractor (or its employees, agents, officers, subcontractors, or any other persons for whom Contractor may be contractually or legally responsible) of the Services or other duties or obligations set forth in this Agreement (including the ITB and the Scope of Services) or the material failure to perform the Services in the manner herein required.
- (ii) The failure of Contractor (or its employees, agents, officers, subcontractors, or any other persons for whom Contractor may be contractually or legally responsible) to comply with any applicable law, rule, ordinance, regulation, or statute in performing the Services or other duties or obligations set forth in this Agreement.

- (iii) Any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions in performance of the Services or other duties or obligations set forth in this Agreement.
- (iv) Any negligent act or omission of Contractor (its employees, agents, officers, subcontractors, or any other persons for whom Contractor may be contractually or legally responsible), including, but not limited to, any negligent act or omission that may cause, result in, or contribute to the injury to or death of persons, or the damage to or loss of property.
- (v) The assertion by any contractor, subcontractor, or other person that inconvenience, disruption, delay or loss has been caused by actions or interference of Contractor (or its employees, agents, officers or subcontractors or any other persons for whom Contractor may be contractually or legally responsible), or other failure of Contractor (or its employees, agents, officers or Subcontractors or any other persons for whom Contractor may be contractually or legally responsible) to cooperate reasonably with such contractors, subcontractors or other persons.

(b) The City and Contractor agree the first \$100.00 of this Agreement's compensation paid by the City to Contractor shall be given as separate consideration for this indemnification and any other indemnification of the City by Contractor provided for within this contract document, the sufficiency of such separate consideration being acknowledged by Contractor's acceptance and execution of the Agreement. Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. Contractor agrees to pay on behalf of the Indemnified Parties, as well as provide payment for a legal defense for the Indemnified Parties, both of which will be done only if and when requested by an Indemnified Party for all claims made. Such payment on the behalf of the Indemnified Parties shall be in addition to any and all other legal remedies available to the Indemnified Parties and shall not be considered to the City's exclusive remedy under the terms of or as a consequence of any workers' compensation, disability benefit, or other employee benefits laws.

7.3 Liability for Failure for Employee Theft. Without limiting the generality of the provisions of this Paragraph, Contractor shall reimburse the City in the amount of any and all funds or property that are lost or converted by reason of theft, fraud, dishonesty, embezzlement, false reporting or conversion by Contractor, its employees, agents, officers, Subcontractors or others under control of Contractor, or for whose actions Contractor is legally or contractually responsible. Contractor shall promptly notify the City of any such losses, and shall pay such amounts to the City on or within thirty (30) days after the date that the loss is discovered. Contractor may, at its option, obtain employee fidelity bonds or other insurance coverage with respect to the losses described in this subparagraph, but the absence of such coverage shall not limit Contractor's liability to the City.

7.4 No Effect on Other Rights. The obligations set forth in this Article shall not be construed to negate, abridge, or reduce other rights or obligations that otherwise would exist in favor of a party indemnified hereunder.

8.1 Issuers of Insurance. Contractor shall procure, at its own expense, insurance acceptable to the City as described herein and shall maintain the insurance in full force and effect throughout the Term in the manner specified herein. All Insurance shall be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class VIII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by the City in its sole and absolute discretion. Failure to maintain the requisite insurance in place throughout the Term hereof shall be an Event of Default by Contractor

hereunder.

82 Insurance Coverage.

(a) All insurance policies required to be obtained by Contractor under this Agreement shall be underwritten by insurance companies licensed to do business in the State of Florida and having Best ratings of at least A-V I. and such policies and the terms thereof shall be subject to review

and approval of the City. Contractor shall obtain endorsements to all policies and certificates of insurance providing that:

- (i) no cancellation, non-renewal, or reduction in coverage shall be effective unless the insurer first gives the City thirty (30) days' written notice.
- (ii) the policies are primary, and not contributing, with respect to any insurance that may be carried by the City.
- (iii) with respect to workers' compensation and employer's liability policies, and with respect to other policies to the extent allowed by law and available without voiding insurance coverage the insurer waives its right of subrogation against the City, and its respective council members, directors, officers, employees and agents.

(b) Contractor shall promptly furnish the City with certificates evidencing the existence of the insurance coverage herein required upon receipt. Contractor may obtain for its own account any insurance not required under this Agreement. Certificates shall be current ACCORD form and shall reflect additional insurance requirements as may be required herein.

(c) If Contractor fails or refuses to procure or maintain insurance as required by this Agreement or fails or refuses to furnish the City with evidence that the insurance has been procured, is in force and has been paid for, the City shall have the right, at its election, and following ten (10) days written notice to Contractor, to procure and maintain such insurance pursuant to Paragraph 8.8. The premiums paid by the City shall be offset against payments that otherwise would be due to Contractor under this Agreement.

83 Forms of Insurance Coverage and Minimum Limits. Contractor shall maintain insurance policies throughout the Term with the following coverages and minimum limits.

(a) Commercial General Liability Insurance, with limits of \$500,000.00 per occurrence and \$1,000,000.00 aggregate, including coverage parts of Bodily injury, Broad Form Property Coverage, Personal Injury, Independent Contractors, Blanket Contractual Liability, and Products and Completed Operations. Liability insurance shall be pursuant to current ISO simplified form. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by Contractor under this Agreement.

(b) Automobile Liability (for bodily injury, death and property damage) with a minimum combined single limits of \$500,000.00 for each accident for all hired, owned and non-owned vehicles.

(c) Workers' Compensation Insurance Coverage, including all coverage required under the laws of the State of Florida (as amended from time to time hereafter) and Employer's Liability Coverage in the amount of \$500,000.00 per accident, \$500,000.00 per illness, and \$500,000.00 annual aggregate illness.

(d) Errors and Omissions coverage limits of \$1,000,000.00.

(e) Excess liability coverage with limits of \$1,000,000.00 with terms and conditions no more restrictive than the underlying forms.

84 Endorsements With Respect to Liability Coverage. All general liability and automobile liability

policies must contain, or must be endorsed to contain, the provisions set forth below:

(a) The City, its respective council members, directors, officers, employees and agents shall be additionally insured with respect to any and all liability arising out of the work required under this Agreement only to the extent that such board members, directors, officers, employees and/or agents direct, control or supervise the employees provided by the Contractor.

(b) For any claims related to Contractor's responsibilities under this Agreement, Contractor's insurance coverage shall be primary insurance with respect to the City and its respective board members, directors, officers, employees and agents. Any insurance or self-insurance maintained by the City, or their respective members, directors, officers, employees and agents, shall be excess of Contractor's insurance and shall not be contributory with Contractor's coverage.

(c) Any failure on the part of Contractor to comply with reporting provisions or other conditions of the policies, any breach of warranty, or any action or inaction of Contractor or others, shall not affect coverage provided to the City, and its respective board members, directors, officers, employees and agents.

(d) Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(e) To the extent allowed by law, and to the extent such endorsements are available without voiding primary coverage, each policy shall waive any right of subrogation against the City and/or, and its respective board members, directors, officers, employees and agents.

85 Miscellaneous Provisions With Respect to Contractor's Insurance Coverage.

(a) To the extent that Contractor engages any subcontractors for the Services to be performed under this Agreement, Contractor shall require each subcontractor to include the City and its respective board members, directors, officers, employees and agents, as additionally insured under such subcontractor's general liability and automobile liability insurance policies. Contractor shall have sole responsibility for determining the amount of coverage required to be obtained by subcontractors, which determination shall be made in accordance with requirements established by Contractor's insurance company.

(b) The procurement of required policies of insurance shall not be construed to limit Contractor's liability hereunder or to fulfill the indemnification provisions and requirements of this Agreement.

(c) Any deductibles or self-insured retentions for Contractor's liability insurance must be declared to and approved by the City.

(d) From time to time during the Term, the City may notify Contractor of changes to the City's requirements with respect to insurance coverage, and Contractor shall promptly cause corresponding changes to be made in its coverages, to the extent commercially feasible. The City shall reimburse Contractor for additional costs arising from such changes.

(e) Except as otherwise provided in subparagraph (d), in no event shall the City be liable for payment of premiums or other amounts with respect to insurance coverage carried or required to be carried by Contractor or any Subcontractors.

(f) The insurance requirements set forth in this Article are not intended as, and shall not be deemed a basis for, a waiver of the City's sovereign immunity, or the sovereign immunity of any state agency or political subdivision named on the required insurance policies.

86 City's Right to Remedy Breach by Contractor. If Contractor fails to provide insurance as required herein, the City or its assignees will have the right, but not the obligation, to purchase such insurance after giving the Contractor thirty (30) days' notice to cure this default. In such event, the amount paid for such insurance will be credited against the next accruing payment or payments that otherwise would be made by the City to Contractor under this Agreement. To the extent the City incurs any damages (not including amounts paid for insurance coverage during the sixty (60) day period) within the above sixty

(60) day period, which are directly and solely attributable to the Contractor failing to provide insurance as required herein, the amount of such damages will be credited against the next accruing payment or payments that otherwise would be made by the City to Contractor under this Agreement.

87 Financial Information and Status. Contractor shall promptly notify the City in writing of the occurrence of any material adverse change in the financial condition, business, prospects, affairs or operations of any Related Party or any of its properties or assets, or of the existence of any material impairment of the right or ability of the Contractor or any Related Party to carry on its operations as currently conducted. For purposes of this paragraph, Related Party ("Related Party"), shall mean any parent, subsidiary, affiliate, managing entity, partner, corporate, subcontractor, or other legal entity possessing an interest in the ownership and/or operation of the Contractor.

9.1 Default by Contractor.

(a) The occurrence of any one or more of the following events shall constitute an event of default by Contractor (including any Partner) under this Agreement (each such event being hereinafter referred as an "Event of Default"):

- (i) Failure of Contractor or any subcontractor to secure or maintain in place at all times during the Term of this Agreement any bond or any policy of insurance of the type and with the coverage herein required.
- (ii) Dishonesty, embezzlement, or false reporting of financial information by Contractor or its employees, agents, officers, subcontractors, or others under control of contractor; willing or knowing participation by Contractor in a fraud; failure of Contractor to promptly report in writing to the City the occurrence of any theft, fraud, dishonesty, embezzlement, false reporting or conversion by Contractor, its employees, agents, officers subcontractors, or others under control of Contractor or for whose actions Contractor is legally or contractually responsible.
- (iii) Failure of Contractor to promptly reimburse the City for any loss or damage to the City or its property.
- (iv) Refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes and made or received by the Contractor in conjunction with this Agreement.
- (v) Conviction of any employee or affiliate of Contractor of a public entity crime, or placement of the names of Contractor or any employee, or affiliate of Contractor on the convicted vendor list established and maintained by the State of Florida Department of Management Services. For purposes of this subparagraph, the terms "affiliate", "convicted vendor list" and "public entity

crime" shall have the meanings assigned by, Section 287.133, Florida Statutes as it may be modified, amended, replaced or substituted from time to time hereafter.

- (vi) Change in structure or ownership of the Contractor so that an interest of twenty- five (25) percent or more is owned or controlled by a foreign country, any political subdivision or agency of a foreign country, any business entity, which is incorporated in a foreign country and/or has its principal place of business in a foreign country or a foreign-born individual who is not naturalized US citizen.
- (vii) Unreasonable or unexcused delay or discontinuance by Contractor of the Services to be performed pursuant to this Agreement.
- (viii) To the extent allowed by law, filing by Contractor of a petition in bankruptcy or for reorganization or for an arrangement pursuant to any federal or state bankruptcy law or any similar federal or state law; adjudication of Contractor as a bankrupt or insolvent; assignment by Contractor for the benefit of creditors; admission in writing by Contractor of its inability to pay its debts generally as they become due; filing of a petition or answer proposing the adjudication of Contractor as bankrupt or insolvent pursuant to any federal or state bankruptcy law or similar federal or state law in any court, and failure of Contractor to discharge such petition or answer within ninety (90) days after the filing thereof.
- (ix) Appointment of a receiver, trustee or liquidator of Contractor, or of all or substantially all of its assets, in any proceeding, and failure of Contractor to cause such appointment to be canceled or discharged within ninety (90) days after such appointment, if the appointment was not requested by Contractor.
- (x) Failure by Contractor to satisfy or post bond with respect to any final judgment against it within ten (10) days of entry of the judgment.
- (xi) Attempt by Contractor to assign its rights or delegate its obligations in contravention of the terms of this Agreement, or execution by Contractor of a Subcontract in violation of the terms of this Agreement.
- (xii) Failure of Contractor to pay in full, as and when due, any amount that may be or become properly due and payable to the Internal Revenue Service, the Florida Department of Revenue, any employee pension or retirement plan, any Subcontractor or any other entity that furnishes goods, services, or personnel to aid or assist Contractor in performance of the Services. If Contractor, in good faith, disputes the amount of a payment alleged to be due, or disputes whether or not a payment actually is due, Contractor may withhold the disputed payment from the alleged payee until Contractor and the alleged payee resolve the dispute through negotiation, litigation, or otherwise, but only so long as:
 - (A) Contractor continues performing the Services in the manner herein required during the resolution of the payment dispute, and there is no adverse impact on the services provided. Upon request of the City, Contractor will advise the City of the status of any dispute over amounts allegedly due and payable by Contractor to a third party with whom a dispute exists as described herein.
- (xiii) Failure of Contractor to furnish information required under the terms of Article VIII hereof, as and when required.

- (xiv) The occurrence of any event or circumstance (whether in connection with the performance of the Services or otherwise) that causes the City to have reasonable concerns as to the ability (financial or otherwise) of Contractor or any Subcontractor to perform the Services in the manner herein required.
- (xv) Failure by Contractor to perform any component of the Services in a manner acceptable to the City in its reasonable discretion, or material failure by Contractor to otherwise perform its obligations under this Agreement or to substantially comply with any terms or provisions set forth herein, in the ITB, or in scope of services, as it may hereafter be amended, modified, or supplemented from time to time.

9.2 Event of Default by the City. The failure of the City to make payments to Contractor at the times and in the amounts required by this Agreement shall constitute an Event of Default by the City under this Agreement.

9.3 Rights of Non-Defaulting Party Upon Occurrence of Event of Default.

(a) If Contractor commits an Event of Default hereunder the City shall be entitled to exercise any or all of the following remedies, in addition to any or all other remedies or rights provided by law or equity to which the City may resort, cumulatively or in the alternative, and in addition to such other rights and remedies elsewhere set forth in this Agreement:

- (i) The City may terminate this Agreement and Contractor's rights hereunder by giving Contractor a notice of termination. On the fifteenth (15th) day following such termination notice, or on the date specified in such notice, if later, Contractor's rights hereunder shall terminate. To the extent that any duties, obligations, or liabilities of Contractor shall have accrued as of the effective date of termination, such duties, obligations, and liabilities shall survive the termination of this Agreement.
- (ii) The City may terminate some but not all of Contractor's rights hereunder by modifying the definition of Services to exclude therefrom those Services as to which the Event of Default has occurred. The City shall give Contractor notice of those Services to be terminated and, on the fifteenth (15th) day following such termination notice, or on the date specified in such notice, if later, Contractor's obligation to perform such Services, and its rights to be paid for the performance thereof, shall terminate.
- (ii) If the Event of Default consists of a failure of Contractor to perform an obligation or duty in the manner or within the time required under the terms of this Agreement, the City may either perform such obligation or duty or retain another party to perform such obligation or duty, in either case offsetting the cost of such performance against the payments otherwise due by the City to Contractor under this Agreement.
- (iv) The City may collect from Contractor, or may offset against amounts due or to become due to Contractor under the provisions of this Agreement, all costs and expenses incurred by the City or damages or liabilities suffered by the City due to the occurrence of the Event of Default.
- (v) The City may bring any action at law or equity for emergency, provisional or temporary relief (including, without limitation, injunctive relief, attachment, or extraordinary writ) or may exercise self-help remedies or other efforts or attempts to minimize damage that would otherwise accrue as a result of the occurrence of Contractor's Event of Default.

- (vi) In the event the City determines that a material breach of this Agreement has occurred and that the public's health, safety, and/or welfare is now endangered, the City Council in a public hearing may order Contractor to immediately cease its operations. In that event, Contractor shall agree to cooperate completely with the City to affect the immediate takeover of its Services operations. Such a takeover shall be affected immediately or in no case later than 72-hours after the approval by the City Council of said action. These provisions are specifically stipulated and agreed to by both parties to be reasonable and necessary for the protection of the public's health, safety, and welfare, and any legal action, concerning the dispute of the City's determination that a material breach has occurred, shall be initiated and shall take place only after the emergency takeover of Services.
- (vii) Contractor understands and agrees that the failure on the part of the Contractor to cooperate fully with the City to effect a safe and smooth transfer of Services operations during an emergency as set out in Paragraph 9.3 (vii) shall not itself constitute a material breach of this Agreement, even if it is later determined that the original material breach declaration was initiated erroneously by the City Council.

(b) Notwithstanding anything in the ITB to the contrary, the parties have not agreed upon or established a measure of liquidated damages in the event of an occurrence of an Event of Default by the Contractor hereunder.

9.4 Default Notice: Remedies.

(a) If an Event of Default occurs hereunder, as a condition precedent to exercising any other rights or remedies as a result of such Event of Default, the party claiming an Event of Default has occurred shall send written notice to the other party, specifying the circumstances constituting the default (referred hereinafter as the "Default Notice").

(b) Notwithstanding anything herein to the contrary, the City may seek or pursue any and all remedies available to it, immediately and without providing any curative rights or periods or, if an Event of Default is:

- (i) An Event of Default of a type or nature described in Paragraph 9.1(a)(1); 9.1(a)(vi); 9.1(a)(vii); 9.1(a)(viii); 9.1(a)(ix); 9.1 (a)(xi); 9.1 (a)(xii); 9.1 (a)(xiv); or 9.1 (a)(xv);
 - (ii) An Event of Default of a nature, which endangers the public health. or welfare and which requires prompt or immediate remedies or relief;
 - (iii) An Event of Default that is not of a type or nature that renders it susceptible to a meaningful or prompt cure;
 - (iv) An Event of Default of a monetary nature, if the amount in controversy exceeds \$100,000.00;
 - (v) An Event of Default that involves alleged fraud or theft or failure to account for funds;
 - (vi) An Event of Default of a type that would cause the City, or the public to suffer significant or incurable harm or damage if a curative opportunity were granted, or if a speedy resolution is otherwise critical in the City's reasonable opinion.
- (c) Except with respect to the Events of Default identified in subparagraph 9.4(b) or as otherwise provided in subparagraph 9.4(b), if an Event of Default occurs and if either:

the defaulting party has not commenced efforts to cure the Event of Default on or before ten

(10) days after receipt of Default Notice; or if the defaulting party does not diligently prosecute its efforts to accomplish a cure; or if the defaulting party fails to complete a cure on or before thirty days (30) after receipt of the Default Notice (or such longer or shorter period of time as shall be reasonably required to cure the Event of Default), then the non- defaulting party shall be entitled to attempt to resolve the dispute at a settlement conference in accordance with the provisions of Paragraph 9.5.

9.5 Settlement Conference. If required under the terms of Paragraph 9.4, and if the party who allegedly is in default has not cured the event of default on or within ten (10) days after the initial delivery of the default notice, the parties shall schedule and attend a settlement conference to seek resolution of the dispute. Both parties shall endeavor in good faith to seek a reasonable and equitable resolution of the dispute during such settlement conference.

9.6 Cooperation. Each party shall diligently cooperate with the other in an effort to resolve disputes in the most fair and amicable manner possible, and shall perform such acts as may be necessary to obtain a prompt and expeditious resolution of the dispute.

9.7 Continuing Performance. Following the occurrence of any event of default or alleged event of default, and continuing during any resulting legal proceedings, each party shall continue to perform its duties and obligations under this Agreement unless otherwise specified in this Agreement, unless otherwise agreed or otherwise directed by a court of competent jurisdiction.

10.1 Obligations. Immediately upon expiration or termination of this Agreement, whether at the expiration of the Term or otherwise, the parties shall do the following:

(a) Promptly upon termination, Contractor shall submit to the City detailed information relating to each subcontractor and employee of Contractor performing work under this Agreement. This information shall be in sufficient detail so that (i) the City will have the ability to contact each Subcontractor and employee; (ii) the City can easily determine the role or function of each in regard to Contractor's obligations hereunder; and (iii) if it so elects, the City may engage each Subcontractor or employee on substantially the same terms as each had been contracted by Contractor.

(b) Within ten (10) days after Contractor's submission to the City of the information described in subparagraph (a), the City shall notify Contractor, in writing, of each Subcontract (including vending contracts) and employment agreement with respect to which the City has or intends to exercise its right to succeed Contractor.

(c) Within fifteen (15) days after Contractor's submission to the City of the information described in subparagraph (a), Contractor shall cancel or terminate all Subcontracts and employment agreements except those specified in the notice from the City to Contractor as being agreements that it intends to assume.

(d) Contractor shall use its best efforts to cancel or minimize any outstanding Subcontracts and employment commitments or agreements that the City does not intend to assume. Contractor shall initiate settlement of all outstanding liabilities and claims arising out of the commitments or agreements to be canceled. Contractor shall provide the City with an opportunity to review and approve all settlements contemplated with respect to any Subcontract or employee commitment or agreement, so that the City will have (if it so elects) a meaningful opportunity to assume outstanding Subcontracts and employee commitments or agreements. Any settlement shall be subject to approval by the City.

10.2 Assignment. Contractor shall incorporate a provision in all Subcontracts that provide for assignment to the City (at the City's election), as more particularly required by Paragraph 5.2 of this Agreement. Notwithstanding the incorporation of such provisions, at the request of the City, Contractor shall notify the subcontractor of its consent to the assignment of the Subcontract and execute an instrument assigning to the City in writing all of Contractor's rights, title, and interest under any

subcontracts that the City desires to assume. At the sole discretion of the City, the City may settle all claims arising out of the cancellation of the Subcontracts.

10.3 Continuing Liability. Termination of this Agreement or any portion thereof, shall not relieve Contractor of its responsibilities relating any completed portions of the Services, nor shall it relieve Contractor's surety, if any, of its obligation for and concerning any claims arising out of the work performed.

10.4 Completion of the Services. If Contractor commits an Event of Default hereunder, the City may enter into an agreement with others for the performance of the Services under the Agreement or may use other methods which, in the opinion of the City, are required for the performance of the Services in an acceptable manner. To the extent that an Event of Default involves an employee(s) that Contractor has agreed to provide the City failing to show for work at the designated start time of the work day, the City shall immediately notify the Contractor by the most expeditious means and the City agrees to give the Contractor up to four (4) hours from the designated start of the work day to provide alternative employees to the City before the City seeks the services of others to provide alternative employees.

11.1 Status of Contractor. Contractor represents to the City that [to be inserted], is a corporation duly created under the laws of Florida and qualified to transact business in Florida; and that Contractor possesses all permits and licenses necessary under applicable laws to authorize it to perform the Services. These licenses include a certificate of authority in good standing from Florida Department of State, Division of Corporations.

12.1 Compliance with Tax Laws. The parties intend that the provisions of this Agreement shall comply in all respects with the requirements for management or service contracts promulgated by the Internal Revenue Service in Revenue Procedure 93-19, 1993 C.B. 526 ("93-19"). If the City (in its sole and absolute discretion) determines that any statute, regulation, ruling, announcement, notice, judicial decision, or other matter is enacted, promulgated, issued, released, published, or decided after the publication date of 93-19, which overrules, supersedes, or is inconsistent with 93-19 (a "Subsequent Ruling") and which causes the Agreement to violate the Subsequent Ruling, or if the City (in its sole and absolute discretion) determines that the Agreement does not comply with 93-19 or such Subsequent Ruling, a "Tax Condition" shall be deemed to have occurred. Upon the occurrence of a Tax Condition, the City, and Contractor shall, in good faith, negotiate modifications to this Agreement that would cure the Tax Condition. If the City and Contractor fail to agree to modifications within twenty (20) days after the occurrence of a Tax Condition, the City shall have the sole right to modify this Agreement in any manner that is minimally and reasonably necessary to comply with 93-19 or the Subsequent Ruling, and such modification shall be retroactive to the date The City determines is required to cause the City and this Agreement to comply with 93-19 and the Subsequent Ruling.

12.2 Waiver. This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the parties hereto. No failure by either party to insist upon the strict performance of any covenant, duty, agreement, or condition set forth in this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term, or condition. Any party hereto, by notice, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party hereto. No waiver shall affect or alter this Agreement, but each and every covenant, agreement, term, and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

12.3 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the City and its successors, permitted assigns, and legal representatives, and shall be binding upon and inure to the benefit of Contractor and its permitted successors, assigns and legal representatives. In the event of any assignment of this Agreement in whole or in part by the City, the term "City" as used in this Agreement shall be deemed to mean the assignee of the City, and as such, the assignee

shall have all rights accorded to the City.

12.4 Designation of Representatives; Cooperation with Representatives.

(a) The City and Contractor shall each designate an individual (or individuals) who shall be authorized to make decisions and bind the parties on matters relating to the effectuation of this Agreement and the services to be provided hereunder. The designated individuals shall not have the right to make decisions inconsistent with the Agreement, or make amendments thereto or take any action or make any decisions that are not allowed under applicable law. Designations of representatives may be changed by a subsequent writing delivered to the other party. The parties may also designate technical representatives who shall be authorized to investigate and report on matters relating to the Services and negotiate on behalf of each of the parties but who are not authorized to bind the City or Contractor.

(b) Contractor shall cooperate with the City and all representatives of the City. Contractor shall provide such data, reports, certifications, and other documents or assistance reasonably requested by the City. The provision of such information shall not in any manner diminish Contractor's rights or obligations under any other provision hereof.

12.5 Gratuities. Neither Contractor nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the City gifts, entertainment, payments, loans, or other gratuities. Contractor acknowledges knowledge of the State of Florida's ethics statutes and, to the extent applicable to the Contractor, Contractor agrees to abide with such statutes.

12.6 Conflict of Interest. Contractor hereby certifies that it will completely disclose to the City all facts bearing upon any possible conflicts, direct or indirect, with its performance that it believes any officer, employee, or agent of the Contractor now has or will have. Said disclosure shall be made by the Contractor contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to Contractor. Contractor at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the City.

12.7 Survival. All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, and shall survive the termination of this Agreement.

12.8 Accounting Records, Reports, and Practices.

(a) Contractor shall establish internal financial control practices and maintain accounting records which are accordance with generally accepted standards in the industry and the terms and conditions of this Agreement.

(b) Contractor agrees to provide copies of all forms to be used and notice of all accounting methods, internal controls, and procedures to be used in its reports to the City and when possible adopt methods, controls, and procedures that are compatible with existing methods, controls, and procedures used by the City.

(c) The City shall have unlimited access to all accounting records and supporting documentation during the terms of this Agreement and for a period of five (5) years thereafter. However, the City's right to access shall be exercised following reasonable notice to Contractor. Supporting documentation shall include but is not limited to contracts, leases, vouchers, checks, invoices, receipts, and all other documents relating to any matter, which is the subject of this Contract.

(d) Contractor will submit to the City from time to time such financial reports of its Service operations in a form and format as maybe required by and agreed to by the parties.

12.9 Permits, Licenses, Etc. Throughout the Term, Contractor shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by Contractor; shall pay all charges, fees and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and

licenses shall be furnished to the City upon request.

12.10 Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of Florida and the parties stipulate that venue for any actions relating to this Agreement shall be Volusia County, Florida.

12.11 Public Records Disclosure. Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the City may, without prejudice to any right or remedy and after giving the Contractor and its surety, if any, seven (7) days written notice, during which period Contractor still fails to allow access to such documents, terminate the employment of the Contractor.

In such case, the Contractor shall not be entitled to receive any further payment. Reasonable termination expenses incurred by the City may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

12.12 Interpretation. (a) For purposes of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(b) If Contractor discovers any material discrepancy, deficiency, ambiguity, error or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of this Agreement, Contractor may immediately notify the City and request clarification of the City's interpretation of this Agreement.

(c) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one Party may have drafted or prepared any or all of the terms and provisions hereof.

12.13 Severability. The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

12.14 Computation of Periods. References to "days" contained herein shall mean calendar days unless otherwise specified provided that if the date to perform any act or give any notice specified herein (including the last date for performance or provision of notice "within" a specified time period) falls on a Saturday, Sunday or legal holiday, such act or notice may be timely performed on the next succeeding day that is not a Saturday, Sunday or legal holiday. Notwithstanding the foregoing, requirements relating to emergencies and other requirements for which it is clear that the intent is to require performance on a non-business day, shall be required to be performed as specified, even though the date in question may fall on a weekend or legal holiday.

12.15 Headings. The captions of the sections of this Agreement are for convenience only and shall not be deemed part of this Agreement or considered in construing this Agreement.

12.16 Compliance with Laws. Contractor shall keep fully informed regarding, and shall fully and timely comply with, all Current Laws and Future Laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, Contractor shall observe all rules and regulations of federal, state, and local health officials. Contractor shall not require any worker to work in surroundings or conditions that are unsanitary, hazardous, or dangerous

to his or her health or safety.

12.17 Audits, Inspections and Testing. Contractor shall permit (at reasonable times) audits, inspections, and testing desired by the City relating to any matter, which is the subject of this Agreement. Such audits, inspections, and testing shall not relieve Contractor of any of its obligations under this Agreement.

12.18 Additional Provisions. This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered

herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work.

12.19 Entire Agreement. This Agreement, including the Exhibits attached hereto, together with the ITB and Contractor's Proposal constitutes the entire and integrated agreement between the parties hereto and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings and agreements, whether written or oral, with respect to the subject matter hereof.

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

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Port Orange signing by its Mayor, authorized to execute this Agreement and [to be inserted] signing by and through its [to be inserted] duly authorized to execute same.

CITY OF PORT ORANGE

By: _____

Donald O. Burnette, Mayor

Date: _____

ATTEST: City Clerk

By: _____

Robin L. Fenwick, CMC, City Clerk

[Contractor]

By: _____

[to be inserted]

Date: _____

(Corporate Seal)



End of Solicitation Documents



CITY OF PORT ORANGE

PURCHASING DIVISION

1000 CITY CENTER CIRCLE

PORT ORANGE, FLORIDA 32129

TELEPHONE 386-506-5718

FAX 386-506-5711

purchdiv@port-orange.org

ADDENDUM NO. # 1

November 8, 2019

ITB 19-32 Temporary Employee and Employee Leasing Services

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated October 28, 2019 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. Questions & Answers

1. Can the "Signor", be an authorized signature, or must they be one of the officers listed on Sunbiz?

ANSWER: All Responses must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. Unsigned Responses Will Be Rejected. All manual signatures must be original - no rubber stamp, photocopy, etc.

2. What is the anticipated spend annually for the Temporary Services and for the Employee Leasing separately?

ANSWER: Temp Services ~\$100,000 total among all vendors unless we have a special project going on then it could be higher. Employee Leasing Services on average ~\$5k-\$10K annually.

3. Who are the existing vendors?

ANSWER: Remedy Intelligent Staffing and AUE Staffing.

4. Based on your definition of Employee Leasing, does the vendor need to be Licensed specifically for this, or can they just offer Payroll Services that covers all your needs by your definition?

ANSWER: The contractor must be properly licensed to perform all the services as defined in ITB 19-32 Temporary Employee and Employee Leasing Services.

5. What agency(s) is the City of Port Orange currently contracting with to provide temporary employee and employee leasing services and what are the markups paid for these services?

ANSWER: Remedy Intelligent Staffing ~32% for temp services and 30% for Employee Leasing AND AUE Staffing 29.88% – 33% depending upon position for temp services and 21.98 for Employee Leasing

6. Will this be a single or multiple award contract?

ANSWER: Multiple awards provided the City receives multiple bids deemed responsive and responsible.

7. How much was spent on temporary services in 2017, 2018, 2019? (for the services requested under this ITB?)

ANSWER: FY17-\$38,163 FY18-\$96,422 FY19-\$150,014

8 How many temporary employees are currently utilized?

ANSWER:10

9. How many temporary employees are in each category?

ANSWER: 2-public works, 1-IT, 1-HR, 3-customer service, 2-finance, 1-public utilities lab

10. How many vacancies currently exist?

ANSWER: We do not have a set number of temp vacancies

11. Will the contract require the payroll of the current temporary employees?

ANSWER: Only if the current incumbent does receive an award for the bid. Otherwise, we would continue to run the payroll through the incumbent

12. Are their subcontracting goals?

ANSWER: No

13. Do we have to bid on all of the titles?

ANSWER: No

14. Are vendors required to have an office or will out of state vendors be considered?

ANSWER: Vendors are not required to have a local office

15. What are the current pay and bill rates/markups? Please answer the current pay and bill rates portion

ANSWER: Remedy Intelligent Staffing ~32% for temp services and 30% for Employee Leasing AND AUE Staffing 29.88% – 33% depending upon position for temp services and 21.98 for Employee Leasing

16. Will this be an exclusive or non-exclusive contract?

ANSWER: Non-exclusive

17. Temporary Labor versus Employee Leasing Services Clarification:
Do we have to bid on all positions, or can we pick/choose which positions we will submit our bid for?

ANSWER: Proposers do not have to bid on all positions

18. Are we able to omit / remove positions for the bid?

ANSWER: Yes

19. Do you have formal job descriptions available for all positions requested in the bid?

ANSWER: Yes

20. Are you able to share a copy of the current bid winners pricing (historic pricing / current vendors pricing)?

ANSWER: Remedy Intelligent Staffing ~32% for temp services and 30% for Employee Leasing AND AUE Staffing 29.88% – 33% depending upon position for temp services and 21.98 for Employee Leasing

21. How many vendors do you plan on awarding for the new Temporary Labor and/or Employee Leasing Services?

ANSWER: City of Port Orange intends to award to all vendors who are deemed responsive and responsible with no exceptions to the terms and conditions that have competitive rates. We have no set number of vendors in mind.

22. Are we transitioning employees to our payroll, and if so, how many are expected to transition?

ANSWER: Only if the current incumbent does not receive an award for the bid. Otherwise, we would continue to run the payroll through the incumbent.

23. Pages 55-56 are both pages asking for the same information?

ANSWER: Page 55 is for professional references; i.e. industry related, banking, etc. and page 56 is specifically for commercial client list.

24. What is required to be an authorized bidder signee?

ANSWER: All Responses must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. Unsigned Responses Will Be Rejected. All manual signatures must be original - no rubber stamp, photocopy, etc.

END OF ADDENDUM NO. # 1



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5718
FAX 386-506-5711
purchdiv@port-orange.org

ADDENDUM NO. # 2 **November 22, 2019**

ITB 19-32 Temporary Employee and Employee **Leasing Services**

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated October 28, 2019 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. Questions & Answers

1) Do all temporary employees provided under this bid require background screening and drug testing regardless of length of assignment?

ANSWER: Yes

2) Are there any specific positions requiring more or less in terms of background screening and drug testing? example: employees dealing with credit cards and or money often are required to have a credit check performed.

ANSWER: Background check and drug screens must be performed at the same level as the City conducts on permanent employees. We typically don't run credit checks.

3) Can you explain what panel drug screen is required?

ANSWER: Not all positions require a drug screen. 10 panel for safety sensitive positions, 5 panel if it were a CDL driver covered under DOT.

4) Are background screens and drug testing costs invoiced separately to the City (the client)?

ANSWER: Historically these have been included in the overall mark up rate.

5) How is ACA handled for temporary employees that qualify and want to participate in the vendors healthcare benefits? Can we bill these costs back to The City (the client)?

ANSWER: The city has not historically paid for these costs.

6) If we only want to bid on positions with a Workers Comp Code 8810, do we have to still provide drivers insurance? (8810 cannot drive any vehicles while working)

ANSWER: No

7). Can you please provide the job descriptions or the links to find the information on the city website?

ANSWER:

<https://portorange.sharepoint.com/:f:/g/hr/EsfEu36rRnpKqlbcytGvy8ABP989YnDrI65oWhBftdx6uA>

END OF ADDENDUM NO. # 2

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

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

BY:

Robert Half Accountemps and
Name of Business Office Team

[Signature]
Authorized Signature

12/2/19
Date

This document must be completed and returned with your Submittal

FORM 7.2 – VENDOR'S ACKNOWLEDGEMENT FORM

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

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

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

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

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

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

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

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

Robert Half Accountemps+ office team
NAME OF BUSINESS

[Signature]
AUTHORIZED SIGNATURE

Heather Fontaine, Staffing manager
NAME, TITLE, TYPED

94-1648752
FEDERAL IDENTIFICATION #

STATE OF Florida COUNTY OF Seminole

300 Colonial Center Pkwy
MAILING ADDRESS

Suite 140, Lake Mary, FL 32746
CITY, STATE & ZIP CODE

407.804.1615
TELEPHONE NUMBER / FAX NUMBER

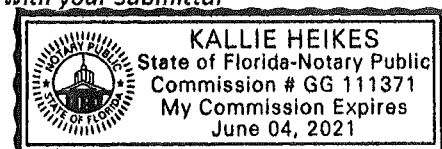
heather.fontainewagner@accountemps.com
E-MAIL ADDRESS

The foregoing instrument was acknowledged before me this day of 2nd day of April 2019 by Heather Fontaine who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires: June 4, 2021

[Signature]
Notary Public

This document must be completed and returned with your Submittal



FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

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

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

Addendum # 1 Date: 12/2/19 Addendum # 2 Date: 12/2/19
Addendum # _____ Date: _____ Addendum # _____ Date: _____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

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

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

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

Robert Half Accountemps and
Name of Business Office Team
By: H. Fontaine
Printed Name: Heather Fontaine
Title: Staffing Manager

STATE OF Florida
COUNTY OF Seminole

Sworn to (or affirmed) and subscribed before me this 2nd day of December, 2019, by
Heather Fontaine as Staffing Manager of
Robert Half and who:
(NAME) (TITLE) (NAME OF ORGANIZATION)

[Notary: Please select one]

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

[Signature]
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:
exp. June 4, 2021

This document must be completed and returned with your Submittal



FORM 7.4 – DRUG-FREE PREFERENCE STATEMENT

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

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

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

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

Robert Half Accountemps and
Name of Business Office Team
By: Heather Fontaine
Printed Name: Heather Fontaine
Title: Staffing Manager

STATE OF Florida
COUNTY OF Seminole

Sworn to (or affirmed) and subscribed before me this 2nd day of December, 2019 by
Heather Fontaine as Staffing Manager of
(NAME) (TITLE)
Robert Half and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

This document must be completed and returned with your Submittal

[Signature]
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:
June 4, 2021

KALLIE HEIKES
State of Florida-Notary Public
Commission # GG 111371
My Commission Expires
June 04, 2021

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

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

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

1. The business address of Robert Half Accountemps/Office Team (name of Offeror or business) is 300 Colonial Center Pkwy, Suite 140, Lake Mary, FL 32746
2. My relationship to Robert Half Accountemps/Office Team (name of Offeror or business) is Staffing Manager (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. ~~There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____~~
~~A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)~~

Robert Half Accountemps + Office Team
Name of Business

By: [Signature]
Printed Name: Heather Fontaine
Title: Staffing Manager

STATE OF Florida
COUNTY OF Seminole

Sworn to (or affirmed) and subscribed before me this 2nd day of December, 2019 by Heather Fontaine, as Staffing Manager of Robert Half and who:

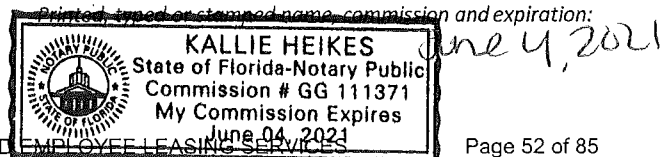
[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

This document must be completed and returned with your Submittal

[Signature]
Notary Public, State of Florida



FORM 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

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

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

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

NAME OF FIRM: Robert Half Accounting and Office Team

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

PRINTED SIGNATURE: Heather Fontaine

TITLE: Staffing Manager

ADDRESS: 300 Colonial Center Pkwy, Suite 140,

Lake Mary
CITY: FL STATE: FL ZIP CODE: 32746

TELEPHONE: 407-804-1616 FAX: 407-804-1271

COMPLETION TIME: 12pm

F.E.I.N. NUMBER: 94-1848752

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

NO BID (REASON): N/A

This document must be completed and returned with your Submittal

FORM 7.7 – STATEMENT OF VENDOR'S QUALIFICATIONS

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

- A. Name of Vendor. Robert Half Accountemps and Office Team
- B. Permanent main office address. 300 Colonial Center Pkwy, Lake Mary, FL 32746
- C. Date organized. 1948
- D. If a corporation, where incorporated. California
- E. How many years have you been engaged in the contracting business under your present firm or trade name? 71 years
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) 1) Staff Accountant start 11/25/19 - 3/27/20 ≈ \$43,520
2) Staff Accountant start 6/24/19 - 1/31/20 ≈ \$72,518
- G. General character of work performed by your company. Business operations, accounting, finance and office support staffing.
- H. Have you ever failed to complete any work awarded to you? If so, where and why? NO.
- I. Have you ever defaulted on a contract? If so, where and why? NO.
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed. All of our projects are important, see p. 55 for more recent government projects.
- K. List your major equipment currently owned or leased. Computers, phones, laptops, copier.
- L. Experience in work similar to this type of project. All we handle is staffing and consultant staffing.
- M. Background and experience of the principal members of your organization, including the officers. (upon request)
- N. Credit currently available: \$Not sure - we are probably traded all revenue and operating income info available
- O. Give bank reference: Rebecca Estep, Cash Manager: 847-719-4000
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Yes.
- Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Vendor's Qualifications.

Max Messmer, CEO
see: [bloomberg.com/profile/person/1044050](https://www.bloomberg.com/profile/person/1044050)
M. Keith Waddell, president and CEO
see: [bloomberg.com/profile/person/1433223](https://www.bloomberg.com/profile/person/1433223)

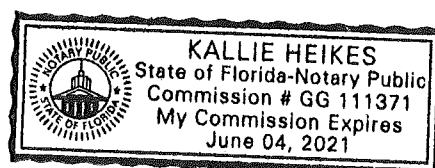
Robert Half Accountemps and Office Team
Name of Business
By: [Signature]
Printed Name: Heather Fontaine
Title: Staffing Manager

STATE OF Florida
COUNTY OF Seminole

Sworn to (or affirmed) and subscribed before me this 2nd day of December, 2019, by Heather Fontaine, as Staffing Manager of Robert Half and who:

[Notary: Please select one]

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



[Signature]
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration: June 4, 2021

This document must be completed and returned with your Submittal

FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

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

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

(Do not include the City of Port Orange)

1. Company Name: City of Deltona
Contact Person: Kathleen Duffy
City, State: Deltona, FL
Telephone Number: (386) 878-8570
Email Address: Kduffy@deltonafl.gov
Description of goods or
Services provided: Accounts payable clerk
temp services for employee leave of absence
Contract Amount: \$10,787
Start/End Date of Contract: 9/27/19 - 12/6/19
2. Company Name: City of Orange City
Contact Person: Jeremy Wiggins, PHR
City, State: Orange City, FL
Telephone Number: (386) 775-5457
Email Address: jwiggins@ovrorangecity.com
Description of goods or
Services provided: billing clerk
temp services for employee leave of absence
Contract Amount: \$4,809
Start/End Date of Contract: 9/13/19 - 10/28/19
3. Company Name: City of Apopka
Contact Person: Robert Hippler and Tangela Whaley
City, State: Apopka, FL
Telephone Number: (407) 703-1700 and (407) 408-7624
Email Address: rhippler@apopka.net, twhaley@apopka.net
Description of goods or
Services provided: temp Database Analyst and Benefits Administrator
Contract Amount: \$17,760
Start/End Date of Contract: 1) 3/18/19 - 6/14/19 2) 1/31/19 - 3/29/19

This document must be completed and returned with your Submittal.

LISTING OF PREVIOUS EXPERIENCE

Commercial Client List

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

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

	Contact Name	Phone	Current Client? Y or N	Number of years service provided	Description of service
City of Deltona	1 Camille Hooper, Finance Director	(386) 878-8100	yes	17	Accounting and Finance temp and temp-to-hire services; management interim resources.
City of Deland	2 Mark Hayward, Director of HR	(386) 626-7096	no	14	Accounting and office temp and temp-to-hire, direct hire and management interim resources.
City of Ormond Beach	3 Chris Byle, Assistant Director Finance	(386) 677-0311	no	14	Accounting and Billing temp services.

This document must be completed and returned with your Submittal.

FORM 7.9 – LISTING OF SUBCONTRACTORS

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

Subcontractor No. 1

Name: N/A

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 2

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal

FORM 7.10 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

*This declaration is executed under penalty of perjury of the laws to the United States and State of Florida***THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:**RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # (as applicable): ITB #19-32BUSINESS NAME: Robert Half Accountemps and Office TeamCONTACT PERSON/TITLE: Heather Fontaine, Staffing ManagerMAILING ADDRESS: 300 Colonial Center Pkwy, Suite 140,CITY-STATE-ZIP: Lake Mary, FL 32746Length of Time at Address Provided: over 20 yearsPhysical Presence of Business: ☒ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned FranchiseAnd within Legal Boundaries: ☒ The City of Port Orange ☒ Volusia County ☒ The State of State of FloridaFEIN (Federal Employer Identification Number): 94-1648752BUSINESS STRUCTURE: ☒ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship☐ Other (Specify): _____PHONE NUMBER: 407.804.1615

FAX: _____

EMAIL: heather.fontaine.wagner@accountemps.com**ATTESTATION – I understand that:**

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

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

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

SWORN AND SUBSCRIBED BEFORE ME

SIGNATURE OF NOTARY PUBLIC

NOTARY SEAL

THIS 2nd DAY OF December, 20 19My Commission Expires: June 4, 2021SIGNATURE OF AFFIANT Heather Fontaine DATE 12/2/19

Heather Fontaine, Staffing Manager
 PRINTED NAME OF AFFIANT / TITLE
Robert Half Accountemps and Office Team

COMPANY

This document must be completed and returned with your Submittal



"ATTACHMENT 1" SCHEDULE OF UNIT PRICING

BID FORM

CITY OF PORT ORANGE

ITB # 19-32

TEMPORARY EMPLOYEE AND EMPLOYEE LEASING SERVICES

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

Instruction to save Attachment from DemandStar website:

Perform "File Save As" and save spreadsheet to your computer. Fill in pricing in highlighted cells, preferably electronically.

Bidders are required to complete all fields shaded in green. Column F will be automatically calculated.

NAME OF BUSINESS:	Robert Half Accountemps
CONTACT PERSON:	Heather Fontaine
EMAIL ADDRESS:	heather.fontaine@roberthalf.com
AUTHORIZED SIGNATURE:	

City of Port Orange Job Classification	City Pay Grade	Workers Comp Code	City Employee Rate of Pay	Employment Services Markup % per All ITB 19-32 Specifications	Employee Rate of Pay
Courier	11	8380	\$10.33	0.00%	\$10.33
Custodian	11	9015	\$10.33	0.00%	\$10.33
Program Leader	11	9102	\$10.33	0.00%	\$10.33
Summer Asst Site Supervisor	11	9102	\$10.33	0.00%	\$10.33
Water Meter Repairman	11	7520	\$10.33	0.00%	\$10.33
Staff Assistant	12	8810	\$11.05	0.00%	\$11.05
Summer Site Supervisor	12	9102	\$11.05	0.00%	\$11.05
Customer Service Representative	13	8810	\$11.82	0.00%	\$11.82
Maintenance Worker	13	9102	\$11.82	0.00%	\$11.82
Records Clerk	13	8810	\$11.82	34.10%	\$15.85
Administrative Assistant	14	8810	\$12.66	34.10%	\$16.98
Assistant Plant Mechanic	14	7520	\$12.66	0.00%	\$12.66
Athletic Field & Facility Technician	14	9102	\$12.66	0.00%	\$12.66
Equipment Operator	14	5509	\$12.66	0.00%	\$12.66
Facilities Maintenance Technician	14	9015	\$12.66	0.00%	\$12.66
Generator Technician	14	8380	\$12.66	0.00%	\$12.66
Permit Licensing Technician	14	8810	\$12.66	0.00%	\$12.66
Records Management Coordinator	14	8810	\$12.66	34.10%	\$16.98
Storekeeper	14	8810	\$12.66	0.00%	\$12.66
Utility Accounts Clerk	14	8810	\$12.66	34.10%	\$16.98
Utility Systems Operator	14	7520	\$12.66	34.10%	\$16.98
Accounting Technician	15	8810	\$13.55	34.10%	\$18.17
Animal Control Officer	15	8831	\$13.55	0.00%	\$13.55
Automotive Mechanic I	15	8380	\$13.55	0.00%	\$13.55
Community Service Officer	15	7720	\$13.55	0.00%	\$13.55
Crew Chief	15	9102	\$13.55	0.00%	\$13.55
Fleet Service Writer	15	8380	\$13.55	0.00%	\$13.55
Heavy Equipment Operator	15	5509	\$13.55	0.00%	\$13.55
Lift Station Mechanic	15	7580	\$13.55	0.00%	\$13.55
PAL Director	15	7720	\$13.55	0.00%	\$13.55
Plant Mechanic	15	7520	\$13.55	0.00%	\$13.55
Program Specialist	15	9102	\$13.55	0.00%	\$13.55
Summer Playground Supervisor	15	9102	\$13.55	0.00%	\$13.55
Utility Accounts Specialist	15	8810	\$13.55	34.10%	\$18.17
Utility Line Locator	15	7520	\$13.55	0.00%	\$13.55
Victim Advocate	15	7720	\$13.55	0.00%	\$13.55
Automotive Mechanic II	16	8380	\$14.49	0.00%	\$14.49

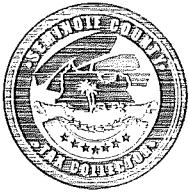
City of Port Orange Job Classification	City Pay Grade	Workers Comp Code	City Employee Rate of Pay	Employment Services Markup per All ITB 19-32 Specifications %	Employee Rate of Pay
Evidence Technician	16	7720	\$14.19	0.00%	\$14.19
Quartermaster	16	8810	\$14.19	0.00%	\$14.19
Senior Permit Licensing Technician	16	8810	\$14.19	0.00%	\$14.19
Senior Utility Line Locator	16	7520	\$14.19	0.00%	\$14.19
Assistant City Clerk	17	8810	\$15.51	34.10%	\$20.80
Code Enforcement Officer	17	7720	\$15.51	0.00%	\$15.51
Customer Service Supervisor	17	8810	\$15.51	34.10%	\$20.80
Helpdesk Specialist	17	8810	\$15.51	34.10%	\$20.80
Human Resources Assistant	17	8810	\$15.51	34.10%	\$20.80
Senior Administrative Assistant	17	8810	\$15.51	0.00%	\$15.51
Treatment Plant Operator	17	7520	\$15.51	0.00%	\$15.51
Utility Accounts Supervisor	17	8810	\$15.51	34.10%	\$20.80
Victim Advocate Coordinator	17	7720	\$15.51	0.00%	\$15.51
Buyer	18	8810	\$16.60	0.00%	\$16.60

Chief Lift Station Mechanic	18	7580	\$16.60	0.00%	\$16.60
Chief Plant Mechanic	18	7520	\$16.60	0.00%	\$16.60
Crime Analyst	18	8810	\$16.60	0.00%	\$16.60
Drainage Supervisor	18	5509	\$16.60	0.00%	\$16.60
Executive Assistant to City Manager/Off	18	8810	\$16.60	34.10%	\$22.26
Facilities Maintenance Supervisor	18	9015	\$16.60	0.00%	\$16.60
Field Operations Supervisor	18	7520	\$16.60	0.00%	\$16.60
Grounds Maintenance Supervisor	18	5509	\$16.60	0.00%	\$16.60
Information Technology Specialist	18	8810	\$16.60	34.10%	\$22.26
Instrument Control Technician	18	7580	\$16.60	0.00%	\$16.60
Laboratory Technician	18	7520	\$16.60	0.00%	\$16.60
Meter Services Supervisor	18	7520	\$16.60	0.00%	\$16.60
Parks Supervisor	18	9102	\$16.60	0.00%	\$16.60
Plant Maintenance Electrician	18	7580	\$16.60	0.00%	\$16.60
Records Supervisor	18	8810	\$16.60	34.10%	\$22.26
Recreation Coordinator-Athletics	18	9102	\$16.60	0.00%	\$16.60
Recreation Coordinator-Special Events	18	9102	\$16.60	0.00%	\$16.60
Reserve Police Officer	18	7720	\$16.60	0.00%	\$16.60
Roads & Streets Supervisor	18	5509	\$16.60	0.00%	\$16.60
Shift Supervisor	18	7580	\$16.60	0.00%	\$16.60
Special Events Coordinator	18	9102	\$16.60	0.00%	\$16.60
Accountant I	19	8810	\$17.76	34.10%	\$23.82
Administrative Supervisor	19	8810	\$17.76	34.10%	\$23.82
Assistant Laboratory Manager	19	7520	\$17.76	0.00%	\$17.76
Building Permit Coordinator	19	8810	\$17.76	0.00%	\$17.76

City of Port Orange Job Classification	City Pay Grade	Workers Comp Code	City Employee Rate of Pay	Employment Services Markup % per All Specifications	Employee Rate of Pay
Construction Inspector	19	9410	\$17.76	0.00%	\$17.76
Development Review Technician	19	8810	\$17.76	0.00%	\$17.76
Emergency Management/Public Education	19	8810	\$17.76	0.00%	\$17.76
Engineering Inspector	19	9410	\$17.76	0.00%	\$17.76
Forester	19	9102	\$17.76	0.00%	\$17.76
Geographic Information System Technician	19	8810	\$17.76	0.00%	\$17.76
Human Resources Administrator	19	8810	\$17.76	34.10%	\$23.82
Paralegal	19	8810	\$17.76	34.10%	\$23.82
Police Accreditation Manager	19	8810	\$17.76	0.00%	\$17.76
Purchasing Agent	19	8810	\$17.76	34.10%	\$23.82
Recreation Supervisor Special Events	19	9102	\$17.76	0.00%	\$17.76
Recreation Supervisor-Athletics	19	9102	\$17.76	0.00%	\$17.76
Right of Way Agent	19	9410	\$17.76	0.00%	\$17.76
Utility Inspector	19	9410	\$17.76	0.00%	\$17.76
Accountant II	20	8810	\$19.00	34.10%	\$25.48
Applications Administrator	20	8810	\$19.00	34.10%	\$25.48
Building Inspector	20	9410	\$19.00	0.00%	\$19.00
Capital Improvement/Revenue Coordinator	20	8810	\$19.00	34.10%	\$25.48
Code Enforcement Manager	20	7720	\$19.00	0.00%	\$19.00
Engineering Specialist	20	9410	\$19.00	0.00%	\$19.00
Financial Budget Analyst	20	8810	\$19.00	34.10%	\$25.48
Fleet Manager	20	8380	\$19.00	0.00%	\$19.00
Grant/Contract Accountant	20	8810	\$19.00	34.10%	\$25.48

Markup % for TEMPORARY Positions not listed Per All Specifications:	34.10%
Markup % for LEASED Positions not listed Per All Specifications:	33.50%

This document must be completed and returned with your Submittal.



SEMINOLE COUNTY BUSINESS TAX RECEIPT

JOEL M. GREENBERG, SEMINOLE COUNTY TAX COLLECTOR

PO BOX 630 | SANFORD, FL 32772 | 407-665-1000

WWW.SEMINOLECOUNTY.TAX

VALID THROUGH 09/30/19

ACCONTEMPS

300 COLONIAL CENTER PKWY #140
LAKE MARY, FL 32746

Account #: 170658

NOT REGULATED

HAROLD M MESSMER JR (OFFICER)

MARK JAMATI (AGENT)

Receipt #: 10292018082103573

Amount Paid: \$ 25.00

Date Paid: 08/21/2018

BUSINESS OWNER, PLEASE NOTE THE FOLLOWING:

• **DISPLAY THE ABOVE RECEIPT PROMINENTLY:** This Business Tax Receipt shall be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County. Upon failure to do so the business shall be subject to the payment of another business tax for the same business or profession.

• **RENEW THIS TAX BEFORE IT EXPIRES:** Pursuant to Florida Statutes, all Business Tax Receipts shall be issued by the Tax Collector beginning July 1st of each year, and it shall expire on September 30th of the succeeding year. Those Business Tax Receipts issued as renewal accounts beginning October 1st shall be delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid; provided that the total penalty shall not exceed 25% of the business tax for the delinquent establishment (Florida Statute [FS] 205.053 [1]).

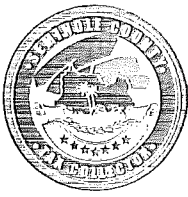
A 25% penalty shall be imposed on any individual engaged in any new business or profession without first obtaining a Seminole County Business Tax receipt ([FS] 205.053 [2]).

This Business Tax Receipt is only a receipt for business taxes paid. It does not permit the taxpayer to violate any existing regulatory or zoning laws of the state, county, or municipality, nor does it exempt the taxpayer from any other required licenses, registrations, certifications, or permits. Business Tax requirements are subject to legislative change.

• **REPORT ALL CHANGES:** The holder of this Business Tax Receipt is required to report a change in the following: Ownership, Business Location, Mailing Address, or any other information that would alter the status of the current year's information. This includes, but is not limited to, the loss of or a change in a State or Regulatory License which was used to qualify for the business identified on the current County Business Tax Receipt. If you have any changes to report, contact the Business Tax Department at 407-665-7636.

ROBERT HALF INTERNATIONAL INC
CORPORATE TAX DEPT
2613 CAMINO RAMON
SAN RAMON, CA 94583

*Copy of business
license - Accontemps
(Robert Half)*



SEMINOLE COUNTY BUSINESS TAX RECEIPT

JOEL M. GREENBERG, SEMINOLE COUNTY TAX COLLECTOR

PO BOX 630 | SANFORD, FL 32772 | 407-665-1000

WWW.SEMINOLECOUNTY.TAX

VALID THROUGH 09/30/19

OFFICE TEAM

300 COLONIAL CENTER PKWY #140
LAKE MARY, FL 32746

Account #:097315

NOT REGULATED

HAROLD M MESSMER (OFFICER)

Receipt #: 10292018082103575

Amount Paid: \$ 25.00

Date Paid: 08/21/2018

BUSINESS OWNER, PLEASE NOTE THE FOLLOWING:

• **DISPLAY THE ABOVE RECEIPT PROMINENTLY:** This Business Tax Receipt shall be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County. Upon failure to do so the business shall be subject to the payment of another business tax for the same business or profession.

• **RENEW THIS TAX BEFORE IT EXPIRES:** Pursuant to Florida Statutes, all Business Tax Receipts shall be issued by the Tax Collector beginning July 1st of each year, and it shall expire on September 30th of the succeeding year. Those Business Tax Receipts issued as renewal accounts beginning October 1st shall be delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid; provided that the total penalty shall not exceed 25% of the business tax for the delinquent establishment (Florida Statute [FS] 205.053 [1]).

A 25% penalty shall be imposed on any individual engaged in any new business or profession without first obtaining a Seminole County Business Tax receipt ([FS] 205.053 [2]).

This Business Tax Receipt is only a receipt for business taxes paid. It does not permit the taxpayer to violate any existing regulatory or zoning laws of the state, county, or municipality, nor does it exempt the taxpayer from any other required licenses, registrations, certifications, or permits. Business Tax requirements are subject to legislative change.

• **REPORT ALL CHANGES:** The holder of this Business Tax Receipt is required to report a change in the following: Ownership, Business Location, Mailing Address, or any other information that would alter the status of the current year's information. This includes, but is not limited to, the loss of or a change in a State or Regulatory License which was used to qualify for the business identified on the current County Business Tax Receipt. If you have any changes to report, contact the Business Tax Department at 407-665-7636.

ROBERT HALF INTERNATIONAL INC
C/O TAX DEPT
2613 CAMINO RAMON
PLEASANTON, CA 94583

Copy of business
license - Office Team
(Robert Half)

TECHNICAL RESPONSE

ITB #19-32

TEMPORARY EMPLOYEE & EMPLOYEE LEASING SERVICES



As Presented To:



1000 City Center Circle
Port Orange, Florida 32129

(386) 506-5717 – Office

www.port-orange.org

purchdiv@port-orange.org

As Presented By:

AUE STAFFING, INC.



777 E. Altamonte Drive

Altamonte Springs, Florida 32701



(321) 397-2555 – Office



(407) 513-4027 – Fax



www.AUEStaffing.com



TWiseman@AUEStaffing.com



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AUE STAFFING, INC.

December 2, 2019

Delivered Via: Hand Delivery

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

Re: ITB #19-32
Temporary Employee and Employee Leasing Services

To Whom It May Concern:

Please see our response to your Invitation to Bid identified above. AUE Staffing, Inc. is a Temporary Staffing Agency focused solely to provide services for both State and Local government agencies. As one of your current service providers, we are confident we are able to continue to provide you the same level of stellar service that you expect to receive from your staffing agency.

AUE currently has 2 office locations. Offices are currently located in Seminole County and Brevard County. All offices are managed by myself, Terry Wiseman, ensuring that all work conducted in any of our offices are completed at the same standard of care. My contact information is as follows:

Terry Wiseman, Vice President of Operations
(321) 397-2555 – Office
(407) 666-7381 – Cell
(407) 513-4027 – Fax
TWiseman@AUEStaffing.com

Thank you in advance for your review and consideration of our proposal. Should you have any questions or concerns regarding the information presented, please do not hesitate to contact me.

Best Regards,

Terry Wiseman, VP of Operations
AUE STAFFING, INC.



Firm Information

INFO

The legal name of the corporation is “**AUE STAFFING, INC.**”

The corporation also conducts business under the name: “**AUE STAFFING**”

Number of staffed employees (between all offices statewide): **17**

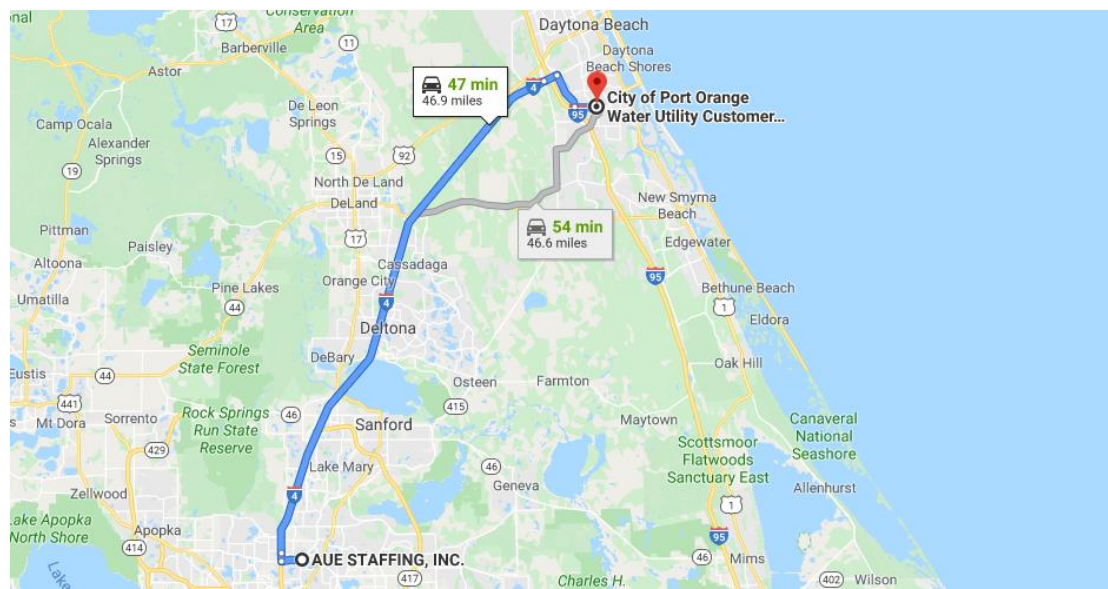
ADDRESS:

CORPORATE

777 E. Altamonte Drive
Altamonte Springs, FL 32701
(321) 397-2555 – Office

BREVARD COUNTY OFFICE

1600 Sarno Road, #109
Melbourne, FL 32935
(321) 622-8306 – Office



PROJECT MANAGER

Terry Wiseman, Vice President of Operations

777 E. Altamonte Drive
Altamonte Springs, Florida 32701
(321) 397-2555 – Office
(407) 513-4027 – Fax
(407) 666-7381 – Cell
TWiseman@AUEStaffing.com



BACKGROUND

Established in 2005, AUE Staffing has been in the business of providing turn-key professionals for both State and local administrations, including many school districts and multiple municipalities throughout Florida. We have developed an exclusive yet effective process that allows our staffing specialists to work closely with your administration to effusively define your staffing and service needs.

We understand that these needs vary from day-to-day depending upon the day of week, to seasonal peaks, and the current work-load. AUE specialists have been trained to not only fulfill these specific needs on a regular basis, but they have been trained to anticipate when your need will inevitably ebb and flow throughout your Fiscal Calendar.

We have found that the staffing business has lost some of the personal touch that made it valuable to use; many of our current competitors lost focus of what makes a staffing agency advantageous and we have seen a turn of the tides to include a more corporate and far-less personal mentality. AUE is not a mechanical staffing agency; yet strive to be the missing piece within your city. We work to set up a more collaborative environment that will never leave you feeling misplaced or without assistance. We understand your priorities and continuously work to provide you the best service out there.

Government Agencies

-  Orange County Convention Center
-  Volusia County Government
-  Brevard County Parks and Recreation
-  Orange County Government
-  Lake County Government
-  Brevard County Government
-  Brevard County Parks and Recreation
-  City of Oviedo
-  City of Palm Coast
-  Seminole County Government
-  Orlando Housing Authority

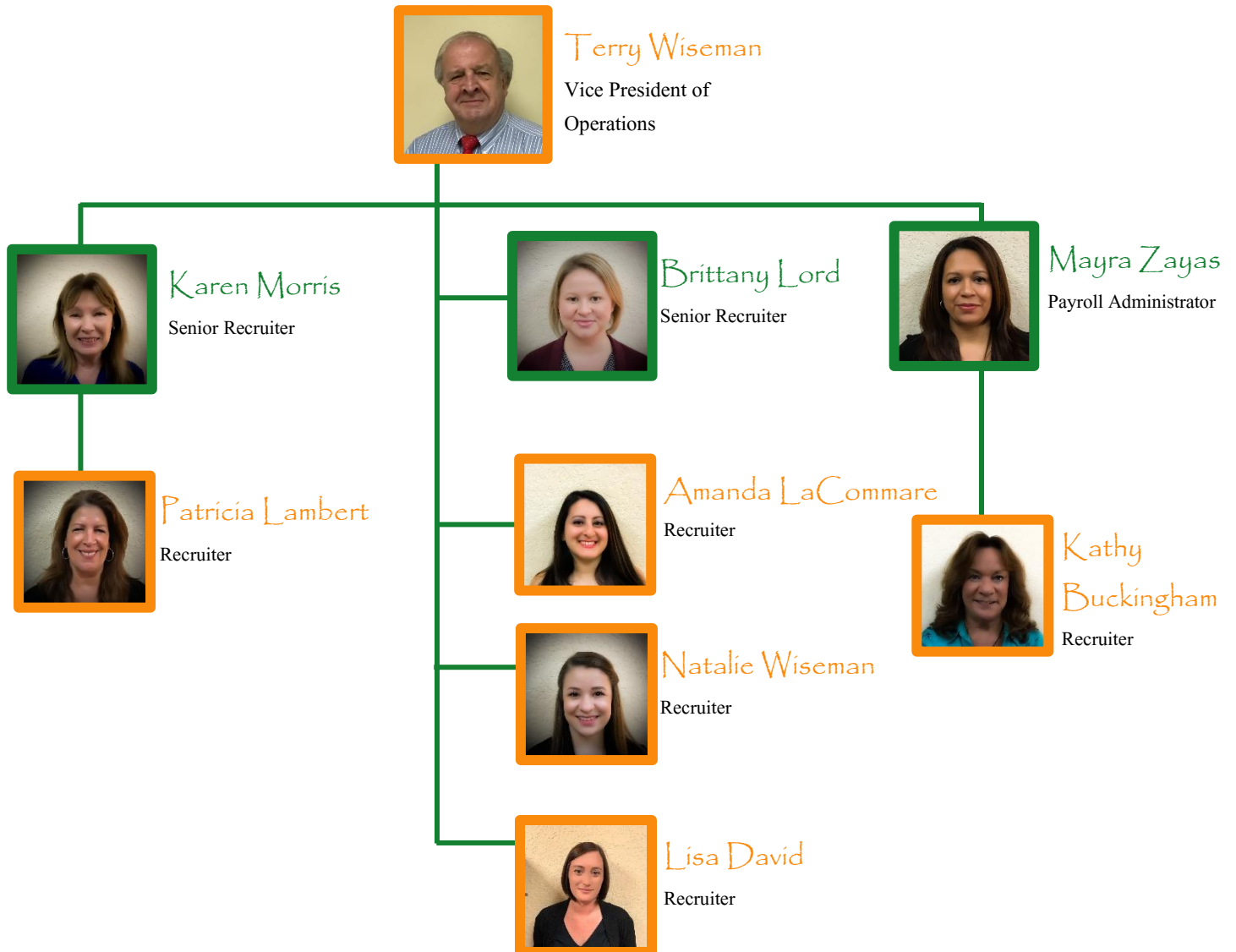
School Districts

-  Seminole County School District
-  Orange County School District
-  Brevard County School District
-  Volusia County School District
-  Hillsborough County Charter Schools
-  Valencia College
-  St. Johns County



Organization Chart and Staff Bios

ORG CHART





TERRY WISEMAN

V.P. Of Operations

Years with AUE Staffing: 14

Years in Recruiting: 45

TASKS FOR AUE:

Overall management of the daily operations within each department. Ensuring that every individual has all of the items necessary to effectively meet their daily activities.

PROFESSIONAL BIO:

Terry started his career in 1973 as an industrial interviewer. While exposing himself to the ins and outs of the business, he quickly learned that staffing was his calling. Terry took his acquired knowledge and decided to start his own corporation designed to meet the needs of his clients. He took this company and operated in both in the UK and US. Fast-forward to 2005, when Terry partnered with ACH of America to launch AUE Staffing. Terry has continued to utilize his brand of successful operations through stellar customer service and effective communication. Terry does not know anything other than work-driven success.



KAREN MORRIS

Senior Recruiter

Years with AUE Staffing: 11 years

Years in Recruiting: 20

TASKS FOR AUE:

Direct applicant management, Inc., document management, background, and applicant screening, advertising, recruiting, staff intervention as needed, etc.

PROFESSIONAL BIO:

Karen has been a mainstay for AUE. Not only did she join AUE with broad and expansive staffing background, but she has remained a steady force to be reckoned with. With Karen's knowledge, background and skills, she is the go-to for all staff members. As of late, Karen has been responsible for staffing the needs for the Seminole County Public Schools in their dining services, kid's zone, clerical and professional positions alike.



BRITTANY LORD

Senior Recruiter

Years with AUE Staffing: 8

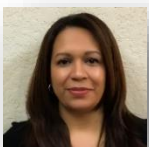
Years in Recruiting: 10 years

TASKS FOR AUE:

Direct applicant management, incl.: document management, background and applicant screening, advertising, recruiting, staff intervention as needed.

PROFESSIONAL BIO:

With 2 years under her belt, Brittany joined AUE with a clear aptitude for success. After relocating from the Palm Beach area, she was quickly snatched up to work on the AUE team. Brittany has continued to prove herself as an asset to both AUE employees and Clients alike. As a senior recruiter she manages several aspects of many of our various contracts. She skilled in many aspects of recruiting, and is always willing and able to help to ensure that contract deliverables are effectively and efficiently as possible.



MAYRA ZAYAS

Payroll Administrator

Years with AUE: 4 years

Years in Administration: 20yrs

TASKS FOR AUE:

Entering staff personnel information; Collecting and processing time; submitting client invoices and processing staff payments.

PROFESSIONAL BIO:

Mayra has worked with AUE since 2014. With over 10 years providing HR/Payroll experience specializing in large staff payroll, Mayra has demonstrated excellent client/customer service and support to make her an influential asset to AUE.



AMANDA LACOMMARE

Recruiter

Years with AUE Staffing: 3

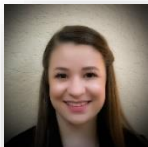
Years in Admin: 17 years

TASKS FOR AUE:

Direct applicant management including document management, background and applicant screening; advertising, recruiting staff intervention, in person onboarding and client facilitation.

PROFESSIONAL BIO:

Joining AUE with a Bachelor's Degree in criminal justice as an Administrative Recruiter in 2015. Amanda was new to the business of recruiting. She quickly demonstrated her aptitude to effectively and efficiently manage her required daily tasks, all while maintaining an unyielding rapport for customer service. This has led to greater responsibility and accountability. Through this continuous flow of success, Amanda now assists in some of the duties associated with business development. Amanda is an unrivaled asset of AUE.



NATALIE WISEMAN

Recruiter

Years with AUE Staffing: 1

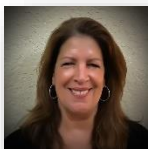
Years in Office/Admin: 2 years

TASKS FOR AUE:

Document Management, recruiting, background and applicant screening, and direct applicant intervention.

PROFESSIONAL BIO:

Natalie has proved herself to be a strong representative of AUE. She has taken on her role with a true sense of veracity. Natalie conducts her day with a positive outlook towards all of her duties. She is continuously offering to help wherever and whenever it's needed. Natalie has come into her own and proven repeatedly that she is a true asset to the company.



PATRICIA LAMBERT

Recruiter

Years with AUE Staffing: 3

Years in Office/Admin: 8 years

TASKS FOR AUE:

Direct applicant management including document management, background and applicant screening; advertising, recruiting staff intervention, in person onboarding and client facilitation.

PROFESSIONAL BIO:

Patricia comes with an extensive background in recruiting. This includes staffing for multiple job classifications, parlaying that into developing new business relationships and then establishing new clients for technical positions. At the current time, Patricia is primarily focused on identifying, screening, and qualifying new potential employees for the Seminole County Kid Zone and dining services.



LISA DAVID

Recruiter

Years with AUE Staffing: 1

Years in Office/Admin: 12 years

TASKS FOR AUE:

Document Management, recruiting, background and applicant screening, and direct applicant intervention.

PROFESSIONAL BIO:

Natalie has proved herself to be a strong representative of AUE. She has taken on her role with a true sense of veracity. Natalie conducts her day with a positive outlook towards all of her duties. She is continuously offering to help wherever and whenever it's needed. Natalie has come into her own and proven repeatedly that she is a true asset to the company.



Approach to Scope of Services

Customer Service Philosophy

AUE STAFFING, INC.

AUE STAFFING MISSION STATEMENT

Client Satisfaction is paramount in all of our business relationships. Customer service is our number one priority for all AUE Staff personnel. We strive to meet and exceed all of our clients' needs. AUE Staffing, Inc. has built a business model based on customer service on a number of key factors. These include:

- ✧ Satisfaction
- ✧ Accessibility
- ✧ Accountability
- ✧ Timely Response

We know and understand that each one of these principles are vital to providing the level of service that you would expect from your provider.

We practice the mentality, company-wide, to own every situation as it arises. If an issue comes up that requires any form of intervention, we are there immediately to implement a solution. We want to be hands on, or simply an additional arm able to assist in any way.

We embrace the concept that are our business, without our client's complete satisfaction, just doesn't work. Every client has an open door to our business. You are welcome at any time to discuss any subject at any time. We are there for you.



Approach to Quality Management

With a long standing reputation, and a combined 40+ years of recruiting experience, the AUE team comes with an exemplary example of our qualifications. Specializing in State and Local municipalities, gives us a unique background in mastering placements of unique qualifications. We are uniquely geared to your needs. How is this?

1. As a contractor that specializes solely on providing services to State and Local government agencies, we are intimately aware of Port Orange's needs. We know the positions that need to be filled, we know the qualifications that you are looking for, and the type of employees you are looking to have placed. We always look to recruit and place the most qualified and professional employees.
2. AUE has a significantly high fill rate for our staffing orders. We aim to quickly and effectively place these qualified and professional employees to ensure the least amount of impact to your workload.
3. We aim for a 24-48 hour standard fill rate. This does not mean that we are incapable of meeting rush orders as well. We have been known to receive orders late in the evening and work to have an employee placed first thing in the morning.
4. Unparalleled customer service. AUE Staffing has built its business based on a foundation of customer service. We understand that we are in a service industry, and truly the only way to succeed is to base our business model on going above and beyond all of the competition. We know we have to stand out from everyone else.
5. This is achieved by providing individual attention to focus on the needs of our Clients. We understand that like people, each client is different and has diverse needs. So our team leads, recruiters, accounting reps, etc. work to not only fulfill the needs of our clients, but we work to get to know you. If one client has a process that fits their needs, but that doesn't fit another's, we change how we do business to accommodate each client's needs.

Ensured Satisfaction

Ensured satisfaction is not simply directed to our Clients. We need to ensure satisfaction of both our clients, but also to the employees that we place. By ensuring we are building a cohesive team, we build a team that is destined for continued success.



Placement for Standard Job Orders

For orders that have a standard turn-around time, AUE has the capability of providing staff members in a more client conducive process. Depending upon the time-frame/advance notice, we have the ability to gather resumes and allow the client to either review the applicants' qualifications or review and meet with the applicants prior to placement. Obviously, the more time we have prior to when the person is needed to report, the more time that we have to customize our process to your needs. We have the ability to involve the Client as much or as little as requested.

Placement for Rush Orders

In a perfect world, we can have enough time to ensure that you are confident with your choice prior to placement. Although as a long-standing staffing agency with documented successes in staffing, we know that we live in a perfect world with perfect expectations. We understand those needs and work diligently to successfully meet the needs of the Client.

Our recruiters are constantly recruiting. We are constantly looking and adding to our employee pool. We understand that while an individual may not be good for a specific position that does not mean they are not good for another position with another client or position. Once applicants are within our system, we remain in close contact with the available applicants. Communication is managed through phone, email, text messaging and/or fax, whichever the applicant prefers. We have learned that it is not unusual to have a position open up that requires an immediate or next day turn around placement. Due to our constant communication with our available applicants, more times than not, we already have a mental list that may be a good fit for a position.

On the chance that a position comes up that we do not have an immediately available applicant, our stellar recruiting staff immediately goes to work. We utilize all of the various social media platforms used to fill positions. This can be posting the positions via Craigslist, Career Builder, etc. We also utilize methods such as Facebook, Twitter, LinkedIn and more to immediately advertise for an open position.

Even though a position may require a quick turnaround, that does not mean that we then sacrifice the quality that we are known to provide. What that means, is we work harder. That may mean we go to an applicant and facilitate the expedited steps as outlined above. Our recruiting staff has been known to meet an applicant at a Starbucks after hours to ensure we are able to lock down their employment for immediate placement.

Additionally, AUE staff members have been known to personally fill a position themselves when we have failed to secure an applicant for the position.

At AUE we can earnestly say that our Client's satisfaction is our number one priority. We understand that if an applicant is not happy, we have not done our job. So with that mindset, we value and uphold our reputation to ensure that when someone hears our name they find it synonymous to quality.



Agency's Approach to Recruiting and Retention

AUE follows the following steps to ensure that staff members sent to the City meet the standard established by both the City and AUE alike.

1.

Review

Review all incoming applications and resumes received. These applications can be received in a response to a current open position or in response to an open invitation to apply for new and potential positions in the area.

2.

Pre-Screen

It is imperative that we thoroughly vet each new and upcoming employee. This includes immediately communicating with the employee regarding the actual vs stated skills, verifying that the individual can be a good fit with any of our clients.

3

In-Person Interview

We never submit an individual with your agency under any circumstance unless we have physically met them and have properly vetted them. This practice allows us the ability to see and further determine an applicant's work ethic and their desire to complete the position as advertised.

4

Orientation & Testing

Once we decide to bring a staff member on, we ensure that:

1. We have obtained all employee paperwork for complete document management
2. We submit the applicant for any required testing as requested by the Client.
3. Go over any AUE or Client orientation information, ensure each applicant has gone through safety training.
4. Verify that an applicant is able and ready for employment with a Client.

5.

Staff Placement

Once we have met the employee, submitted them through all of the applicable assessments and trainings, verified their clean drug scan and ensured we have a clean background we now have the ability to place an applicant/employee with our client.

Drug Testing

If required by the Client, each staff member is required to submit a drug test prior to any placement. This is completed in-office and dependent upon the requirements, this is normally a 5-panel exam, but can be a 10-panel exam. The test is administered to ensure a chain of command and the office recruiter signs off on the results of the test.

6.

Background

AUE staffing submits all staff placed within a government agency to a background check. Dependent upon the position filled, we typically conduct either a Level 1 or Level 2 FDLE background check. Typically, for positions that do not require interaction with children, a Level 1 is completed and results are received same day. For Level 2 checks it may take a slightly longer time dependent upon the areas response time to the check.



AUE's Response & Responsibilities to Scope of Services

Technical Staff – With a staffing pool skilled in providing staff in all various levels of skills and abilities, we are well trained in quickly assessing and recognizing the types of positions and opportunities that an applicant will fit in. Combined with our recruiters have over 40+ years of staffing experience and consistently working to provide the most stellar of services daily to all of our clients.

Services Provided - AUE Staffing is structured specifically to meet the needs of Port Orange. We provide a service-level far beyond the average staffing agency. We know and understand the varied regulations that you must follow beyond those that apply to the average business. From this knowledge, we are able to specifically cater our services to your business model and provide the level of service that you expect.

Staff Training - We are consistently learning and training to remain abreast of new technology and staffing advances. With our HR department we have several HR Representatives that hold the PHR (Professional in Human Resources) certification and our HR Manager holds the SPHR (Senior Professional in Human Resources) certification. Additionally, our recruiting team work to increase their knowledge and certifications as well

Services - We will always work diligently to fill your positions effectively and efficiently. Beyond successfully filling your positions we also manage all of the employees payroll needs. Payroll runs from Sunday to Saturday. At the conclusion of week, employees must finalize their timesheet and submit to their City supervisor for approval and signature. Timesheets are due to our office by Monday afternoon at noon. Once received, our payroll department works to enter the time and our recruiters review the payroll numbers to verify accuracy. Upon completion payroll is set up to fund every Friday via direct deposit or a fee-free Paycard.

Right-to-Hire - AUE recruiters work diligently to place the best candidates with our clients. Due to this, it is not uncommon to see our Clients want to bring an employee onto their own payroll. So when this happens, we consider this a complement to our service. So long as an employee has worked 560 hours with the City, there is no fee when this happens.

Payroll - Our Payroll department maintains all payroll records. Along with paying each employee weekly, we maintain all of the applicable supporting documentation. At the conclusion of each week, our payroll department submits an invoice, which documents each individual's time identified, department/division, Purchase Order number (if applicable), Supervisor, classification/job costs, hourly rate and date of hire included on it. Additionally copies of all timesheets signed by each employee and supervisor.

Our Payroll department also receives and manages to process all weekly necessary payroll taxes, liens and garnishments. Our Worker's Compensation team, quickly responds to and follows through the completion of each Workers' Compensation Claim and ensures proper administration of all claims. Additionally, we maintain all personnel documentation. From the required payroll forms to the employees performance reviews and documentation.

Temporary Personnel - Our recruiters are in the business of providing you the staff you need. For every employee we will always ensure each individual is properly screened, hired and have the necessary skills and experience to fill all City positions.

We do not stop at placing individuals within your organization. We continue to work with your organization through the duration of all job orders. We ensure we properly document an employee's performance, this is not just documenting poor performance, but positive performances as well. We keep track of an employees' attendance and late arrivals. We want to hear and work with you. We understand your needs and want to ensure your complete and total satisfaction, and all overhead costs and fees are built into the rate presented in the bid.



Background Checks - All of our applicants placed with the City will be submitted in either a Level 1 State based background check or a five-year Level 2 check. A Level 2 check is a state and national fingerprint-based check. This allows us to see all qualifying offences and monitor to ensure no offences for the following 5 years go unnoticed. Level 2 checks typically include:

- AUE** Fingerprint-based searches of records maintained by the Florida Department of Law Enforcement
- AUE** National FBI criminal history searches
- AUE** County criminal record searches through local courts or law enforcement agencies.

With a 5 year background check, if an employee has something that pops up within the 5 years, we are notified if there is a charge or pending charge. If something is triggered, we will automatically notify the City to determine if the employee should be DNR'd.

Additional Screening – Upon request by the City, we will gladly provide additional background screening to include:

- AUE** Authorization to work in the USA
- AUE** Vehicular records/Background
- AUE** Educational Verification

Engagement Process - Our engagement process is entirely amiable. We customize our process for every client to accommodate the process as requested by our clients. To address the work outlined in the Scope of Work, we want to integrate into your workflow. We are not tied to any specific flow of work, we can easily add or remove steps that do not work for the City. We choose to integrate into your workflow to ensure the work done with AUE makes your life easier and not more difficult. At the core of AUE, is our belief we are a service provider. What sets us apart from other service providers, is the level of service we aim to provide. We strive to accommodate all of our client's needs.

Project Manager – Port Orange will be assigned a lead recruiter that will be your point of contact for day-to-day activities. This is made as an ease of reference for the City. Even though our recruiters work collaboratively to fill positions, we provide you a single point of contact to make doing business with AUE an effortless partnership.

Even though you are assigned a Point-of-Contact, any person within the AUE organization is willing and able to do what we can to help you. This includes anyone from recruiters to our operations manager. We want to ensure complete client satisfaction.

Changes – AUE Staffing will not make any changes to our City project team without the written consent of our City Contract Manager.

Communication Methodology - AUE works seamlessly in all various forms of communication. We consistently manage communications via email, telephone, fax, and even text messages. We will follow-suit in your preferred method of communication. We can work with you to develop an effective communication train that will properly meet your needs. This can also be completed via shared sheets and documents via Google. We are fully aware and understand the various methods, work skillfully in all of them and know to work with you to map out a methodology that works effortlessly with your specific work flow.

Client Reporting – Our staffing software has the capability to provide various reports, although there is large array of information that we are able to provide in various forms to the City upon request.

Unqualified Employees – AUE agrees that should the City determine an employee is unqualified to perform the work, AUE will immediately terminate the employees and charge no fee to the City within the first 4 hours of the assignment.



Required Forms

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

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

BY: AUE Staffing, Inc.
Name of Business

Authorized Signature - Terry Wiseman, VP of Operations
December 2, 2019
Date

This document must be completed and returned with your Submittal



FORM 7.2 – VENDOR’S ACKNOWLEDGEMENT FORM

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

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

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

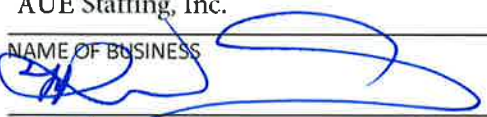
I further certify that this Bid is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Bid for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Vendor interested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

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

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

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

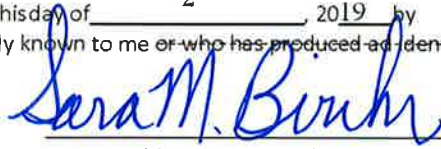
Please check one: ☒ I take NO exceptions. ☐ Exceptions (list below; add additional pages if necessary):

AUE Staffing, Inc.
NAME OF BUSINESS

AUTHORIZED SIGNATURE
Terry Wiseman, VP of Operations
NAME, TITLE, TYPED
45-2185312
FEDERAL IDENTIFICATION #
STATE OF Florida COUNTY OF Seminole

777 E. Altamonte Drive
MAILING ADDRESS
Altamonte Springs, FL 32701
CITY, STATE & ZIP CODE
O - (321) 397-2555 / F - (407) 513-4027
TELEPHONE NUMBER / FAX NUMBER
TWiseman@AUEStaffing.com
E-MAIL ADDRESS

The foregoing instrument was acknowledged before me this day of 2, 2019 by Terry Wiseman, who is personally known to me or who has produced an identification and who did take an oath.

My Commission Expires: 7-26-2023


Notary Public - Sara M. Bircher

This document must be completed and returned with your Submittal





FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

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

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

Addendum # 1 Date: 11/8/2019 Addendum # 2 Date: 11/22/2019

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

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

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

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

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



AUE Staffing, Inc.

Name of Business

By: 

Printed Name: Terry Wiseman

Title: VP of Operations

STATE OF Florida

COUNTY OF Seminole

Sworn to (or affirmed) and subscribed before me this 2 day of December, 2019, by
Terry Wiseman as VP of Operations of

(NAME)

(TITLE)

AUE Staffing, Inc.

(NAME OF ORGANIZATION)

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:

This document must be completed and returned with your Submittal



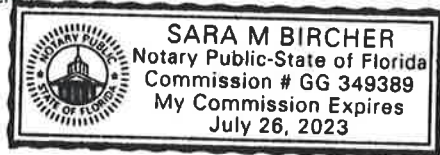
FORM 7.4 – DRUG-FREE PREFERENCE STATEMENT

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

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

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

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



AUE Staffing, Inc.

Name of Business

By:

Printed Name: Terry Wiseman

Title: VP of Operations

STATE OF Florida
COUNTY OF Seminole

Sworn to (or affirmed) and subscribed before me this 2 day of December, 2019, by
Terry Wiseman, as Vice President of Operations of

(NAME)
AUE Staffing, Inc.

(NAME OF ORGANIZATION)

(TITLE)
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:

This document must be completed and returned with your Submittal



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

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

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

1. The business address of 777 Altamonte Dr.; Altamonte Springs, FL 32701 (name of Offeror or business) is AUE Staffing, Inc.
2. My relationship to AUE Staffing, Inc. (name of Offeror or business) is VP of Operations (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
- ~~7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____ A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)~~



AUE Staffing, Inc.

Name of Business

By:

Printed Name: Terry Wiseman

Title: VP of Operations

STATE OF Florida

COUNTY OF Seminole

Sworn to (or affirmed) and subscribed before me this 2 day of December, 2019, by Terry Wiseman, as VP of Operations of AUE Staffing, Inc. and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

Sara M. Bircher
Notary Public, State of Florida

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:



FORM 7.6 – ANTI-COLLUSION FORM

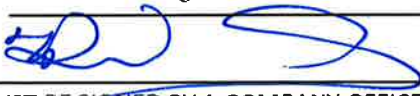
ANTI-COLLUSION STATEMENT BID FORM:

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

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

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

NAME OF FIRM: AUE Staffing, Inc.

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

PRINTED SIGNATURE: Terry Wiseman

TITLE: Vice President of Operations

ADDRESS: 777 E. Altamonte Drive; Altamonte Springs, Florida 32701

CITY: STATE: Florida ZIP CODE: 32701

TELEPHONE: (321) 397-2555 FAX: (407) 513-4027

COMPLETION TIME: December 2, 2019

F.E.I.N. NUMBER: 45-2185132

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

NO BID (REASON): _____

This document must be completed and returned with your Submittal



FORM 7.7 – STATEMENT OF VENDOR'S QUALIFICATIONS

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

- A. Name of Vendor. AUE Staffing, Inc.
B. Permanent main office address. 777 E. Altamonte Dr.; Altamonte Springs, Florida 32701
C. Date organized. 2005
D. If a corporation, where incorporated. Florida
E. How many years have you been engaged in the contracting business under your present firm or trade name? 2011
F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) See attached as Attachment A
G. General character of work performed by your company. Staffing Agency
H. Have you ever failed to complete any work awarded to you? If so, where and why? No
I. Have you ever defaulted on a contract? If so, where and why? No
J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed. See as attached as Attachment A
K. List your major equipment currently owned or leased. N/A
L. Experience in work similar to this type of project. 40+ years between all office staff
M. Background and experience of the principal members of your organization, including the officers. See as Attach B
N. Credit currently available: \$ 1 Million
O. Give bank reference: JP Morgan Chase - Keith C. Farrell, Jr. (813) 483-8274; keith.c.farrell@chase.com
P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Yes
Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Vendor's Qualifications.

AUE Staffing, Inc.

Name of Business

By: [Signature]

Printed Name: Terry Wiseman

Title: VP of Operations

STATE OF Florida
COUNTY OF Seminole

Sworn to (or affirmed) and subscribed before me this 2 day of December, 2019, by
Terry Wiseman, as Vice President of Operations
of AUE Staffing, Inc. and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced

----- as identification.



[Signature]

Notary Public, State of Florida

Printed, typed or stamped name, commission
and expiration:

This document must be completed and returned with your Submittal



FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

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

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

(Do not include the City of Port Orange)

1. Company Name: Volusia County Government
Contact Person: Christina Martin - Support Services Manager
City, State: Deland, Florida
Telephone Number: (386) 943-7027 Ext 13291
Email Address: clmartin@volusia.org
Description of goods or
Services provided: Temporary personnel
Contract Amount: Approximately 1 million
Start/End Date of Contract: 2008 - Current
2. Company Name: Brevard County Government
Contact Person: Terrie Lewis - Brevard County Public Works
City, State: Melbourne, Florida
Telephone Number: (321) 690-6884
Email Address: Terrie.Lewis@brevardfl.gov
Description of goods or
Services provided: Temporary Personnel
Contract Amount: Approximately \$800,000
Start/End Date of Contract: 2018 - Current
3. Company Name: Orange County Government
Contact Person: Russell Stoner - Utilities Accounty Supervisor
City, State: Orlando, Florida
Telephone Number: (407) 254-9758
Email Address: Russell.stoner@ocfl.net
Description of goods or
Services provided: Temporary Personnel
Contract Amount: Approximately \$800,000
Start/End Date of Contract: 2015 - Current

This document must be completed and returned with your Submittal.



(Form 7.8 – Professional References for Previous Experience Page 2)

LISTING OF PREVIOUS EXPERIENCE

Commercial Client List

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

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

	Contact Name	Phone	Current Client? Y or N	Number of years service provided	Description of service
1	Hector Lopez - Brevard County Parks & Recreation	(321) 633-2046	Yes	11 yrs	Placement of Temporary Personnel, employee leasing and employee fingerprinting services
2	Kevin Thornton - Brevard County Public Schools	(321) 633-1000 x 690	Yes	14 yrs	Placement of Temporary Personnel
3	Jamie Devivo - Seminole County Public Schools	(407) 320-0352	Yes	14 yrs	Placement of Temporary Personnel

This document must be completed and returned with your Submittal.



FORM 7.10 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

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

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT #(as applicable): ITB #19-32

BUSINESSNAME: AUE Staffing, Inc.

CONTACT PERSON/TITLE: Terry Wiseman

MAILING ADDRESS: 777 E. Altamonte Drive

CITY-STATE-ZIP: Altamonte Springs, Florida 32701

Length of Time at Address Provided: 10+

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 State of Florida

FEIN (Federal Employer Identification Number): 45-2185132

BUSINESS STRUCTURE: ☒ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship

☐ Other (Specify): _____

PHONE NUMBER: (321) 397-2555 FAX: (407) 513-4027

EMAIL: Twiseman@AUEStaffing.com

ATTESTATION – I understand that:

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

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

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

SWORN AND SUBSCRIBED BEFORE ME - Sara M. Bircher

Sara M. Bircher
SIGNATURE OF NOTARY PUBLIC

NOTARY SEAL

THIS 2 DAY OF December, 2019

My Commission Expires: July 26, 2023

Terry Wiseman
SIGNATURE OF AFFIANT DATE 12/2/2019

Terry Wiseman

PRINTED NAME OF AFFIANT / TITLE

AUE Staffing, Inc.

COMPANY

This document must be completed and returned with your Submittal





FORM 7.9 – LISTING OF SUBCONTRACTORS

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

Subcontractor No. 1

Name: ACH of Corporation of America, Inc.

Description of Work: Employee Leasing

Percent of Contract Price: 100% of the employee leasing will be subcontracted to our sister company.

Previous Experience Together: Yes/No Yes - Sister Company - both companies have same owner.

Subcontractor No. 2

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal



"ATTACHMENT 1" SCHEDULE OF UNIT PRICING

BID FORM

CITY OF PORT ORANGE

ITB # 19-32

TEMPORARY EMPLOYEE AND EMPLOYEE LEASING SERVICES

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

Instruction to save Attachment from DemandStar website:

Perform "File Save As" and save spreadsheet to your computer. Fill in pricing in highlighted cells, preferably electronically.

Bidders are required to complete all fields shaded in green. Column F will be automatically calculated.

NAME OF BUSINESS:	AUE Staffing, Inc.
CONTACT PERSON:	Terry Wiseman
EMAIL ADDRESS:	TWiseman@AUEStaffing.com
AUTHORIZED SIGNATURE:	

City of Port Orange Job Classification	City Pay Grade	Workers Comp Code	City Employee Rate of Pay	Employment Services Markup % per All ITB 19-32 Specifications	Employee Rate of Pay
Courier	11	8380	\$10.33	33.00%	\$13.74
Custodian	11	9015	\$10.33	31.00%	\$13.53
Program Leader	11	9102	\$10.33	31.00%	\$13.53
Summer Asst Site Supervisor	11	9102	\$10.33	33.00%	\$13.74
Water Meter Repairman	11	7520	\$10.33	N/A	N/A
Staff Assistant	12	8810	\$11.05	29.88%	\$14.35
Summer Site Supervisor	12	9102	\$11.05	33.00%	\$14.70
Customer Service Representative	13	8810	\$11.82	29.88%	\$15.35
Maintenance Worker	13	9102	\$11.82	N/A	N/A
Records Clerk	13	8810	\$11.82	29.88%	\$15.35
Administrative Assistant	14	8810	\$12.66	29.88%	\$16.44
Assistant Plant Mechanic	14	7520	\$12.66	N/A	N/A
Athletic Field & Facility Technician	14	9102	\$12.66	N/A	N/A
Equipment Operator	14	5509	\$12.66	N/A	N/A
Facilities Maintenance Technician	14	9015	\$12.66	N/A	N/A
Generator Technician	14	8380	\$12.66	N/A	N/A
Permit Licensing Technician	14	8810	\$12.66	29.88%	\$16.44
Records Management Coordinator	14	8810	\$12.66	29.88%	\$16.44
Storekeeper	14	8810	\$12.66	29.88%	\$16.44
Utility Accounts Clerk	14	8810	\$12.66	29.88%	\$16.44
Utility Systems Operator	14	7520	\$12.66	N/A	N/A
Accounting Technician	15	8810	\$13.55	29.88%	\$17.60
Animal Control Officer	15	8831	\$13.55	N/A	N/A
Automotive Mechanic I	15	8380	\$13.55	N/A	N/A
Community Service Officer	15	7720	\$13.55	N/A	N/A
Crew Chief	15	9102	\$13.55	N/A	N/A
Fleet Service Writer	15	8380	\$13.55	N/A	N/A
Heavy Equipment Operator	15	5509	\$13.55	N/A	N/A
Lift Station Mechanic	15	7580	\$13.55	N/A	N/A
PAL Director	15	7720	\$13.55	33.00%	\$18.02
Plant Mechanic	15	7520	\$13.55	N/A	N/A
Program Specialist	15	9102	\$13.55	33.00%	\$18.02
Summer Playground Supervisor	15	9102	\$13.55	33.00%	\$18.02
Utility Accounts Specialist	15	8810	\$13.55	29.88%	\$17.60
Utility Line Locator	15	7520	\$13.55	N/A	N/A
Victim Advocate	15	7720	\$13.55	N/A	N/A
Automotive Mechanic II	16	8380	\$14.49	N/A	N/A

City of Port Orange Job Classification	City Pay Grade	Workers Comp Code	City Employee Rate of Pay	Employment Services Markup per All Specifications %	Employee Rate of Pay
Evidence Technician	16	7720	\$14.19	33.00%	\$18.87
Quartermaster	16	8810	\$14.19	29.88%	\$18.43
Senior Permit Licensing Technician	16	8810	\$14.19	29.88%	\$18.43
Senior Utility Line Locator	16	7520	\$14.19	N/A	N/A
Assistant City Clerk	17	8810	\$15.51	29.88%	\$20.14
Code Enforcement Officer	17	7720	\$15.51	31.00%	\$20.32
Customer Service Supervisor	17	8810	\$15.51	29.88%	\$20.14
Helpdesk Specialist	17	8810	\$15.51	29.88%	\$20.14
Human Resources Assistant	17	8810	\$15.51	29.88%	\$20.14
Senior Administrative Assistant	17	8810	\$15.51	29.88%	\$20.14



Treatment Plant Operator	17	7520	\$15.51	33.00%	\$20.63
Utility Accounts Supervisor	17	8810	\$15.51	29.88%	\$20.14
Victim Advocate Coordinator	17	7720	\$15.51	31.00%	\$20.32
Buyer	18	8810	\$16.60	29.88%	\$21.56
Chief Lift Station Mechanic	18	7580	\$16.60	N/A	N/A
Chief Plant Mechanic	18	7520	\$16.60	N/A	N/A
Crime Analyst	18	8810	\$16.60	29.88%	\$21.56
Drainage Supervisor	18	5509	\$16.60	N/A	N/A
Executive Assistant to City Manager/Off	18	8810	\$16.60	29.88%	\$21.56
Facilities Maintenance Supervisor	18	9015	\$16.60	N/A	N/A
Field Operations Supervisor	18	7520	\$16.60	N/A	N/A
Grounds Maintenance Supervisor	18	5509	\$16.60	N/A	N/A
Information Technology Specialist	18	8810	\$16.60	29.88%	\$21.56
Instrument Control Technician	18	7580	\$16.60	N/A	N/A
Laboratory Technician	18	7520	\$16.60	33.00%	\$22.08
Meter Services Supervisor	18	7520	\$16.60	N/A	N/A
Parks Supervisor	18	9102	\$16.60	33.00%	\$22.08
Plant Maintenance Electrician	18	7580	\$16.60	33.00%	\$22.08
Records Supervisor	18	8810	\$16.60	29.88%	\$21.56
Recreation Coordinator-Athletics	18	9102	\$16.60	33.00%	\$22.08
Recreation Coordinator-Special Events	18	9102	\$16.60	33.00%	\$22.08
Reserve Police Officer	18	7720	\$16.60	N/A	N/A
Roads & Streets Supervisor	18	5509	\$16.60	N/A	N/A
Shift Supervisor	18	7580	\$16.60	N/A	N/A
Special Events Coordinator	18	9102	\$16.60	33.00%	\$22.08
Accountant I	19	8810	\$17.76	29.88%	\$23.07
Administrative Supervisor	19	8810	\$17.76	29.88%	\$23.07
Assistant Laboratory Manager	19	7520	\$17.76	33.00%	\$23.62
Building Permit Coordinator	19	8810	\$17.76	29.88%	\$23.07

City of Port Orange Job Classification	City Pay Grade	Workers Comp Code	City Employee Rate of Pay	Employment Services Markup % per All Specifications	Employee Rate of Pay
Construction Inspector	19	9410	\$17.76	31.00%	\$23.27
Development Review Technician	19	8810	\$17.76	29.88%	\$23.07
Emergency Management/Public Education	19	8810	\$17.76	29.88%	\$23.07
Engineering Inspector	19	9410	\$17.76	31.00%	\$23.27
Forester	19	9102	\$17.76	N/A	N/A
Geographic Information System Technician	19	8810	\$17.76	29.88%	\$23.07
Human Resources Administrator	19	8810	\$17.76	29.88%	\$23.07
Paralegal	19	8810	\$17.76	29.88%	\$23.07
Police Accreditation Manager	19	8810	\$17.76	29.88%	\$23.07
Purchasing Agent	19	8810	\$17.76	29.88%	\$23.07
Recreation Supervisor Special Events	19	9102	\$17.76	33.00%	\$23.62
Recreation Supervisor-Athletics	19	9102	\$17.76	33.00%	\$23.62
Right of Way Agent	19	9410	\$17.76	33.00%	\$23.62
Utility Inspector	19	9410	\$17.76	33.00%	\$23.62
Accountant II	20	8810	\$19.00	29.88%	\$24.68
Applications Administrator	20	8810	\$19.00	29.88%	\$24.68
Building Inspector	20	9410	\$19.00	33.00%	\$25.27
Capital Improvement/Revenue Coordinator	20	8810	\$19.00	29.88%	\$24.68
Code Enforcement Manager	20	7720	\$19.00	33.00%	\$25.27
Engineering Specialist	20	9410	\$19.00	N/A	N/A
Financial Budget Analyst	20	8810	\$19.00	29.88%	\$24.68
Fleet Manager	20	8380	\$19.00	29.88%	\$24.68
Grant/Contract Accountant	20	8810	\$19.00	29.88%	\$24.68

Markup % for TEMPORARY Positions not listed Per All Specifications:	33.00%
Markup % for LEASED Positions not listed Per All Specifications:	21.98%

This document must be completed and returned with your Submittal.



CITY OF ALTAMONTE SPRINGS
225 NEWBURYPORT AVENUE
ALTAMONTE SPRINGS, FLORIDA 32701-3697
407-571-8116

AUE STAFFING INC
CONNIE HALL CEO
777 E ALTAMONTE DR, 101
ALTAMONTE SPRINGS, FL 32701-4814

DO NOT PAY - THIS IS NOT A BILL
Below Certificate must be displayed at Business Location



CITY OF ALTAMONTE SPRINGS
225 NEWBURYPORT AVENUE
ALTAMONTE SPRINGS, FLORIDA 32701-3697
407-571-8116

Fiscal Year
2018-2019

BUSINESS TAX RECEIPT

Business Number: 24411

Expires: September 30, 2019

Business Name: AUE STAFFING INC
CONNIE HALL CEO

Business Address: 777 E ALTAMONTE DR, 101
ALTAMONTE SPRINGS, FL 32701

RECEIPT NO.	CLASS DESCRIPTION	FEE
BTR-004311-2019	Seminole County – Unregulated	\$25.00
BTR-004311-2019	Employment (Agency/Personnel services	\$90.30
BTR-004311-2019	BTR Late Penalty - City	\$9.03
BTR-004311-2019	County - Unregulated	\$2.50
TOTAL BUSINESS TAX PAID:		\$126.83

Restrictions: None

Angela M Apperson
City Clerk



2019 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P11000045177

Entity Name: AUE STAFFING, INC.

Current Principal Place of Business:

777 E ALTAMONTE DRIVE
ALTAMONTE SPRINGS, FL 32701

Current Mailing Address:

777 E ALTAMONTE DRIVE
ALTAMONTE SPRINGS, FL 32701 US

FEI Number: 45-2185132

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

HALL, CHARLES
777 E ALTAMONTE DRIVE
ALTAMONTE SPRINGS, FL 32701 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent

_____ Date

Officer/Director Detail :

Title P
Name HALL, CHARLES
Address 777 E ALTAMONTE DRIVE
City-State-Zip: ALTAMONTE SPRINGS FL 32701

Title VP
Name WISEMAN, TERRY
Address 777 E ALTAMONTE DRIVE
City-State-Zip: ALTAMONTE SPRINGS FL 32701

Title VP
Name MARTIN, H. RAYBURN
Address 777 E ALTAMONTE DRIVE
City-State-Zip: ALTAMONTE SPRINGS FL 32701

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath, that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes, and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: RAYBURN H. MARTIN

VICE PRESIDENT

04/25/2019

Electronic Signature of Signing Officer/Director Detail

_____ Date



ATTACHMENT A



1 Seminole County Public Schools

Reference Contact Information

400 E. Lake Mary Boulevard

Sanford, Florida 32773

Length of Contract: 2005 - Current

Jamie Devivo

407-320-0352

jamie_devivo@scps.k12.fl.us

Type/Positions filled: AUE Staffing fills the following positions as requested by the school district:
Office Support Staff, Custodial Support, Food Service Support and Extended Day Care.

Value: approximately \$4,450,000.00 Annually

2 Orange County Public Schools

Reference Contact Information

445 W. Amelia Street

Orlando, Florida 32801

Length of Contract: 2011 - Current

Michelle Griffin

(407) 317-3700 ext. 2025089

michelle.griffin@ocps.net

Type/Positions filled: AUE Staffing fills the following positions as requested by the school district:
Office Support Staff, Custodial Support and Food Service Support.

Value: approximately \$928,152.78 Annually

3 Orange County Convention Center

Reference Contact Information

9800 International Drive

Orlando, Florida 32819

Length of Contract: 2014 - Current

Pam Cavanaugh

(407) 685-5879

pam.cavanaugh@occc.net

Type/Positions filled: AUE Staffing fills the following positions as requested by the center: Office
Support Staff, Custodial Support and Event staff including Set-Up and Take Down.

Value: approximately \$1,025,181.70 Annually

4 Orange County Government

Reference Contact Information

400 E. South Street, 2nd Floor

Orlando, Florida 32801

Length of Contract: 2015 - Current

Melisa Vergara

(407) 836-5405

Melisa_vergara@ocfl.net

Type/Positions filled: AUE Staffing fills the following positions as requested by the County:
Meeting the staffing needs of various county departments such as the Mayor's Office and the County
Commissioners' Office for positions including Office Support, Custodial Support and Priority Rush
placements as needed.

Value: approximately \$837,303.66 Annually

5 Volusia County Public Schools

Reference Contact Information

3750 Olson Drive

Daytona Beach, Florida 32124

Length of Contract: 2008 - Current

Michelle Black

(386) 947-8786 ext. 50863

mlblack@volusia.k12.fl.us

Type/Positions filled: AUE Staffing fills the following positions as requested by the School District:
Cafeteria and Custodial assistance through continued year-round support. This includes regular daily
operations through the regular school session and supplementary assistance for the summer session as
well.

Value: approximately \$250,000.00 Annually



6 Volusia County Government

123 W. Indiana Avenue
Deland, Florida 32720

Length of Contract: 2008 - Current

Type/Positions filled: AUE Staffing fills the following positions as requested by the County:

Meeting the staffing needs of various county departments for positions ranging from Office Support to engineers, Custodian assistance and staffing for events at the Ocean Center and Payroll services for the County.

Value: approximately \$882,422.96 Annually

Reference Contact Information

Becky Bishop
(386) 822-5772

Bbishop@volusia.org

7 Brevard County Public Schools

2700 Judge Fran Jamieson Way
Viera, Florida 32940

Length of Contract: 2005 - Current

Type/Positions filled: AUE Staffing fills the following positions as requested by the School District: Office Support Staff, Custodial Support and Food Service Support.

Value: approximately \$425,000.00 Annually

Reference Contact Information

Kevin Thornton
(321) 633-1000 x 690

thornton.kevin@brevardschools.org

8 Brevard County Parks and Recreation

840 Forest Avenue
Cocoa, Florida 32922

Length of Contract: 2008 - Current

Type/Positions filled: AUE Staffing fills the following positions as requested by the County:

Temporary Staffing for Spring, Summer, and Fall Camps put on by the County. This includes office support and camp assistance of approx. 250 people per camp; Payroll services for the County.

Value: approximately \$1,613,316.74 Annually

Reference Contact Information

Hector Lopez
(321) 633-2046

hector.lopez@brevardfl.gov

9 Brevard County Government

2725 Judge Fran Jamieson Way, Bldg C; Ste C-303
Viera, Florida 32940

Length of Contract: 2018 - Current

Type/Positions filled: AUE Staffing fills the following positions as requested by the County:

Temporary Staffing for Office Support, Custodians and Special Product Coordinators.

Value: approximately \$1,098,709.24 Annually

Reference Contact Information

Kimberly Covington
(321) 617-7390/x56065

Kimberley.Covington@brevardfl.gov

10 Valencia College

17968 Park Center Drive
Deland, Florida 32835

Length of Contract: 2008 - Current

Type/Positions filled: AUE Staffing fills the following positions as requested by the School:

Temporary Staffing for Office Support, Custodian Assistance and staff for the bookstore.

Value: approximately \$100,000 Annually

Reference Contact Information

Jennifer Page
(407) 852-8032

jpage@valenciacollege.edu



11 City of Oviedo

Reference Contact Information

400 Alexandria Blvd.

Paul Belden

Oviedo, FL 32765

(407) 971-5566

Length of Contract: 2019 - Current

pbelden@cityofoviedo.net

Type/Positions filled: AUE Staffing fills the following positions as requested by the City. Also, staff and manage the City's recreation department.

Value: approximately \$175,000 Annually



ATTACHMENT B



CHARLES HALL
President

Years with AUE Staffing: 14

Years in Business Ownership: 47

TASKS FOR AUE:

Mr. Hall reviews the successful implementation of various company initiatives along with providing guidance to individuals within the organization to foster successful business methodologies.



TERRY WISEMAN
V.P. Of Operations

Years with AUE Staffing: 14

Years in Recruiting: 45

TASKS FOR AUE:

Overall management of the daily operations within each department. Ensuring that every individual has all of the items necessary to effectively meet their daily activities.



RAYBURN MARTIN

CFO/Executive VP

Years with ACH: 2

Years in Payroll/PEO: 24

TASKS FOR AUE:

Overall management of the daily operations within each department. Ensuring that every individual has all of the items necessary to effectively meet their daily activities.

PROFESSIONAL BIO:

Partnering with Terry Wiseman with a law degree from the University of Maryland Law, Mr. Hall & Terry Wiseman decided to build a business in honor of those lost in the 9/11 attack. From there, American United Employers or AUE Staffing was born. In addition to being a highly-successful business owner, Mr. Hall is also an accomplished author, motivational speaker and philanthropist. Due to his philanthropist endeavors, Concord University of Athens, West Virginia, awarded Mr. Hall an honorary degree of Doctor of Humanities in 2017.

PROFESSIONAL BIO:

Terry started his career in 1973 as an industrial interviewer. While exposing himself to the ins and outs of the business, he quickly learned that staffing was his calling. Terry took his acquired knowledge and decided to start his own corporation designed to meet the needs of his clients. He took this company and operated in both in the UK and US. Fast-forward to 2005, when Terry partnered with ACH of America to launch AUE Staffing. Terry has continued to utilize his brand of successful operations through stellar customer service and effective communication. Terry does not know anything other than work-driven success.

PROFESSIONAL BIO:

With over 24 years of leadership experience within Professional Employer Organization (PEO) companies. With experience as a Director of Accounting/Taxes, Chief Operating Officer, Chief Financial Officer, Vice President of Operations and Executive Vice President. In addition to his employment history/background, Rayburn has also provided services as a consultant to various PEOs in regards to financial, tax, and operational activities including accounting and reporting for various Private and Charter Schools. Rayburn has also done work at national accounting firms and was a tax partner in a regional Public Accounting Firm.



December 2, 2019

Joseph Castro, Buyer
City of Port Orange City Clerk's Office
Finance Department
1000 City Center Circle
Port Orange, FL 32129

Dear Mr. Joseph Castro,

Enclosed is IOS Acquisitions LLC (IOS) response to the City of Port Orange City Clerk's Office, (The City) for Invitation To Bid for Temporary Employee and Employee Leasing Services ITB No 19-32.

Let me thank you for giving us the opportunity to participate in your bidding process. Insurance Overload Staffing along with Summit Software, Flex Recruitment Plus LTD and Nationwide Screening Service all CRS companies were acquired by Flex Employee Service LLC. IOS is one of the largest staffing services in North America and we continue growing as we expand into new industries while expanding the services of our foundation.

I confirm that all of the information contained within our proposal is accurate and IOS Acquisitions LLC has reviewed all of the requirements of this solicitation and agree to all of the terms. IOS Acquisitions LLC complies with the Affirmative Action and Equal Employment requirements stated.

IOS Acquisitions LLC fully understands the scope of work and is prepared to service the City with professional and quality service. We have thoroughly reviewed and understand there will be diverse and complex projects conducted within the City and IOS Acquisitions LLC is prepared to provide you with professional services as well as qualified responsible and experienced personnel to complete your employment needs in a timely fashion.



IOS Acquisitions LLC has specialized in providing a diverse range of temporary employees to Private Sector, Corporate, National, Local and Government agencies.

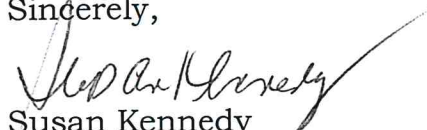
IOS Acquisition LLC key employees have significant Employment & Project Oriented, experience. We maintain a very large population of Professional, Accounting, Legal, IT, Office Support, Educational Support, Security, Insurance, Architect/Space Planning, Managerial, Engineering, Administrative, Office Support, CADD, Banking personnel. Our Employment Industry experience is from the vendor, business and technical aspects of the information industry with skills ranging from systems implementation to executive management.

IOS Acquisition LLC's local office lead by Rachel Cavazos and New York corporate office along with Susan Kennedy, would service this contract. Your direct point of Contact would be Susan Kennedy for the contract.

Susan Kennedy skennedy@iosstaffing.com
555 Madison Ave 5th Floor
New York, NY 10022
212 430-1703

Let me assure you, IOS Acquisitions LLC intends, as an organization, to meet and exceed our client's desires, needs and requirements. Our two most important assets are our clients and our employees and IOS Acquisitions LLC will continue to practice and follow our commitment to excellence.

Sincerely,


Susan Kennedy
VP of National Proposals



Qualifications

IOS Acquisition will complete all aspects of the onboarding process from start to finish. IOS will be the employer and take all necessary responsibilities. Once employees have been identified they will complete our onboarding process followed by completing the requested background/drug tests. All employees are given an overview of what is expected of them as they represent IOS as well as their responsibilities expected from City of Port Orange. All necessary information for their new position outlining everything they need to know will also be sent to our employees in writing. We will work with the City's Project Manager and Human Resource Division.

IOS will be responsible for administering and maintaining all of the back office and administrative payroll functions such as payroll processing, records, remittance of payroll and taxes including the provision of distribution time sheets and checks. All payroll deductions will be made as required by state, federal and local laws including social security, federal withholding taxes and unemployment compensation.

Our Tech division utilizes Bullhorn and has been building around it expanding our services and functions which we believe will make IOS a great fit for the needs of the City as outlined. Our employees use Bullhorn to submit their time which is web based. Bullhorn also creates the invoices which will be sent out on a weekly basis unless otherwise requested.

The employee will use an electronic timesheet to submit their hours. Each employee can login to a Bullhorn website and enter their time, then submit the timesheet on the website for approval. The City supervisor would have their own login, and they receive an automated email to login and approve the timesheet once it has been submitted. IOS in turn will pay the employee and send the invoice according to the approved hours on the timesheet.

Employees will not receive overtime without the express written authorization of the appropriate City personnel.



Employees will be given the option of direct deposit or paper checks. Direct deposit is usually the preference.

IOS understands the services will be used to handle seasonal and peak workloads or special projects, filling in for temporary absence and evaluate positions for permanency.

Enclosed you will find our Accident Policy.

IOS was originally incorporated in 1983 and purchased as outlined in 2015.

IOS has the ability to provide the requested services within the twenty-four hour time period.

IOS maintains regular business hours Monday Through Friday 8:00am – 6:00pm and will give the personal contact for off hours if awarded the contract.

Temporary Employment Services Qualifications

When providing temporary services when placing each employee we will give them the location and hours to be worked as specified to us by the City.

IOS will provide the services within a twenty-four hours of the request, understanding if we pass the twenty-four hours the City may contact the next vendor.

All temporary employees are fully vetted and will possess the qualifications as requested. Understanding should an employee fail to perform in a satisfactory manner the City will request a replacement to be provided within 2 hours.



IOS can provide the following positions, which are bid on within Attachment 1-Schedule of Unit pricing with rates and markup.

Program Leader
Staff Assistant
Summer Site Supervisor
CSR
Records Clerk
Administrative Assistant
Permit Licensing Technician
Records Management Coordinator
Storekeeper
Utility Accounts Clerk
Accounting Technician
Utility Accounts Specialist
Quartermaster
Senior Permit Licensing Technician
Assistant City Clerk
Customer Service Supervisor
Helpdesk Specialist
Human Resource Assistant
Senior Administrative Assistant
Utility Accounts Supervisor
Buyer
Crime Analyst
Executive Assistant to City Manager/Office Manager
Information Technology Specialist
Accountant I
Administrative Supervisor
Building Permit Coordinator
Emergency Management/Public Education Specialist
Geographic Information System Technician
Human Resource Administrator
Paralegal
Police Accreditation Manager
Purchasing Agent
Accountant II
Capital Improvement/Revenue Coordinator
Financial Budget Analyst
Grant/Contract Coordinator



ACCIDENT PROCEDURES

1. Verify injury and send employee to appropriate medical treatment ie clinic, emergency room.
2. The employee should be sent to the closest hospital or urgent care based upon injury.
3. If this is a life threatening injury call 911 immediately.
4. Notify IOS immediately after tending to injury. Please call Susan Kennedy at (212) 430-1703 or email: skennedy@iosstaffing.com.
5. Employee must be sent for post-accident drug test the day of the injury. If the employee is hospitalized please notify us immediately for further information.
6. Please email the attached Accident report directly to Susan Kennedy, contact enclosed.



ACCIDENT PROCEDURES

Date of accident: _____

Employee Name _____

Injury verified by _____

Description of accident

Employee description of accident

Witness _____

Phone Number _____

Statement

Did employee accept medical treatment? _____

Where was the employee treated? _____

Comments



Temporary Leasing Services Qualifications

IOS onboarding is done on-line, giving us the ability to add employees immediately as well as in office or at the City location.

All leased employees will be paid the same rate unless overtime has been authorized in writing.



Recruitment Screening Process

IOS Recruitment Strategy:

Personnel:

Since our current staff has had prior experience servicing similar contracts, we understand what is involved and what it takes to fulfill the needs of the City. If awarded the contract, IOS would hire additional staff member to assist with fulfilling your requirements should it be necessary.

Through staffing for City, State and government agencies as well as large corporations we have serviced our clients with qualified consultants ranging from Professional, IT, Finance, Legal, Customer Service, Insurance, Real Estate, Medical, Admin and C-Level employees.

Recruitment Tools:

Job Board Searching:

IOS utilizes Bull Horn, among its many attributes, Bull Horn is a state-of-the-art recruiting and applicant tracking tool and end-to-end talent management system.

How it works:

Once the job parameters (job description, rate, location, years of experience etc.) have been entered into the system, the Bull Horn program goes out and searches numerous, predefined job boards (Monster, Indeed, CareerBuilder etc.) and delivers the resumes of qualified candidates the recruiter. The recruiter can then review the resumes, contact, interview the chosen Candidates, and submit the qualified candidates to our clients. In addition, the resumes are automatically loaded into IOS's database for future use. It is our intent to initiate this process before the contract begins and keep it active for the life of the contract. This will assure from the start that there is always a pipeline of candidates available and that the time from Agency request and Agency hire will be greatly reduced.

Advertising:

Since not all potential candidates automatically post their resumes to the various job sites, IOS also utilizes both internet and print advertising to attract potential candidates. We have the ability to post ads on Monster, Indeed, CareerBuilder, Zip Recruiter, Beyond.com as well as Craig's List and numerous user groups.



Additionally we post the jobs to our website, advertise with the unemployment offices, attend trade shows and job fairs and use print media when necessary.

At IOS, we are always looking for ways to improve our recruiting methods and will continue seek out methods that will increase efficiency and give us better results.

All of our employees will be thoroughly interviewed screened and tested and told what will be expected of them as outlined such as competent reliable responsible and punctual. As we will be in contact with the supervisor to assure, the employees are living up to everything, which is expected of them. Should there be any issues we will have them addressed and resolved immediately.

We test our applicants by using the "Prove It" Software System, we conduct thorough interviews and after conducting interviews and testing, we go over their qualifications and interests to place them in positions, which will benefit our clients and our employees.

IOS performs the requested background and drug testing through our background company NSS, FDLE. IOS uses the Prove It System to test all of our employees on the various skill sets. Prove It has proven to be one of our valued investments. Prove It offers a full range of quality assessments: Hundreds of tests for clerical, software, industrial, healthcare, financial and technical job classifications. All employees are able to utilize our Prove System to brush up on their skills and see where they may need to improve their skills. We assist in giving our employees any tools they need to better themselves.

IOS will abide by all ordinances and laws pertaining to business operations and secure all appropriate license and permits and will furnish these documents upon request.

If awarded the contract we will be ready to begin in January as outlined. We have reviewed the Job descriptions, have the personnel within our database, and would continue to build it with the staff needed that would exceed your expectations. We understand the County's hours of operation as well as the lead-time (24 hours), which would be given to us on a routine and emergency basis.

Whether a company is growing, downsizing, restructuring, or involved in mergers and acquisitions, our solutions successfully reduce labor related costs, increase productivity and separate businesses from potential employer liabilities while increasing total quality output. In previous business, we were renowned in providing various Temporary Services to a variety of industries.



Acquisition and Retention Plan

IOS has been awarded contracts with the undertaking of the current temporary employees. IOS comes in with a team to convert the current staff if so requested. The process begins with an introduction of who we are how the transition will proceed, doing so by answering questions and keeping the employees at ease. We will be there to make this a seamless transition.

Once the employees are made to feel comfortable with us we begin the onboarding process, answer any questions, while trying to mirror their current employment salary and benefits. All contact information will be given. As the weeks follow I will follow up with each employee assuring their comfort and answering any questions.

I believe communication is one of the most important methods to satisfied employees and clients. Through communication we ensure our employees are happy within their position and performing to their fullest capacity. This level of communication is utilized with our clients as well. We will reach out to the supervisors to complete evaluations on the employees. Having the open door policy for our clients and employees is amongst our strengths.



Pre-Employment

IOS is partnered with Nationwide Screening Service and can perform all drug testing as requested and background screening and shall be inclusive of but not limited to a US Criminal/Sex Offender Search, Motor Vehicle if applicable and social trace.

All Employee Liability Management will be performed as well as Employment Administration. Benefits be offered.

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

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

BY: IOS Acquisition LLC
Name of Business

Authorized Signature
12/2/2019
Date

This document must be completed and returned with your Submittal

FORM 7.2 – VENDOR'S ACKNOWLEDGEMENT FORM

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

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

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

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

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

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

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

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

IOS Acquisition LLC

NAME OF BUSINESS

AUTHORIZED SIGNATURE

Vince Puma, CEO

NAME, TITLE, TYPED

47-3378693

FEDERAL IDENTIFICATION #

STATE OF New York COUNTY OF New York

555 Madison Ave. 5th Floor

MAILING ADDRESS

New York, NY 10022

CITY, STATE & ZIP CODE

212 430-1703

TELEPHONE NUMBER / FAX NUMBER

skennedy@iosstaffing.com

E-MAIL ADDRESS

The foregoing instrument was acknowledged before me this day of Dec. 02, 2019 by Vincent Puma, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires: 07/08/2021

Notary Public

This document must be completed and returned with your Submittal

THAE BOK KWEON
NOTARY PUBLIC-STATE OF NEW YORK
No. 01KW6285447
Qualified in Richmond County
My Commission Expires July 08, 2021

ITB 19-32 TEMPORARY EMPLOYEE AND EMPLOYEE LEASING SERVICES

Page 49 of 85

FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

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

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

Addendum # 1 Date: 11/8/2019 Addendum # _____ Date: _____

Addendum # 2 Date: 11/22/2019 Addendum # _____ Date: _____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

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

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

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

IOS Acquisition LLC

Name of Business

By: _____

Printed Name: Vince Puma

Title: CEO

STATE OF New York
COUNTY OF New York

Sworn to (or affirmed) and subscribed before me this 02 day of Dec., 2019, by
Vince Puma, as CEO of

(NAME)

(TITLE)

IOS Acquisition LLC and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of New York

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

THAE BOK KWEON
NOTARY PUBLIC-STATE OF NEW YORK
No. 01KW6285447
Qualified in Richmond County
My Commission Expires July 08, 2021



CITY OF PORT ORANGE

ADDENDUM NO. # 1 **November 8, 2019**

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5718
FAX 386-506-5711
purchdiv@port-orange.org

ITB 19-32 Temporary Employee and Employee **Leasing Services**

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated October 28, 2019 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. Questions & Answers

1. Can the "Signor", be an authorized signature, or must they be one of the officers listed on Sunbiz?
ANSWER: All Responses must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. Unsigned Responses Will Be Rejected. All manual signatures must be original - no rubber stamp, photocopy, etc.
2. What is the anticipated spend annually for the Temporary Services and for the Employee Leasing separately?
ANSWER: Temp Services ~\$100,000 total among all vendors unless we have a special project going on then it could be higher. Employee Leasing Services on average ~\$5k-\$10K annually.
3. Who are the existing vendors?
ANSWER: Remedy Intelligent Staffing and AUE Staffing.
4. Based on your definition of Employee Leasing, does the vendor need to be Licensed specifically for this, or can they just offer Payroll Services that covers all your needs by your definition?
ANSWER: The contractor must be properly licensed to perform all the services as defined in ITB 19-32 Temporary Employee and Employee Leasing Services.
5. What agency(s) is the City of Port Orange currently contracting with to provide temporary employee and employee leasing services and what are the markups paid for these services?
ANSWER: Remedy Intelligent Staffing ~32% for temp services and 30% for Employee Leasing AND AUE Staffing 29.88% – 33% depending upon position for temp services and 21.98 for Employee Leasing

6. Will this be a single or multiple award contract?

ANSWER: Multiple awards provided the City receives multiple bids deemed responsive and responsible.

7. How much was spent on temporary services in 2017, 2018, 2019? (for the services requested under this ITB?

ANSWER: FY17-\$38,163 FY18-\$96,422 FY19-\$150,014

8 How many temporary employees are currently utilized?

ANSWER:10

9. How many temporary employees are in each category?

ANSWER: 2-public works, 1-IT, 1-HR, 3-customer service, 2-finance, 1-public utilities lab

10. How many vacancies currently exist?

ANSWER: We do not have a set number of temp vacancies

11. Will the contract require the payroll of the current temporary employees?

ANSWER: Only if the current incumbent does receive an award for the bid. Otherwise, we would continue to run the payroll through the incumbent

12. Are their subcontracting goals?

ANSWER: No

13. Do we have to bid on all of the titles?

ANSWER: No

14. Are vendors required to have an office or will out of state vendors be considered?

ANSWER: Vendors are not required to have a local office

15. What are the current pay and bill rates/markups? Please answer the current pay and bill rates portion

ANSWER: Remedy Intelligent Staffing ~32% for temp services and 30% for Employee Leasing AND AUE Staffing 29.88% – 33% depending upon position for temp services and 21.98 for Employee Leasing

16. Will this be an exclusive or non-exclusive contract?

ANSWER: Non-exclusive

17. Temporary Labor versus Employee Leasing Services Clarification:

Do we have to bid on all positions, or can we pick/choose which positions we will submit our bid for?

ANSWER: Proposers do not have to bid on all positions

18. Are we able to omit / remove positions for the bid?

ANSWER: Yes

19. Do you have formal job descriptions available for all positions requested in the bid?

ANSWER: Yes

20. Are you able to share a copy of the current bid winners pricing (historic pricing / current vendors pricing)?

ANSWER: Remedy Intelligent Staffing ~32% for temp services and 30% for Employee Leasing AND AUE Staffing 29.88% – 33% depending upon position for temp services and 21.98 for Employee Leasing

21. How many vendors do you plan on awarding for the new Temporary Labor and/or Employee Leasing Services?

ANSWER: City of Port Orange intends to award to all vendors who are deemed responsive and responsible with no exceptions to the terms and conditions that have competitive rates. We have no set number of vendors in mind.

22. Are we transitioning employees to our payroll, and if so, how many are expected to transition?

ANSWER: Only if the current incumbent does not receive an award for the bid. Otherwise, we would continue to run the payroll through the incumbent.

23. Pages 55-56 are both pages asking for the same information?

ANSWER: Page 55 is for professional references; i.e. industry related, banking, etc. and page 56 is specifically for commercial client list.

24. What is required to be an authorized bidder signee?

ANSWER: All Responses must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. Unsigned Responses Will Be Rejected. All manual signatures must be original - no rubber stamp, photocopy, etc.

END OF ADDENDUM NO. # 1



CITY OF PORT ORANGE

ADDENDUM NO. # 2 **November 22, 2019**

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5718
FAX 386-506-5711
purchdiv@port-orange.org

ITB 19-32 Temporary Employee and Employee **Leasing Services**

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated October 28, 2019 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. Questions & Answers

1) Do all temporary employees provided under this bid require background screening and drug testing regardless of length of assignment?

ANSWER: Yes

2) Are there any specific positions requiring more or less in terms of background screening and drug testing? example: employees dealing with credit cards and or money often are required to have a credit check performed.

ANSWER: Background check and drug screens must be performed at the same level as the City conducts on permanent employees. We typically don't run credit checks.

3) Can you explain what panel drug screen is required?

ANSWER: Not all positions require a drug screen. 10 panel for safety sensitive positions, 5 panel if it were a CDL driver covered under DOT.

4) Are background screens and drug testing costs invoiced separately to the City (the client)?

ANSWER: Historically these have been included in the overall mark up rate.

5) How is ACA handled for temporary employees that qualify and want to participate in the vendors healthcare benefits? Can we bill these costs back to The City (the client)?

ANSWER: The city has not historically paid for these costs.

6) If we only want to bid on positions with a Workers Comp Code 8810, do we have to still provide drivers insurance? (8810 cannot drive any vehicles while working)

ANSWER: No

7). Can you please provide the job descriptions or the links to find the information on the city website?

ANSWER:

<https://portorange.sharepoint.com/:f:/g/hr/EsfEu36rRnpKqlbcytGvy8ABP989YnDrI65oWhBftdx6uA>

END OF ADDENDUM NO. # 2

FORM 7.4 – DRUG-FREE PREFERENCE STATEMENT

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

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

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

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

IOS Acquisition LLC

Name of Business

By:

Printed Name: Vince Puma

Title: CEO

STATE OF New York
COUNTY OF New York

Sworn to (or affirmed) and subscribed before me this 02 day of Dec, 2019, by
Vincent Puma, as CEO of

(NAME)

(TITLE)

IOS Acquisition LLC and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of New York

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

THAE BOK KWEON
NOTARY PUBLIC-STATE OF NEW YORK
No. 01KW6285447
Qualified in Richmond County
My Commission Expires July 08, 2021

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

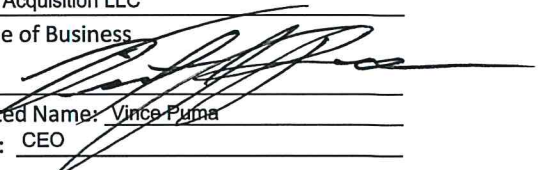
(To be signed in the presence of notary public or other officer authorized to administer oaths.)

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

1. The business address of 555 Madison Ave. 5th Floor New York, NY 10022 (name of Offeror or business) is IOS Acquisition LLC.
2. My relationship to IOS Acquisition LLC (name of Offeror or business) is CEO (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. ~~There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____.~~ A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)

IOS Acquisition LLC

Name of Business

By: 

Printed Name: Vince Puma

Title: CEO

STATE OF New York
COUNTY OF New York

Sworn to (or affirmed) and subscribed before me this 02 day of Dec, 2014, by Vince Puma, as CEO of IOS Acquisition LLC and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.


Notary Public, State of New York

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

THAE BOK KWEON

NOTARY PUBLIC-STATE OF NEW YORK

No. 01KW6285447

ITB 19-32 TEMPORARY EMPLOYEE AND EMPLOYEE LEASING SERVICES

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Qualified in Richmond County

Commission Expires July 08, 2021

FORM 7.6 – ANTI-COLLUSION FORM

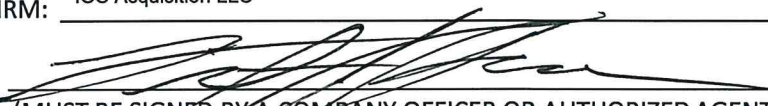
ANTI-COLLUSION STATEMENT BID FORM:

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

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

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

NAME OF FIRM: IOS Acquisition LLC

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

PRINTED SIGNATURE: Vince Puma

TITLE: CEO

ADDRESS: 555 Madison Ave. 5th Floor

CITY: NY STATE: New York ZIP CODE: 10022

TELEPHONE: 212 430-1703 FAX: _____

COMPLETION TIME: _____

F.E.I.N. NUMBER: 47-3378693

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

NO BID (REASON): _____

This document must be completed and returned with your Submittal

FORM 7.7 – STATEMENT OF VENDOR'S QUALIFICATIONS

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

- A. Name of Vendor. IOS Acquisition LLC
- B. Permanent main office address. 555 Madison Ave. 5th Floor New York, NY 10022
- C. Date organized. March 9, 2015
- D. If a corporation, where incorporated. Delaware
- E. How many years have you been engaged in the contracting business under your present firm or trade name? 4 Years
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) IOS holds contracts with NYC HRA ongoing, NYS OGS ongoing, additional clients are listed in references
- G. General character of work performed by your company. Provide temporary staffing and payroll to City, State, Private and Public sector See attached
- H. Have you ever failed to complete any work awarded to you? If so, where and why? No
- I. Have you ever defaulted on a contract? If so, where and why? No
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed. See attached
- K. List your major equipment currently owned or leased. N/A
- L. Experience in work similar to this type of project. See attached
- M. Background and experience of the principal members of your organization, including the officers. See attached
- N. Credit currently available: \$ 6M+ and can be increased as needed.
- O. Give bank reference: Legacy/Texas 5949 Sherry La Dallas, TX 75225 Michael Ansolabehere 214-217-7051
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Yes
- Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Vendor's Qualifications.

IOS Acquisition LLC

Name of Business

By:

Printed Name: Vince Puma

Title: CEO

STATE OF New York

COUNTY OF New York

Sworn to (or affirmed) and subscribed before me this 02 day of Dec, 2015, by Vince Puma, as CEO of IOS Acquisition LLC and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

[Signature]
Notary Public, State of New York

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

THAE BOK KWEON

TARY PUBLIC-STATE OF NEW YORK

No. 01KW6285447

ITB 19-32 TEMPORARY EMPLOYEE AND EMPLOYEE LEASING SERVICES

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Qualified in Richmond County
Commission Expires July 08, 2021



Responses to 7.7 – Statement of Vendors Qualifications

F. Contracts on Hand

J. Projects

Below is a list of current clients, as these are not construction once completed intent is always to bid continuously

NYC Human Resource Administration

PIN 09615B0003

150 Greenwich St 31st Floor

New York, NY 10007

Joyce Edwards's 929 221-5496 edwardsjo@dss.nyc.gov

Contract Term January 1, 2016 - Present

Provide Professional 300+ Temporary Personnel Services Citywide

NYS Office of General Services

Contract No PS67897

Corning Tower

Empire State Plaza

Albany, NY

Cheri McCullough

Contract Management Specialist

Office of General Services

P. (518)402-5552

Provide Temporary Personnel to various State Agencies

Public Consulting Group.

770 E Warm Springs Rd Suite 235

Las Vegas, NV 89119

702 -263-6812

Ara Hester - hara@pcgus.com

Claire South - csouth@pcgus.com

Tim Gillespie - tgillespie@pcgus.com -

Wells Fargo

150 Greenwich St 31st Floor

New York, NY 10007

Alexander Davakis 201 693-2967

Alexander.davakis@wellsfargo.com

Provide Senior IT Professionals



USI Insurance

8th Floor

21600 Oxnard Street

Woodland Hills, CA – 91367

818 251- 3000

Contact - Rebecca [Lititz Rebecca.Libitz@usi.com](mailto:Rebecca.Libitz@usi.com)

Provide USI with various workers comp, general liability and claims adjusters and claims processors.

Afni, Inc.

Human Resource Specialist

1310 Martin Luther King Dr.

Bloomington, IL 61701

Scott Black 309.831.3721

Taneka Robertson

Operations Recruiter

trobertson@acceptanceinsurance.com

Acceptance Insurance

3813 Green Hills Village Drive | Nashville, TN 37215

Office (615) 844-2877 Internal Ext. 61674

Diane M. Pidgeon

Director of Workers Compensation

Advocate Health Care

3075 Highland Parkway, Suite 600

Downers Grove, IL 60515

Phone: 630.929.8196

Email: diane.pidgeon@advocatehealth.com



G. General Character of work performed.

Insurance Overload Services has been in business for over thirty-five years, incorporated in 1983 and developed a reputation for providing on time solutions for technical problems. IOS is one of the largest Professional, IT, Admin and Insurance specific staffing services in North America IOS continues to work on making it one of the largest staffing companies as we expand into multiple industries.

As stated in the cover letter, Insurance Overload Staffing along with Summit Software, Flex Recruitment Plus LTD and Nationwide Screening Service all CRS companies was acquired by Flex Employee Service LLC. The company along with key managers from Corporate Resource Services, which was the holding company of these four companies, has made the move to IOS Acquisitions LLC.

We do not anticipate mergers or divestitures in any portion of our business IOS Acquisition Corporate Office is located in New York with 20 locations throughout the country servicing over 50 regions in the United States and the UK providing similar services. IOS has over 50 internal employees throughout the country.

L. Experience in Similar Work

IOS was heavily involved in staffing in the Insurance, Professional and IT industry and many other key staff from the former company have joined and have come together working diligently evolving the company into a multifunctional staffing company that encompasses a range of Administrative, Office Support, Professional, Pharmaceutical, IT, Education, Temporary Staffing, Payroll, Medical, Industrial, Professional and C-Level.

Presently we are broken down into divisions to increase our services and build our business. Contracts division is building our staffing business through government contracts. IT is building on the Staff Augmentation through Government contracts and Private clients. We have a Pharmaceutical and Legal Division building through private industry and always building our foundation in the Insurance Industry by seeking new clients while maintaining our strong relationships. We will continue to build our business without neglecting what is most important to our clients and our employees.



M. Background and Experience of Key Personnel

Key personnel will be appointed to the County throughout the life of the contract. Below please meet the team designated to the City. As IOS develops the relationship should we find we need to add to our team will we commit all resources to satisfy the needs of the City.

Susan Kennedy who has twenty-five years of experience in the staffing industry and as the VP of National Proposal's would oversee and assist in the transition and manage the contract from inception. Her experience has focused in the government sector securing and establishing relationships throughout the life of each government contract. Having managed 50+ Million in contracts throughout her career will be a key member of managing the contracts. She possesses a Bachelor's Degree in Business Management from St. John's University. Her experience has focused on the Government and Municipality sector, securing, establishing and maintaining relationships throughout the life of each contract. Under previous employment Susan was responsible for securing and managing multi-million dollar contracts providing temporary staffing with a concentration in Florida. Some of the contracts managed by Susan included Volusia County, Seminole County, Miami-Dade County, City of Miami, City of Miami Beach, City of Coral Springs, Broward County, Florida Department of Management Services (Statewide Contract) City of Tallahassee, The School Board of Seminole County, Orange County, Hillsborough County, City of Tampa, City of Jacksonville, followed by New York- NYS Office of General Services, NYC Department of Education, NYC Department of Health NYC Human Resource Services, NYC Department of Buildings, NYC Housing Preservation and Development, NYC Health and Hospitals, Port Authority of NYNJ as well as municipal contract in Pennsylvania, Maine, Rhode Island, New Jersey, Delaware, California, Arizona, Georgia.

Rachel is the Regional Manager. Rachel is responsible for overseeing the strategic initiatives and development of her offices. Rachel brings over 18 years of experience managing, sales and recruitment with progressively responsible positions including Regional Manager, Area Director, Regional Sales Manager, Branch Manager, National Account Manager and Recruiter roles. Proven track record of multiple awards tripling sales growth, recruitment and staff training and development as well as expanding service specialty areas. Experience in Accounting, Finance, Administrative, Call Center, Information Technology and Insurance roles. Recipient of dozens of awards at Adecco and Randstad.



Lateesha Thompson is the Staffing Coordinator working with us since June of 2013. Lateesha assists in recruitment of new employees for local and national business. Maintain relationships with new and existing clients. Search job boards for resumes including, Monster, CareerBuilder and Indeed. Edit, prepare and send resumes to clients. Initiate phone screenings and conduct interviews and assists with weekly payroll for eastern region. She also processes new hire paperwork, including applications, I-9 and W4's. Using Excel daily, keep track of over 300 potential candidates employment status, test results, new hire paperwork, background checks, start dates and messages.

Dustin Rabinowitz is the Payroll Administrator Dustin handles payroll for 500+ employees and acts as liaison between Finance, Human Resources, and corporate executives. Auditing daily and hourly time sheets each week for correct data while monitoring all payroll tax filings and direct deposits.

Answered Questions regarding all aspects of payroll, Health Insurance, and other benefits. On-boarding new hires into BullHorn, processing of relocation paperwork, as applicable. Responsible for initiating background checks and scheduling drug screens in to Nationwide Screening Services. Conversed with internal resources and outside vendors regarding pre-employment requirements, including background checks, fingerprinting, drug tests, and employment verification.

Accounts Receivable Department- Generates a detailed AP ageing report to maintain our vendor accounts paid by Net 30 Net 60, and by Net 90.

Creates weekly invoices via BullHorn to bill to our clients on a timely fashion, then pushed the invoices through to QuickBooks. Work with clients via conference calls, emails, or by attending GoTo meetings to resolve various accounting issues and ensuring our invoices get paid.

Bert DiEugenio has twenty-one years of experience in the Staffing industry and Insurance Industry. Bert is an experienced Regional Manager specializing in recruiting, job placement, interviewing, screening, employee counseling, training, client communication and relationships, sales and marketing.

IOS Acquisitions LLC is broken down into three regions West Coast, Central Coast, East Coast, supported by Human Resources Division, Contracts Division, Payroll Division, VMS Division and IT Division. The Contracts Division is run by Susan Kennedy who has many years and with the experience would head the transition manage the contract, oversee all recruiting, and assure the County is satisfied with the services of IOS Acquisitions LLC if given the chance.



IOS National Recruiting Team is able to provide support to our clients from the West's Coast to the East Coast. The team is comprised of professional and experienced Account Managers and Recruiters who are all skilled in sourcing top talent and matching these individuals to client needs. The National Recruiting Team understands the sense of urgency while ensuring quality is what is delivered to the client. Along with the local recruiter and the NRT, we will satisfy your employment needs within the time allotted for your employment needs and of receipt of authorized requestor.

The IOS team is supported by our Compliance, Human Resource, Legal and IT Departments to help us work for you.

FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

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

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

(Do not include the City of Port Orange)

1. Company Name: NYC Human Resources Administration
Contact Person: Joyce Edwards
City, State: New York, NY
Telephone Number: 929 221-5496
Email Address: edwardsjdss.nyc.gov
Description of goods or
Services provided: Provide professional temporary services citywide
Contract Amount: 20M+
Start/End Date of Contract: January 1, 2016 - Present
2. Company Name: NYS Office of General Services
Contact Person: Cheri McCullough
City, State: New York, NY
Telephone Number: 518 402-5552
Email Address: cheri.mccullough@ogs.ny.gov
Description of goods or
Services provided: Provide temporary personnel to various state agencies.
Contract Amount: 1M
Start/End Date of Contract: 5/2017-Present
3. Company Name: Wells Fargo
Contact Person: Alexander Davakis
City, State: Charlotte, Mineapolis and San Francisco
Telephone Number: 201 693-2967
Email Address: alexander.davakis@wellshargo.com
Description of goods or
Services provided: Staff Senior IT professionals
Contract Amount: \$1.5M
Start/End Date of Contract: Ongoing

This document must be completed and returned with your Submittal.

LISTING OF PREVIOUS EXPERIENCE

Commercial Client List

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

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

	Contact Name	Phone	Current Client? Y or N	Number of years service provided	Description of service
1	Joyce Edwards	929-221-5496	Y	4 years	Provide over 300 professional temporary employees throughout the City of New York including all 5 boroughs.
2	Alexander Davakis	201 693-2967	Y	1.5 years	Provide Senior IT Professionals to augment their teams
3	Sheletha Riley	314 819-4314	Y	3+ Years	Provide admin/clerical and auto adjusters in CA.

This document must be completed and returned with your Submittal.

FORM 7.9 – LISTING OF SUBCONTRACTORS

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

Subcontractor No. 1 None

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 2

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal

FORM 7.10 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

N/A

City of Port Orange

*This declaration is executed under penalty of perjury of the laws to the United States and State of Florida***THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:**RFSQ/RFP/ITN/BID/CONTRACT/PROJECT #(as applicable): ITB-19-32BUSINESS NAME: IOS Acquisition LLCCONTACT PERSON/TITLE: Susan Kennedy, VP of National ProposalsMAILING ADDRESS: 555 Madison Ave. 5th FLCITY-STATE-ZIP: New York, NY 10022Length of Time at Address Provided: 4 yearsPhysical Presence of Business: ☒ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned FranchiseAnd within Legal Boundaries: ☐ The City of Port Orange ☐ Volusia County ☐ The State of State of FloridaFEIN (Federal Employer Identification Number): 47-3378693BUSINESS STRUCTURE: ☐ Corporation ☒ LLC ☐ Partnership ☐ Sole Proprietorship☐ Other (Specify): _____PHONE NUMBER: 212 430-1703

FAX: _____

EMAIL: skennedy@iosstaffing.com**ATTESTATION – I understand that:**

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

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

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

SWORN AND SUBSCRIBED BEFORE ME

[Signature]
SIGNATURE OF NOTARY PUBLIC

NOTARY SEAL

THIS 02 DAY OF Dec, 2015
My Commission Expires: 07/08/2021

THAE BOK KWEON
NOTARY PUBLIC-STATE OF NEW YORK
No. 01KW6286447
Qualified in Richmond County
My Commission Expires July 08, 2021

[Signature]
SIGNATURE OF AFFIANT DATE

Vince Puma / CEO
PRINTED NAME OF AFFIANT / TITLE

IOS Acquisition LLC
COMPANY

This document must be completed and returned with your Submittal



"ATTACHMENT 1" SCHEDULE OF UNIT PRICING

BID FORM
CITY OF PORT ORANGE
ITB # 19-32

TEMPORARY EMPLOYEE AND EMPLOYEE LEASING SERVICES

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

Instruction to save Attachment from DemandStar website:

Perform "File Save As" and save spreadsheet to your computer. Fill in pricing in highlighted cells, preferably electronically.

Bidders are required to complete all fields shaded in green. Column F will be automatically calculated.

NAME OF BUSINESS:	IOS Acquisition LLC
CONTACT PERSON:	Susan Kennedy
EMAIL ADDRESS:	susan@iosacq.com
AUTHORIZED SIGNATURE:	

City of Port Orange Job Classification	City Pay Grade	Workers Comp Code	City Employee Rate of Pay	Employment Services Markup % per All ITB 19-32 Specifications	Employee Rate of Pay
Courier	11	8380	\$10.33	0.00%	\$10.33
Custodian	11	9015	\$10.33	0.00%	\$10.33
Program Leader	11	9102	\$10.33	0.00%	\$10.33
Summer Asst Site Supervisor	11	9102	\$10.33	0.00%	\$10.33
Water Meter Repairman	11	7520	\$10.33	0.00%	\$10.33
Staff Assistant	12	8810	\$11.05	29.00%	\$14.25
Summer Site Supervisor	12	9102	\$11.05	0.00%	\$11.05
Customer Service Representative	13	8810	\$11.82	29.00%	\$15.25
Maintenance Worker	13	9102	\$11.82	0.00%	\$11.82
Records Clerk	13	8810	\$11.82	29.00%	\$15.25
Administrative Assistant	14	8810	\$12.66	29.00%	\$16.33
Assistant Plant Mechanic	14	7520	\$12.66	0.00%	\$12.66
Athletic Field & Facility Technician	14	9102	\$12.66	0.00%	\$12.66
Equipment Operator	14	5509	\$12.66	0.00%	\$12.66
Facilities Maintenance Technician	14	9015	\$12.66	0.00%	\$12.66
Generator Technician	14	8380	\$12.66	0.00%	\$12.66
Permit Licensing Technician	14	8810	\$12.66	29.00%	\$16.33
Records Management Coordinator	14	8810	\$12.66	29.00%	\$16.33
Storekeeper	14	8810	\$12.66	29.00%	\$16.33
Utility Accounts Clerk	14	8810	\$12.66	29.00%	\$16.33
Utility Systems Operator	14	7520	\$12.66	0.00%	\$12.66
Accounting Technician	15	8810	\$13.55	29.00%	\$17.48
Animal Control Officer	15	8810	\$13.55	0.00%	\$13.55
Automotive Mechanic I	15	8380	\$13.55	0.00%	\$13.55
Community Service Officer	15	7720	\$13.55	0.00%	\$13.55
Crew Chief	15	9102	\$13.55	0.00%	\$13.55
Fleet Service Writer	15	8380	\$13.55	0.00%	\$13.55
Heavy Equipment Operator	15	5509	\$13.55	0.00%	\$13.55
Lift Station Mechanic	15	7580	\$13.55	0.00%	\$13.55
PAL Director	15	7720	\$13.55	0.00%	\$13.55
Plant Mechanic	15	7520	\$13.55	0.00%	\$13.55
Program Specialist	15	9102	\$13.55	0.00%	\$13.55
Summer Playground Supervisor	15	9102	\$13.55	0.00%	\$13.55
Utility Accounts Specialist	15	8810	\$13.55	29.00%	\$17.48
Utility Line Locator	15	7520	\$13.55	0.00%	\$13.55
Victim Advocate	15	7720	\$13.55	0.00%	\$13.55
Automotive Mechanic II	16	8380	\$14.49	0.00%	\$14.49

City of Port Orange Job Classification	City Pay Grade	Workers Comp Code	City Employee Rate of Pay	Employment Services Markup % per All Specifications	Employee Rate of Pay
Endocrine Technician	16	7720	\$14.19	0.00%	\$14.19
Quartermaster	16	8810	\$14.19	29.00%	\$18.31
Senior Permit Licensing Technician	16	8810	\$14.19	29.00%	\$18.31
Senior Utility Line Locator	16	7520	\$14.19	0.00%	\$14.19
Assistant City Clerk	17	8810	\$15.51	29.00%	\$20.01
Code Enforcement Officer	17	7720	\$15.51	0.00%	\$15.51
Customer Service Supervisor	17	8810	\$15.51	29.00%	\$20.01
Helpdesk Specialist	17	8810	\$15.51	29.00%	\$20.01
Human Resources Assistant	17	8810	\$15.51	29.00%	\$20.01
Senior Administrative Assistant	17	8810	\$15.51	29.00%	\$20.01
Treatment Plant Operator	17	7520	\$15.51	0.00%	\$15.51
Utility Accounts Supervisor	17	8810	\$15.51	29.00%	\$20.01
Victim Advocate Coordinator	17	7720	\$15.51	0.00%	\$15.51
Buyer	18	8810	\$16.60	29.00%	\$21.41
Chief Lift Station Mechanic	18	7580	\$16.60	0.00%	\$16.60
Chief Plant Mechanic	18	7520	\$16.60	0.00%	\$16.60
Crime Analyst	18	8810	\$16.60	29.00%	\$21.41
Drainage Supervisor	18	5509	\$16.60	0.00%	\$16.60
Executive Assistant to City Manager/COM	18	8810	\$16.60	29.00%	\$21.41
Facilities Maintenance Supervisor	18	9015	\$16.60	0.00%	\$16.60
Field Operations Supervisor	18	7520	\$16.60	0.00%	\$16.60
Grounds Maintenance Supervisor	18	5509	\$16.60	0.00%	\$16.60
Information Technology Specialist	18	8810	\$16.60	29.00%	\$21.41
Instrument Control Technician	18	7580	\$16.60	0.00%	\$16.60
Laboratory Technician	18	7520	\$16.60	0.00%	\$16.60
Meter Services Supervisor	18	7520	\$16.60	0.00%	\$16.60
Parks Supervisor	18	9102	\$16.60	0.00%	\$16.60
Plant Maintenance Electrician	18	7580	\$16.60	0.00%	\$16.60
Records Supervisor	18	8810	\$16.60	29.00%	\$21.41
Recreation Coordinator-Athletics	18	9102	\$16.60	0.00%	\$16.60
Recreation Coordinator-Special Events	18	9102	\$16.60	0.00%	\$16.60
Reserve Police Officer	18	7720	\$16.60	0.00%	\$16.60
Roads & Streets Supervisor	18	5509	\$16.60	0.00%	\$16.60
Drift Supervisor	18	7580	\$16.60	0.00%	\$16.60
Special Events Coordinator	18	9102	\$16.60	0.00%	\$16.60
Accountant I	19	8810	\$17.76	29.00%	\$22.91
Administrative Supervisor	19	8810	\$17.76	29.00%	\$22.91
Assistant Laboratory Manager	19	7520	\$17.76	0.00%	\$17.76
Building Permit Coordinator	19	8810	\$17.76	29.00%	\$22.91

City of Port Orange Job Classification	City Pay Grade	Workers Comp Code	City Employee Rate of Pay	Employment Services Markup % per All Specifications	Employee Rate of Pay
Construction Inspector	19	9410	\$17.76	0.00%	\$17.76
Development Review Technician	19	8810	\$17.76	29.00%	\$22.91
Emergency Management/Public Educator	19	8810	\$17.76	29.00%	\$22.91
Engineering Inspector	19	9410	\$17.76	0.00%	\$17.76
Forester	19	9102	\$17.76	0.00%	\$17.76
Geographic Information System Technician	19	8810	\$17.76	29.00%	\$22.91
Human Resources Administrator	19	8810	\$17.76	29.00%	\$22.91
Paralegal	19	8810	\$17.76	29.00%	\$22.91
Police Accreditation Manager	19	8810	\$17.76	29.00%	\$22.91
Purchasing Agent	19	8810	\$17.76	29.00%	\$22.91
Recreation Supervisor-Special Events	19	9102	\$17.76	0.00%	\$17.76
Recreation Supervisor-Athletics	19	9102	\$17.76	0.00%	\$17.76
Right of Way Agent	19	9410	\$17.76	0.00%	\$17.76
Utility Inspector	19	9410	\$17.76	0.00%	\$17.76
Accountant II	20	8810	\$19.00	29.00%	\$24.51
Applications Administrator	20	8810	\$19.00	29.00%	\$24.51
Building Inspector	20	9410	\$19.00	0.00%	\$19.00
Capital Improvement/Revenue Coordinator	20	8810	\$19.00	29.00%	\$24.51
Code Enforcement Manager	20	7720	\$19.00	0.00%	\$19.00
Engineering Specialist	20	9410	\$19.00	0.00%	\$19.00
Financial Budget Analyst	20	8810	\$19.00	29.00%	\$24.51
Fleet Manager	20	8380	\$19.00	0.00%	\$19.00
Grant/Contract Administrator	20	8810	\$19.00	29.00%	\$24.51

Markup % for TEMPORARY Positions not listed Per All Specifications:	32.00%
Markup % for LEASED Positions not listed Per All Specifications:	27.00%

This document must be completed and returned with your Submittal.

9 FOREIGN LIMITED LIABILITY COMPANY ANNUAL REPORT

FILED
Feb 07, 2019
Secretary of State
1062538251CC

DOCUMENT# M15000003425

Entity Name: IOS ACQUISITION, LLC

Current Principal Place of Business:

MADISON AVE, 5TH FLOOR
NEW YORK, NY 10022

Current Mailing Address:

5 MADISON AVE, 5TH FLOOR
NEW YORK, NY 10022

File Number: 47-3378693

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

FORP SERVICES, INC
388 67TH COURT NORTH
LAHATCHEE, FL 33470 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title: AUTHORIZED REP
Name: THAE, KWEON
Address: 555 MADISON AVE, 5TH FLOOR
City-State-Zip: NEW YORK NY 10022

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: THAE KWEON

CONSULTANT

02/07/2019

Electronic Signature of Signing Authorized Person(s) Detail

Date



Department of State

I certify the attached is a true and correct copy of the application by IOS ACQUISITION, LLC, a Delaware limited liability company, authorized to transact business within the state of Florida on May 4, 2015, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H15000107583. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this limited liability company is M15000003425.

Authentication Code: 515A00009181-050515-M15000003425-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Fifth day of May, 2015



Ken Detzner
Ken Detzner
Secretary of State

May 5, 2015

IOS ACQUISITION, LLC
555 MADISON AVE, 5TH FLOOR
NEW YORK, NY 10022

Qualification documents for IOS ACQUISITION, LLC were filed on May 4, 2015, and assigned document number M15000003425. Please refer to this number whenever corresponding with this office.

Your limited liability company is authorized to transact business in Florida as of the file date.

The certification you requested is enclosed. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H15000107583.

To maintain "active" status with the Division of Corporations, an annual report must be filed yearly between January 1st and May 1st beginning in the year following the file date or effective date indicated above. If the annual report is not filed by May 1st, a \$400 late fee will be added.

A Federal Employer Identification Number (FEI/EIN) will be required when this report is filed. Apply today with the IRS online at:

<https://sa.www4.irs.gov/modiein/individual/index.jsp>

Please notify this office if the limited liability company address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding this matter, please contact this office at the address given below.

Jenna D Harris
Regulatory Specialist II
Registration/Qualification Section
Division of Corporations

Letter Number: 515A00009181

TTIS 000107583 3

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: IOS ACQUISITION, LLC
Name of Limited Liability Company

The enclosed "Application by Foreign Limited Liability Company for Authorization to Transact Business in Florida," Certificate of Existence, and check are submitted to register the above referenced foreign limited liability company to transact business in Florida.

Please return all correspondence concerning this matter to the following:

Nicole Garcia

Name of Person

InCorp Services, Inc.

Firm/Company

2360 Corporate Circle - Suite 400

Address

Henderson, NV 89074-7739

City/State and Zip Code

managedreports@incorp.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Nicole Garcia for Incorp Services Inc.

at

(800) 246-2677

Name of Contact Person

Area Code

Daytime Telephone Number

MAILING ADDRESS:

Division of Corporations
Registration Section
P.O. Box 6327
Tallahassee, FL 32314

STREET ADDRESS:

Division of Corporations
Registration Section
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Enclosed is a check for the following amount:

☐ \$125.00 Filing Fee

☐ \$130.00 Filing Fee &
Certificate of Status

☒ \$155.00 Filing Fee &
Certified Copy

☐ \$160.00 Filing Fee, Certificate
of Status & Certified Copy

TTIS 000107583 3

TTIS 00010 1583 3

APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY FOR AUTHORIZATION TO TRANSACTION BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 605.0902, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A
FOREIGN LIMITED LIABILITY COMPANY TO TRANSACTION BUSINESS IN THE STATE OF FLORIDA:

1. IOS ACQUISITION, LLC

(Name of Foreign Limited Liability Company; must include "Limited Liability Company," "LLC," or "L.L.C.")

(If name unavailable, enter alternate name adopted for the purpose of transacting business in Florida. The alternate name must include "Limited Liability Company," "LLC," or "L.L.C.")

2. Delaware

(Jurisdiction under the law of which foreign limited liability company is organized)

3. 47-3378693

(FBI number, if applicable)

4. Upon Registration

(Date first transacted business in Florida, if prior to registration.)
(See sections 605.0904 & 605.0905, F.S. to determine penalty liability)

5. 555 Madison Ave, 5th Floor

New York, NY 10022

(Street Address of Principal Office)

6. 555 Madison Ave, 5th Floor

New York, NY 10022

(Mailing Address)

7. The name, title or capacity and address of the person(s) who has/have authority to manage is/are:

Scott Hartman, Member 555 Madison Ave, New York, NY 10022

8. Attached is an original certificate of existence, no more than 90 days old, duly authenticated by the official having custody of records in the jurisdiction under the law of which it is organized. (A photocopy is not acceptable. If the certificate is in a foreign language, a translation of the certificate under oath of the translator must be submitted)

✓ Scott Hartman

Signature of an authorized person

(In accordance with section 605.0203, F.S., the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.)

Scott Hartman

Typed or printed name of signee

2015 MAY -4 AM 8:05
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

H150001075833

HIS0001075833

CERTIFICATE OF DESIGNATION OF REGISTERED AGENT/REGISTERED OFFICE

PURSUANT TO THE PROVISIONS OF SECTION 605.0113 or 605.0902 (1)(d), FLORIDA STATUTES, THE UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS THE FOLLOWING STATEMENT TO DESIGNATE A REGISTERED OFFICE AND REGISTERED AGENT IN THE STATE OF FLORIDA.

1. The name of the Limited Liability Company is:

IOS ACQUISITION, LLC

If unavailable, the alternate to be used in the state of Florida is:

2. The name and the Florida street address of the registered agent and office are:

InCorp Services, Inc.

(Name)

17888 67th Court North

Florida Street Address (P.O. Box NOT ACCEPTABLE)

Loxahatchee

FL 33470

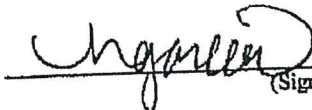
City/State/Zip

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2015 MAY -4 AM 8:05

FILED

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, Florida Statutes.


(Signature)

Nicole Garcia on behalf of InCorp Services, Inc.

\$ 100.00	Filing Fee for Application
\$ 25.00	Designation of Registered Agent
\$ 30.00	Certified Copy (optional)
\$ 5.00	Certificate of Status (optional)

HIS0001075833

HIS 0000 1833 3

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "IOS ACQUISITION, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FIRST DAY OF MAY, A.D. 2015.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE NOT BEEN ASSESSED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "IOS ACQUISITION, LLC" WAS FORMED ON THE NINTH DAY OF MARCH, A.D. 2015.



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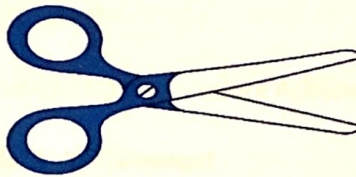
You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 2339830

DATE: 05-01-15

H150001075833

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



SEALED BID • DO NOT OPEN

SEALED BID NO.

ITB #19-32

BID TITLE:

**TEMPORARY EMPLOYEE AND
EMPLOYEE LEASING SERVICES**

DUE DATE/TIME:

December 3, 2019 at 2:30 P.M.

BID OPENING DATE: December 3, 2019

SUBMITTED BY:

EBYTE TECHNOLOGIES INC.,

(Name of Company)

**ADDRESS: 8751 W Broward Blvd.
, Suite 109 Plantation, FL 33324**

DELIVER TO:

**City of Port Orange City Clerk's Office
Attn: Joseph Castro
Buyer
Finance Department
1000 City Center Circle
Port Orange, Florida 32129**

DATE/TIME RECEIVED:

(To be stamped by Clerk's Office)

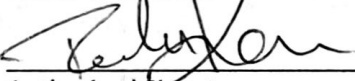
SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

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

BY: EBYTE TECHNOLOGIES INC.,

Name of Business



Authorized Signature

27-11-2019

Date

This document must be completed and returned with your Submittal

FORM 7.2 – VENDOR'S ACKNOWLEDGEMENT FORM

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

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

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

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

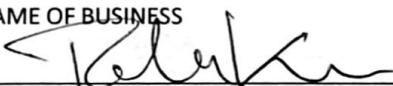
I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth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

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

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

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

EBYTE TECHNOLOGIES INC.,
NAME OF BUSINESS


AUTHORIZED SIGNATURE

RAHUL KONE
NAME, TITLE, TYPED

27-1149477
FEDERAL IDENTIFICATION #

STATE OF **FLORIDA** COUNTY OF **MIAMI** *Broward*

8751 WEST BROWARD BLVD , UNIT 109
PLANTATION, FLORIDA

MAILING ADDRESS

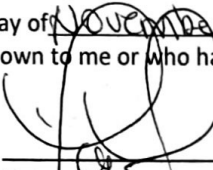
33324
CITY, STATE & ZIP CODE

786-899-2800
TELEPHONE NUMBER / FAX I

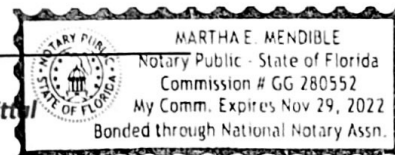
rahul@ebytetechnologies.com
E-MAIL ADDRESS

The foregoing instrument was acknowledged before me this day of *November* *29*, 2019 by *Rahul Chandra Kone*, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires: *11/29/2022*


Notary Public

This document must be completed and returned with your Submittal



FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

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

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

Addendum # 1 Date: November 8, 2019 Addendum # 2 Date: November 22, 2019

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

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

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

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

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

EBYTE TECHNOLOGIES INC.,

Name of Business

By: [Signature]

Printed Name: RAHUL KONE

Title: VP STRATEGIC ACCOUNT MANAGEMENT

STATE OF FLORIDA

COUNTY OF MIAMI Broward

Sworn to (or affirmed) and subscribed before me this 29 day of November, 2019, by
Rahul Chandra Kone as VP of
(NAME) (TITLE)
Strategic Account Management and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

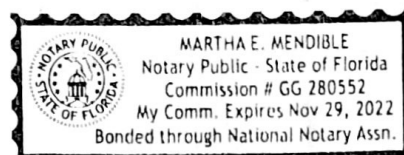
☐ is personally known to me; or

☒ has produced FDK500723832681 identification.

[Signature]
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal



FORM 7.4 – DRUG-FREE PREFERENCE STATEMENT

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

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

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

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

EBYTE TECHNOLOGIES INC.,

Name of Business

By: [Signature]

Printed Name: **RAHUL KONE**

Title: **VP STRATEGIC ACCOUNT MANAGEMENT**

STATE OF **FLORIDA**

COUNTY OF **MIAMI Dade**

Sworn to (or affirmed) and subscribed before me this 29 day of November, 2019, by Rahul Chandra Kone, as VP of

Strategic Account Management (NAME OF ORGANIZATION) and who:

[Notary: Please select one]

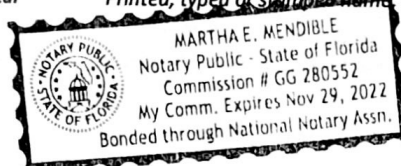
☐ is personally known to me; or

☒ has produced FULLKS00723837681 as identification.

This document must be completed and returned with your Submittal

[Signature]
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



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

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

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

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

EBYTE TECHNOLOGIES INC.,

Name of Business

By: _____

Printed Name: **RAHUL KONE**

Title: **VP STRATEGIC ACCOUNT MANAGEMENT**

STATE OF **FLORIDA**

COUNTY OF **MIAMI Dade**

Sworn to (or affirmed) and subscribed before me this 29 day of November, 2019, by Bahul Chandra Kone as VP of Strategic Account Management and who:

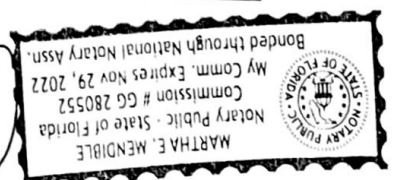
[Notary: Please select one]

☐ is personally known to me; or

☒ has produced FDX 150072383621 as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



This document must be completed and returned with your Submittal

FORM 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

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

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

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

NAME OF FIRM: **EBYTE TECHNOLOGIES INC.,**

SIGNED BY: **RAHUL KONE**
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: 

TITLE: **VP STRATEGIC ACCOUNT MANAGEMENT**

ADDRESS: **8751 WEST BROWARD BLVD, UNIT 109, PLANTATION,**

CITY: STATE: **FLORIDA** ZIP CODE: **33324**

TELEPHONE: FAX: **Telephone :786-899-2800 FAX: 866-903-5298**

COMPLETION TIME: **TWO YEARS**

F.E.I.N. NUMBER: **27-1149477**

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

NO BID (REASON): **NOT APPLICABLE**

This document must be completed and returned with your Submittal

FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

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

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

(Do not include the City of Port Orange)

1. Company Name: BOOKING NINJAS
Contact Person: DAVID HARROCH
City, State: NEW YORK , EAST COAST
Telephone Number: 917-600-2345
Email Address: ceo@booking ninjas.com
Description of goods or
Services provided: IT STAFF AUGMENTATION
Contract Amount: \$ 300000
Start/End Date of Contract: JUNE 2018 - PRESENT
2. Company Name: CARNIVAL CORPORATION
Contact Person: ANNU ARORA
City, State: MIAMI, FLORIDA
Telephone Number: 305-778-5750
Email Address: aarora@carnival.com,
Description of goods or
Services provided: STAFF AUGMENTATION
Contract Amount: \$ 95,000
Start/End Date of Contract: APRIL 2018 - PRESENT
3. Company Name: PROLIFICS
Contact Person: MAHESH SRIPADA
City, State: _____
Telephone Number: 646-380-2891
Email Address: mahesh.sripada@prolifics.com
Description of goods or
Services provided: IT and Non IT STAFF AUGMENTATION
Contract Amount: \$ 250000 PER YEAR
Start/End Date of Contract: SEPTEMBER 2015- PRESENT

This document must be completed and returned with your Submittal.

LISTING OF PREVIOUS EXPERIENCE

Commercial Client List

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

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

	Contact Name	Phone	Current Client? Y or N	Number of years service provided	Description of service
1	DAVID HARROCH	917-600-2345	YES	1 YEAR 5 MONTHS	IT STAFF AUGMENTATION
2	ANNU ARORA	305-778-5750	YES	1 YEAR 7 MONTHS	STAFF AUGMENTATION
3	MAHESH SRIPADA	646-380-2891	YES	4 YEARS	IT and NON IT STAFF AUGMENTATION

This document must be completed and returned with your Submittal.

FORM 7.9 – LISTING OF SUBCONTRACTORS

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

Subcontractor No. 1

Name: _____ **NOT APPLICABLE**
Description of Work: _____ **NOT APPLICABLE**
Percent of Contract Price: _____ **NOT APPLICABLE**
Previous Experience Together: Yes/No **NOT APPLICABLE**

Subcontractor No. 2

Name: _____ **NOT APPLICABLE**
Description of Work: _____ **NOT APPLICABLE**
Percent of Contract Price: _____ **NOT APPLICABLE**
Previous Experience Together: Yes/No **NOT APPLICABLE**

Subcontractor No. 3

Name: _____ **NOT APPLICABLE**
Description of Work: _____ **NOT APPLICABLE**
Percent of Contract Price: _____ **NOT APPLICABLE**
Previous Experience Together: Yes/No **NOT APPLICABLE**

Subcontractor No. 4

Name: _____ **NOT APPLICABLE**
Description of Work: _____ **NOT APPLICABLE**
Percent of Contract Price: _____ **NOT APPLICABLE**
Previous Experience Together: Yes/No **NOT APPLICABLE**

Subcontractor No. 5

Name: _____ **NOT APPLICABLE**
Description of Work: _____ **NOT APPLICABLE**
Percent of Contract Price: _____ **NOT APPLICABLE**
Previous Experience Together: Yes/No **NOT APPLICABLE**

This document must be completed and returned with your Submittal

FORM 7.10 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

*This declaration is executed under penalty of perjury of the laws to the United States and State of Florida***THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:**RFSQ/RFP/ITN/BID/CONTRACT/PROJECT #(as applicable): ITB # 19-32BUSINESS NAME: EBYTE TECHNOLOGIES INC.,CONTACT PERSON/TITLE: RAHUL KONE VP, STRATEGIC ACCOUNT MANAGEMENTMAILING ADDRESS: 8751 WEST BROWARD BLVD, UNIT 109, PLANTATION, FL 33324CITY-STATE-ZIP: 33324Length of Time at Address Provided: 9 YEARSPhysical Presence of Business: ☒ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned FranchiseAnd within Legal Boundaries: ☐ The City of Port Orange ☐ Volusia County ☒ The State of State of FloridaFEIN (Federal Employer Identification Number): 27-1149477BUSINESS STRUCTURE: ☒ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship☐ Other (Specify): _____PHONE NUMBER: 786-899-2800 FAX: 866-903-5298EMAIL: rahul@ebytetechnologies.com**ATTESTATION – I understand that:**

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

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

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

SWORN AND SUBSCRIBED BEFORE ME

SIGNATURE OF NOTARY PUBLIC

THIS 29 DAY OF November, 2019

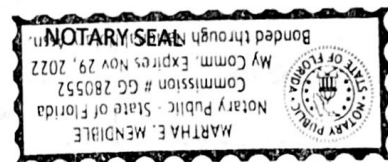
My Commission Expires: _____

SIGNATURE OF AFFIANT Rahul Kone 11/29/19
DATE**RAHUL KONE, VP STRATEGIC ACCOUNT MANAGEMENT**

PRINTED NAME OF AFFIANT / TITLE

EBYTE TECHNOLOGIES INC.,

COMPANY

This document must be completed and returned with your Submittal

FORM 7.7 – STATEMENT OF VENDOR'S QUALIFICATIONS

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

A. Name of Vendor :

EBYTE TECHNOLOGIES INC.

B. Permanent main office address:

8751 WEST BROWARD BLVD, UNIT 109, PLANTATION, FL 33324

C. Date organized :

1st February 2009

D. If a corporation, where incorporated:

8751 WEST BROWARD BLVD, UNIT 109, PLANTATION, FL 33324

E. How many years have you been engaged in the contracting business under your present firm or trade name? :

10 Years

F. Contracts on hand: (Schedule these, showing the amount of each contract and the appropriate anticipated dates of completion.)

SL No	Contract with	Amount	Completion Dates (Tentative)
1	Booking Ninjas	\$ 220,000.00 (Approx)	2022
2	Army and Air Force Exchange Service	\$ 1,20,000.00 (Approx)	2020
3	Prolifics	\$ 1,300,000.00 (Approx)	2021
4	Carnival Corporation	\$ 120,000.00 (Approx)	2020

5	Mercury Insurance	\$ 240K Per year	2020
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G. General character of work performed by your company.

- Technical and Non Technical workforce Outsourcing
- Technology Consulting
- Quality Assurance
- Application Development
- Application Support
- Change Management
- Project Management

H. Have you ever failed to complete any work awarded to you? If so, where and why?

NO

I. Have you ever defaulted on a contract? If so, where and why?

NO

J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.

Project	Cost	Completion Date
Staff augmentation for <u>Booking Ninjas</u>	\$ 220,000.00 (Approx)	June 2022
Staff augmentation for <u>Carnival Corporation</u>	\$ 120,000.00 (Approx)	September 2020
IT and Non IT Staff Augmentation for <u>Prolifics</u>	\$ 1,300,000.00 (Approx)	On-going : Need Basis Outsourcing

K. List your major equipment currently owned or leased.

NOT APPLICABLE

L. Experience in work similar to this type of project.

Ebyte technologies has a decade (10 Years) of experience in staffing and recruiting permanent as well as temporary positions with private and public entities.

M. Background and experience of the principal members of your organization, including the officers.

Name and proposed role on the project team	Staffing Experience	Expertise with similar contracts
Maria Budylna - VP Recruiting	• Served as the director of recruiting for more than 2 years (September 2015-August 2017) at Datson3690 LLC. • Got promoted as VP of recruitment since 2017 at Ebyte technologies Inc.,	• Developed recruitment plans for the company. • Managed 4 recruiting Managers and twenty plus recruiters. • Hired and trained six recruiting Managers. • Took company from 650 to 1000 in nurse head count. • Grew recruitment numbers from 212 to 500 in a two month period.
Andre Brevil - Accounts Manager	• Over 20 years of experience in the recruitment industry • Coached and counseled temporary employees on how to successfully complete client assignments and provided training to encourage and promote skill upgrade and placement eligibility. • Conducted service and performance evaluations to ensure client satisfaction.	• Sourcing and full life cycle recruitment. • Building and maintaining relations with stakeholders (hiring managers, key leaders and HR partners). • Staffed the Shipboard segment at 90% or better for six consecutive years while facing a 60% attrition rate. • Developed, executed, and managed a comprehensive training program for new hires that allowed for rapid and seamless transition into the organization. • Monitored temporary employee attendance and performance via Quality Performance program. • Acted as a liaison between clients and temporary employees, resolving any issues or concerns

	• Tracked applicant's acceptances and declines, managed candidate slates, and prepared reports. • Initiated applicant background checks to maintain compliance with policies.	that either may have encountered or foresee. • Utilized staffing-related technology and met all compliance policies and procedures. • Interpreted company policies and ensured consistent practice while maintaining strict standards of confidentiality in handling company sensitive information, reports, and correspondence.
Corey Vinson - Account Manager	• Over 14 years of experience in the recruiting industry • Completed the entire onboarding process including I9 employment verifications, W4 tax forms, reference checks, background checks, drug screens etc. • Sourced, interviewed, evaluated and recruited candidates utilizing various methods to build a well-qualified pool of candidates ranging from recent college graduates to seasoned executives.	• Developed and updated client budget reports on a weekly basis. • Worked with HR Director to ensure compliance of federal and state employment. • Developed and maintained reports to track candidate and requisition-based activities and oversaw timesheet process.. • Closely monitored staffing changes and needs to anticipate and fill vacancies in a timely manner. • Served as primary point of contact for organization's hiring manager • Owned full cycle recruiting process, candidate selection to hire, ensured a positive candidate experience for six entities.

N. Credit currently available:

\$ 100,000.00

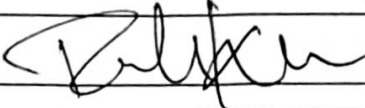
O. Give bank reference:

Kabbage Financials

P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?

YES

Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Vendor's Qualifications.

Name of Business	EBYTE TECHNOLOGIES INC.,
By:	
Printed Name:	RAHUL KONE
Title:	VP STRATEGIC ACCOUNT MANAGEMENT

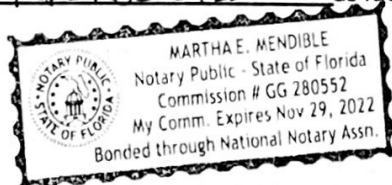
STATE OF Florida
COUNTY OF Broward

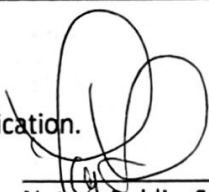
Sworn to (or affirmed) and subscribed before me this 29 day of November, 2019, by Rahul Chandra Kone, as VP of Strategic Account Management and who:

[Notary: Please select one]

☐ is personally known to me; or

☒ has produced FDL K5007238 2081 as identification.




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

This document must be completed and returned with your Submittal



"ATTACHMENT 1" SCHEDULE OF UNIT PRICING

BID FORM

Causeway Park North Boat Ramp Tending Docks Replacement

ITB # 19-32

TEMPORARY EMPLOYEE AND EMPLOYEE LEASING SERVICES

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

Instruction to save Attachment from DemandStar website:

Perform "File Save As" and save spreadsheet to your computer. Fill in pricing in highlighted cells, preferably electronically.

Bidders are required to complete all fields shaded in green. Column F will be automatically calculated.

NAME OF BUSINESS:	EBYTE TECHNOLOGIES INC.,
CONTACT PERSON:	RAHUL KONE , VP STRATEGIC ACCOUNT MANAGEMENT
EMAIL ADDRESS:	rahul@ebytetechnologies.com
AUTHORIZED SIGNATURE:	

City of Port Orange Job Classification	City Pay Grade	Workers Comp Code	City Employee Rate of Pay	Employment Services Markup % per All ITB 19-32 Specifications	Employee Rate of Pay
Courier	11	8380	\$10.33	19.00%	\$12.29
Custodian	11	9015	\$10.33	19.00%	\$12.29
Program Leader	11	9102	\$10.33	19.00%	\$12.29
Summer Asst Site Supervisor	11	9102	\$10.33	19.00%	\$12.29
Water Meter Repairman	11	7520	\$10.33	19.00%	\$12.29
Staff Assistant	12	8810	\$11.05	19.00%	\$13.15
Summer Site Supervisor	12	9102	\$11.05	19.00%	\$13.15
Customer Service Representative	13	8810	\$11.82	19.00%	\$14.07
Maintenance Worker	13	9102	\$11.82	19.00%	\$14.07
Records Clerk	13	8810	\$11.82	19.00%	\$14.07
Administrative Assistant	14	8810	\$12.66	19.00%	\$15.07
Assistant Plant Mechanic	14	7520	\$12.66	19.00%	\$15.07
Athletic Field & Facility Technician	14	9102	\$12.66	19.00%	\$15.07
Equipment Operator	14	5509	\$12.66	19.00%	\$15.07
Facilities Maintenance Technician	14	9015	\$12.66	19.00%	\$15.07
Generator Technician	14	8380	\$12.66	19.00%	\$15.07
Permit Licensing Technician	14	8810	\$12.66	19.00%	\$15.07
Records Management Coordinator	14	8810	\$12.66	19.00%	\$15.07
Storekeeper	14	8810	\$12.66	19.00%	\$15.07

Utility Accounts Clerk	14	8810	\$12.66	19.00%	\$15.07
Utility Systems Operator	14	7520	\$12.66	19.00%	\$15.07
Accounting Technician	15	8810	\$13.55	19.00%	\$16.12
Animal Control Officer	15	8831	\$13.55	19.00%	\$16.12
Automotive Mechanic I	15	8380	\$13.55	19.00%	\$16.12
Community Service Officer	15	7720	\$13.55	19.00%	\$16.12
Crew Chief	15	9102	\$13.55	19.00%	\$16.12
Fleet Service Writer	15	8380	\$13.55	19.00%	\$16.12
Heavy Equipment Operator	15	5509	\$13.55	19.00%	\$16.12
Lift Station Mechanic	15	7580	\$13.55	19.00%	\$16.12
PAL Director	15	7720	\$13.55	19.00%	\$16.12
Plant Mechanic	15	7520	\$13.55	19.00%	\$16.12
Program Specialist	15	9102	\$13.55	19.00%	\$16.12
Summer Playground Supervisor	15	9102	\$13.55	19.00%	\$16.12
Utility Accounts Specialist	15	8810	\$13.55	19.00%	\$16.12
Utility Line Locator	15	7520	\$13.55	19.00%	\$16.12
Victim Advocate	15	7720	\$13.55	19.00%	\$16.12
Automotive Mechanic II	16	8380	\$14.49	19.00%	\$17.24

City of Port Orange Job Classification	City Pay Grade	Workers Comp Cod	City Employee Rate of Pay	Employment Services Markup per All Specifications %	Employee Rate of Pay
Evidence Technician	16	7720	\$14.19	19.00%	\$16.89
Quartermaster	16	8810	\$14.19	19.00%	\$16.89
Senior Permit Licensing Technician	16	8810	\$14.19	19.00%	\$16.89
Senior Utility Line Locator	16	7520	\$14.19	19.00%	\$16.89
Assistant City Clerk	17	8810	\$15.51	19.00%	\$18.46
Code Enforcement Officer	17	7720	\$15.51	19.00%	\$18.46
Customer Service Supervisor	17	8810	\$15.51	19.00%	\$18.46
Helpdesk Specialist	17	8810	\$15.51	19.00%	\$18.46
Human Resources Assistant	17	8810	\$15.51	19.00%	\$18.46
Senior Administrative Assistant	17	8810	\$15.51	19.00%	\$18.46
Treatment Plant Operator	17	7520	\$15.51	19.00%	\$18.46
Utility Accounts Supervisor	17	8810	\$15.51	19.00%	\$18.46
Victim Advocate Coordinator	17	7720	\$15.51	19.00%	\$18.46
Buyer	18	8810	\$16.60	19.00%	\$19.75
Chief Lift Station Mechanic	18	7580	\$16.60	19.00%	\$19.75
Chief Plant Mechanic	18	7520	\$16.60	19.00%	\$19.75
Crime Analyst	18	8810	\$16.60	19.00%	\$19.75
Drainage Supervisor	18	5509	\$16.60	19.00%	\$19.75
Executive Assistant to City Manager/Of	18	8810	\$16.60	19.00%	\$19.75
Facilities Maintenance Supervisor	18	9015	\$16.60	19.00%	\$19.75

Field Operations Supervisor	18	7520	\$16.60	19.00%	\$19.75
Grounds Maintenance Supervisor	18	5509	\$16.60	19.00%	\$19.75
Information Technology Specialist	18	8810	\$16.60	19.00%	\$19.75
Instrument Control Technician	18	7580	\$16.60	19.00%	\$19.75
Laboratory Technician	18	7520	\$16.60	19.00%	\$19.75
Meter Services Supervisor	18	7520	\$16.60	19.00%	\$19.75
Parks Supervisor	18	9102	\$16.60	19.00%	\$19.75
Plant Maintenance Electrician	18	7580	\$16.60	19.00%	\$19.75
Records Supervisor	18	8810	\$16.60	19.00%	\$19.75
Recreation Coordinator-Athletics	18	9102	\$16.60	19.00%	\$19.75
Recreation Coordinator-Special Events	18	9102	\$16.60	19.00%	\$19.75
Reserve Police Officer	18	7720	\$16.60	19.00%	\$19.75
Roads & Streets Supervisor	18	5509	\$16.60	19.00%	\$19.75
Shift Supervisor	18	7580	\$16.60	19.00%	\$19.75
Special Events Coordinator	18	9102	\$16.60	19.00%	\$19.75
Accountant I	19	8810	\$17.76	19.00%	\$21.13
Administrative Supervisor	19	8810	\$17.76	19.00%	\$21.13
Assistant Laboratory Manager	19	7520	\$17.76	19.00%	\$21.13
Building Permit Coordinator	19	8810	\$17.76	19.00%	\$21.13

City of Port Orange Job Classification	City Pay Grade	Workers Comp Cod	City Employee Rate of Pay	Employment Services Markup % per All Specifications	Employee Rate of Pay
Construction Inspector	19	9410	\$17.76	19.00%	\$21.13
Development Review Technician	19	8810	\$17.76	19.00%	\$21.13
Emergency Management/Public Education	19	8810	\$17.76	19.00%	\$21.13
Engineering Inspector	19	9410	\$17.76	19.00%	\$21.13
Forester	19	9102	\$17.76	19.00%	\$21.13
Geographic Information System Technician	19	8810	\$17.76	19.00%	\$21.13
Human Resources Administrator	19	8810	\$17.76	19.00%	\$21.13
Paralegal	19	8810	\$17.76	19.00%	\$21.13
Police Accreditation Manager	19	8810	\$17.76	19.00%	\$21.13
Purchasing Agent	19	8810	\$17.76	19.00%	\$21.13
Recreation Supervisor Special Events	19	9102	\$17.76	19.00%	\$21.13
Recreation Supervisor-Athletics	19	9102	\$17.76	19.00%	\$21.13
Right of Way Agent	19	9410	\$17.76	19.00%	\$21.13
Utility Inspector	19	9410	\$17.76	19.00%	\$21.13
Accountant II	20	8810	\$19.00	19.00%	\$22.61
Applications Administrator	20	8810	\$19.00	19.00%	\$22.61
Building Inspector	20	9410	\$19.00	19.00%	\$22.61
Capital Improvement/Revenue Coordinator	20	8810	\$19.00	19.00%	\$22.61

Code Enforcement Manager	20	7720	\$19.00	19.00%	\$22.61
Engineering Specialist	20	9410	\$19.00	19.00%	\$22.61
Financial Budget Analyst	20	8810	\$19.00	19.00%	\$22.61
Fleet Manager	20	8380	\$19.00	19.00%	\$22.61
Grant/Contract Accountant	20	8810	\$19.00	19.00%	\$22.61

Markup % for TEMPORARY Positions not listed Per All Specifications:	25.00%
Markup % for LEASED Positions not listed Per All Specifications:	25.00%

ment must be completed and returned with your Su

2019 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P11000018606

Entity Name: EBYTE TECHNOLOGIES INC.

Current Principal Place of Business:

8751 WEST BROWARD BLVD
UNIT 109
PLANTATION, FL 33324

Current Mailing Address:

8751 WEST BROWARD BLVD
UNIT 109
PLANTATION, FL 33324 US

FEI Number: 27-1149477

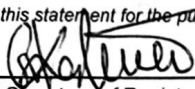
Certificate of Status Desired: No

Name and Address of Current Registered Agent:

FELDMAN, BENNETT
2655 LEJEUNE ROAD
SUITE # 514
CORAL GABLES, FL 33134 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:



Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title PD
Name KASTURIA, SAROJ
Address 8751 W BROWARD BLVD.,
SUITE 109
City-State-Zip: PLANTATION FL 33324

Title TSD
Name KASTURIA, RAMESH
Address 8751 W BROWARD BLVD.,
SUITE 109
City-State-Zip: PLANTATION FL 33324

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: RAMESH KASTURIA

DIRECTOR

04/15/2019

Electronic Signature of Signing Officer/Director Detail

Date

THIS CERTIFIES THAT

Ebyte Technologies, Inc.



* Nationally certified by the: **FLORIDA STATE MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 541512; 541511

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

11/01/2019

Issued Date

FL06038

Certificate Number

11/01/2020

Expiration Date


Adrienne Trimble



Beatrice Louissaint, President & CEO

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

Certify, Develop, Connect, Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

City of Port Orange, Florida

ITB #19-32

**Temporary Employee and Employee Leasing
Services**

Presented by:

Ven LLC DBA Daytona Employment

609 S. Ridgewood Ave.

Daytona Beach, FL 32114

Contact: Claire Venables

Telephone: (386) 253-3333 Fax: (386)255-0033

Email: Claire@daytonaemployment.com

Date: December 3, 2019 @ 2:30pm

Daytona Employment was established in 1921 and incorporated in Florida. Ven LLC (DBA Daytona Employment), purchased Daytona Employment (DE) in October 2002 and has been doing business since from 609 South Ridgewood Ave, Daytona Beach FL, 32114. DE specializes in providing total recruitment solutions throughout Volusia and Flagler counties including, Temporary employees, Temporary to Hire employees, Direct Hire placement, and Payroll Administration.

DE manages a good blend of business which does change to support market trends. Currently; 60% Temporary to Hire, 35% Temporary Hire, and 5% Direct Hire. DE invoices approximately 35 client companies each week.

Clients include but not limited to:

- Florida health Care Plans- Ongoing account since 2008.
- City of Ormond Beach- Ongoing client since 2014.
- Halifax Health- Ongoing client since 2008.
- County of Volusia- 5-year contract until 2020.

Daytona Employment has been awarded News Journal's Best Employment Agency around and inducted into the Hall of Fame for our 20 Years of Successful Awards.

We pride ourselves on our excellent level of customer service, execution of tasks, and successful results. We have never failed in completion or defaulted a contract or project.

DE's on boarding process is second to none. All candidates are invited to undergo a complete background screen prior to registration with DE using MacData Background Screening as our local vendor. Upon our client's request, candidates are drug screened in-house or laboratory tested and within 72 hours of employment commencement, E-Verified.

DE owns all our business assets, apart from our leased photocopier. We are a self-funded staffing agency and utilize a vendor to process our weekly payroll.

My staff and I have over 100 years combined experience within the recruiting industry throughout all industry types and positions including but not limited to:

- Administration/ Clerical
- Customer Service
- Receptionist
- Marketing
- Sales
- Insurance
- Human Resources
- Engineering
- IT/ High-tech
- Light Industrial

The owners of Daytona Employment, Claire and Mark Venables, have been working within the Recruitment Industry for 25 years with recruiter, management, and owner capacities.

Ven LLC, DBA Daytona Employment; are in a strong financial situation. We are self-funded and have a line of credit available when needed. Our banking relationship is with Ameris located in Ormond Beach, Florida.

On request, I will gladly furnish any additional financial information and insurance documentation in order for Daytona Employment to secure ITB #19-32 as a vendor.



Phone (386) 253-3333 Fax (386) 255-0033
609 S. Ridgewood Avenue, Daytona Beach, FL 32114
info@daytonaemployment.com
www.daytonaemployment.com

Serving East Central Florida Since 1921



DE **DAYTONA EMPLOYMENT**
THE RIGHT PERSONNEL



THE RIGHT PERSONNEL

Over the past 80 plus years **Daytona Employment** has earned the respect and trust of leading employers throughout East Central Florida by matching talented individuals with challenging work opportunities. Unlike national placement firms that offer large pools of day labor or factory workers, **Daytona Employment** specializes in finding professionals for important "white collar" assignments.

Every employee placed by **Daytona Employment** has gone through a significant series of validation processes to ensure their suitability for your needs, including: interview, pre-screening, skill testing for your available position, reference verification and specialization qualification. Other services available include: drug & tobacco testing and background & credit checks.

DOING WHAT YOU DO BEST

In business today, it is critical to focus the company's talents on the work that generates the best and most productive outcome. Spending your time (and money) with mountains of resumes from newspaper ad respondents, interviewing, checking references and backgrounds, skill testing for suitability to the job you have available and everything that goes with this process may not be a cost effective way to hire. On the other hand, finding exactly the right person for the job is what we do best.

TRUST THE REPUTATION

A company doesn't survive for 80 plus years, let alone grow continuously, unless they have an excellent reputation for providing an important service better than anyone else time after time. We invite you to ask us for references, speak to your fellow business peers about us, then trust us to do what we do so well for you.



SERVICES WE PROVIDE

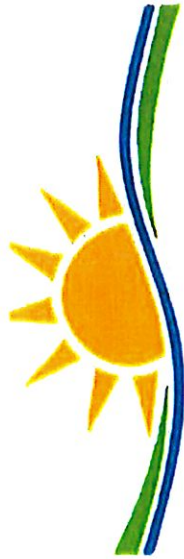
- Temporary Professional Employees
- Temporary-To-Hire & Direct Hire Employees
- Salary Surveys
- Payroll Services
- Interview Coaching
- Resume Writing Service
- Employee Leasing Options
- Human Resource Consulting
- Safety Consulting
- Drug & Tobacco Testing
- Background Checks

SPECIALIZING IN PROFESSIONAL EMPLOYEES

- Office Administration
- Clerical & Secretarial
- Accounting/Finance
- Legal
- Insurance
- Medical
- Information Technology
- Engineering
- Human Resources
- Sales & Marketing
- Manufacturing & Light Industrial

AFFILIATIONS: Halifax Area Chamber of Commerce, Ormond Chamber of Commerce, Port Orange Chamber of Commerce, Southeast Volusia Chamber of Commerce, Volusia Manufacturers Association (VMA), American Staffing Association, Society for Human Resources Management (SHRM).

HONORS: Best Around Reader's Choice Award since 1990.



Volusia County
FLORIDA

Account # 199503140019 Expires: September 30, 2020
Business Location: 609 S RIDGEWOOD AV

Business Name: DAYTONA EMPLOYMENT
Owner Name: MARK VENABLES
Mailing Address: 609 S RIDGEWOOD AV
DAYTONA BEACH, FL 32114

BUSINESS TYPE	REQ DOC #	CODE	COUNT	TAX
Business Service		471	8	\$54.00

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Revenue Division for instructions on making changes to your account.

**THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE
POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**



THE CITY OF DAYTONA BEACH

LOCAL BUSINESS TAX RECEIPT # BT-32437

THE CITY OF DAYTONA BEACH
301 S. RIDGEWOOD, SUITE # 127
DAYTONA BEACH, FL 32114

DEVELOPMENT SERVICES DEPARTMENT
PERMIT & LICENSING DIVISION
Phone: 386-671-8140

BUSINESS NAME: DAYTONA EMPLOYMENT
LOCATION: 609 S RIDGEWOOD AVE
BUSINESS TYPE: TEMPORARY SERVICE

BT-32437	BUS. LIC. NO.
32437	ACCOUNT NO.
10/21/1998	VALID FROM
09/30/2020	VALID TO
08/23/2019	DATE PAID
90.00	ANNUAL FEES

<u>Fee Code</u>	<u>Description</u>
0505	EMPLOYMENT AGENCY

MAIL TO:

DAYTONA EMPLOYMENT
609 S RIDGEWOOD AV
DAYTONA BEACH FL 32114

DISPLAY AT PLACE OF BUSINESS FOR PUBLIC INSPECTION
THE CITY DOES NOT CERTIFY OR IMPLY COMPETENCE OF BUSINESS.

LOCAL BUSINESS
TAX RECEIPT



THE CITY OF DAYTONA BEACH

Bus Lic No # BT-32437

THE CITY OF DAYTONA BEACH
301 S. RIDGEWOOD, SUITE # 127
DAYTONA BEACH, FL 32114

DAYTONA EMPLOYMENT
609 S RIDGEWOOD AVE

Fee Code	Description	Reference	Amt Paid	Date Paid	Pay Method	Check # / Ref
0505	EMPLOYMENT AGENCY	2020	90.00	08/23/19	CHECK-REMIT	4812

Fees Paid: \$90.00



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Limited Liability Company
VEN, LLC

Filing Information

Document Number	L02000011924
FEI/EIN Number	04-3678987
Date Filed	05/16/2002
State	FL
Status	ACTIVE
Last Event	CANCEL ADM DISS/REV
Event Date Filed	10/25/2004
Event Effective Date	NONE

Principal Address

609 S RIDGEWOOD AVE
DAYTONA BEACH, FL 32114

Changed: 02/07/2003

Mailing Address

609 S RIDGEWOOD AVE
DAYTONA BEACH, FL 32114

Changed: 02/03/2010

Registered Agent Name & Address

VENABLES, MARK
609 S RIDGEWOOD AVE
DAYTONA BEACH, FL 32114

Name Changed: 02/07/2003

Address Changed: 02/07/2003

Authorized Person(s) Detail

Name & Address

Title MGR

VENABLES, MARK L
609 S RIDGEWOOD AVE
DAYTONA BEACH, FL 32114

Title MGR

VENABLES, CLAIRE
609 S RIDGEWOOD AV
DAYTONA BEACH, FL 32114

Annual Reports

Report Year	Filed Date
2017	06/22/2017
2018	04/19/2018
2019	04/19/2019

Document Images

04/19/2019 -- ANNUAL REPORT	View image in PDF format
04/19/2018 -- ANNUAL REPORT	View image in PDF format
06/22/2017 -- ANNUAL REPORT	View image in PDF format
04/27/2016 -- ANNUAL REPORT	View image in PDF format
04/29/2015 -- ANNUAL REPORT	View image in PDF format
04/25/2014 -- ANNUAL REPORT	View image in PDF format
04/24/2013 -- ANNUAL REPORT	View image in PDF format
02/23/2012 -- ANNUAL REPORT	View image in PDF format
02/22/2011 -- ANNUAL REPORT	View image in PDF format
02/03/2010 -- ANNUAL REPORT	View image in PDF format
04/22/2009 -- ANNUAL REPORT	View image in PDF format
02/26/2008 -- ANNUAL REPORT	View image in PDF format
03/27/2007 -- ANNUAL REPORT	View image in PDF format
04/17/2006 -- ANNUAL REPORT	View image in PDF format
03/08/2005 -- ANNUAL REPORT	View image in PDF format
10/25/2004 -- REINSTATEMENT	View image in PDF format
02/07/2003 -- LIMITED LIABILITY CORPORATION	View image in PDF format
08/02/2002 -- Amendment	View image in PDF format
05/16/2002 -- Florida Limited Liabilities	View image in PDF format

2019 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L02000011924

Entity Name: VEN, LLC

Current Principal Place of Business:

609 S RIDGEWOOD AVE
DAYTONA BEACH, FL 32114

Current Mailing Address:

609 S RIDGEWOOD AVE
DAYTONA BEACH, FL 32114

FEI Number: 04-3678987

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

VENABLES, MARK
609 S RIDGEWOOD AVE
DAYTONA BEACH, FL 32114 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MGR
Name VENABLES, MARK L
Address 609 S RIDGEWOOD AVE
City-State-Zip: DAYTONA BEACH FL 32114

Title MGR
Name VENABLES, CLAIRE
Address 609 S RIDGEWOOD AV
City-State-Zip: DAYTONA BEACH FL 32114

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: MARK VENABLES

MGR

04/19/2019

Electronic Signature of Signing Authorized Person(s) Detail

Date

Request for Taxpayer Identification Number and Certification

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

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

Ven LLC

2 Business name/disregarded entity name, if different from above

Dayona Employment

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☒ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

609 S. Ridgemoor Ave

6 City, state, and ZIP code

Dayona Beach, FL 32114

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

04 - 3678987

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person

[Signature]

Date ►

10-4-19

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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



Dear Daytona Employment Associate:

The staff and management would like to welcome you to Daytona Employment and thank you in advance for your continued commitment and loyalty. We want to make working with us as enjoyable as possible and leave you with a positive impression of us as a company and as colleagues.

Without you, our staff, it would not be possible to remain the number one Employment Agency in the area with many clients returning again and again for an unrivaled service.

I would encourage you to read our handbook and other literature available to you when you register so you completely understand our policies and processes. All our written documentation is available on our website at www.daytonaemployment.com. If you do, however, have any questions or queries please do not hesitate to ask any member of staff.

Please remember to review our website for our updated vacancy listings at www.daytonaemployment.com.

Also please "Follow us" on LinkedIn and "Like us" on Facebook.



Good luck with your job search and we look forward to working with you.

Sincerely,

DE Management

WELCOME

Our organization is committed to excellence in quality, reliability and service to people in our employ and to the client whom we serve. We subscribe to the theory of absolute integrity in business – that regardless of the circumstances or consequence, Daytona Employment will provide unequalled excellence in service and reliability in an effort to solve our clients' needs for quality temporary and permanent personnel.

Things to Remember- Be sure you know:

Correct name and address of the company to which you are assigned.
Name of person to whom you will report.
Length of assignment.
Starting date and ending date.
Daily work hours - Start – Lunch – End.
Exact job description.
Exact pay rate for assignment.
Exact requirements of job.
Special equipment you will be using (Dictaphone, copy machine, switchboard, word processor, etc.)
Any and all instructions. Brief yourself about the company in advance. If you go in cold, not knowing if they sell hot dogs or computers, you will be at a disadvantage.

Golden Rules

You are always a Daytona Employment employee, not the client company's.

If, for any reason you cannot report to your job assignment, call your Daytona Employment office immediately. Failing to call DE to inform us of your absence from work will result in immediate termination from job and any future opportunities through DE.

DE hours of operation are from 9:00 a.m. to 5:00 p.m. Monday thru Friday. We have a 24-hour answering service. Messages are picked up each morning at 9:00a.m.

- Dress conservatively. (If all conversations stop as you walk in, chances are you have dressed inappropriately.)
- Do your work as instructed.
- Do not smoke.
- Do not discuss your rate of pay with other employees.
- Do not discuss your problems – personal or otherwise, with other employees.
- Keep an accurate record of your hours worked.
- It is your responsibility to have your Timecard signed by your supervisor at the end of each week (or end of assignment if shorter than one week.) Leave the "Client/Supervisor" copy with the person who signs your Timecard then fax or deliver the Timecard to the office.
- When in doubt about anything relating to your assignment, call your Daytona Employment Recruitment Team.

Policies

- Family & Medical Leave Act – Daytona Employment fully complies with the Family & Medical Leave Act of 1993. More detailed information is posted in our office.
- DO NOT offer DE's telephone number to anyone other than your child's School or Day Care. DE is not responsible for handling collections or personal phone calls for our employees.

PAYROLL MEMORANDUM

As most of us work for the monetary benefit, the following explains the payroll processes.

TIMECARDS:

- Take a timecard with you to EACH assignment.
- Complete each timecard in its ENTIRETY, answering all questions and obtaining the client signature (we cannot pay without an authorized client signature).
- Signed timecards are due into the office NO LATER THAN 12:00 NOON EACH MONDAY.
 - Email your timecard to accounting@daytonaemployment.com
 - Fax your timecard to us at (386) 255-0033
 - Drop your timecard off to our office,
 - Use the 24-hour drop box located to the right of the lobby door
- Employees are responsible to ensure that they have a signed timecard to Payroll on Time.
- Timecards not received by noon on Monday will NOT be processed or paid until the following week.

ASSIGNMENTS:

- You must let our office know of your availability at all times.
- It is the EMPLOYEES' responsibility to notify the office of availability upon completion of an assignment. Failure to notify us of your availability is grounds for denying unemployment benefits, if otherwise warranted.
- Refusal of three (3) assignments is grounds for termination.
- If you cannot report to work as assigned, call our office at (386) 253-3333 as soon as possible.

PAYROLL:

- Paychecks are available for PICK-UP at the office between 9:00 a.m. and 5:00 p.m., each Friday.
- Paychecks are NOT mailed unless DE is advised.
- Lost or stolen checks can be reissued only after a stop payment request has been processed by the bank. The Employee will bear the cost of the stop payment.

GENERAL:

- Always be on time.
- Always dress appropriately.
- Always be courteous.
- Always put in an honest and good day's work.

If you have any questions about the information above, please contact us at (386) 253-3333.

EMPLOYEE BENEFITS:

Further to the recent Affordable Care Act coming into force, all employees of Daytona Employment are eligible to participate in the ACA healthcare benefit scheme. Please ask our administrator for further information.



EMPLOYEE TIMECARD

Employee responsibilities:

1. Complete this timecard in its entirety.
2. Make sure that the timecard has been signed and dated by both you and your supervisor.
3. Make sure you use a separate timecard for each assignment worked during the week.
4. Make sure that the timecard is submitted no later than NOON on the following Monday.
5. Fax timecard 255-0033
6. Any questions, please call DE at (386) 253-3333

Full Name (LAST, FIRST, MI)		Social Security # XXX-XX-		Name of Client Company	
Job Order #	Are you returning to Client Company? ☐ Yes ☐ No If no, why?			Street Address of Client Company	
Are you available for work? ☐ Yes ☐ No If no, why?				City	State
				Zip Code	
DAY	DATE	TIME IN	TIME OUT	LUNCH	No. of Hrs Worked
Mon					
Tues					
Wed					
Thur					
Fri					
Sat					
Sun					
Employee Signature _____ Date _____ Week Ending: ____/____/____				TOTAL HRS	Client Portion (Authorized Representative Must Complete This Section) Unless otherwise approved by a Daytona Employment representative, Client Company agrees to the following: Everything over 40 hrs/week will be deemed overtime and Billed at time and one half. Minimum assignment length – 4 hours. Acceptance of further terms and conditions as listed on the reverse side of client copy of the contract. Client Company will be billed for the hours listed on this time sheet. Make no payment directly to the Daytona Employment Employee. Daytona Employment employee cannot be recalled for temporary and/or permanent employment without prior approval from a Daytona Employment Representative. Service Fees Apply (See reverse side of Client Copy). By signing below Client Company agrees to not hire Daytona Employment employee within one (1) year of assignment. Doing so will result in an automatic fine of \$2,000.00 payable immediately. I CERTIFY THAT THE DAYTONA EMPLOYMENT EMPLOYEE NAMED ABOVE HAS WORKED THE HOURS LISTED ON THIS TIMESHEET AND AUTHORIZE DAYTONA EMPLOYMENT TO INVOICE MY FIRM AT THE HOURLY RATE AGREED UPON. I AGREE TO THE TERMS ABOVE AND ON THE REVERSE SIDE OF THE CLIENT COPY.
					CLIENT SIGNATURE _____

At times situations arise when Daytona Employment (referred to herein as DE) temporary employees are considered for Direct Hire employment by one of our Clients. In such cases, we require Client to contact us to discuss the opportunity. If our employee is interested in the employment opportunity with Client company, Client company must choose one of these two options: Option One: We retain the employee on our payroll for a total of 520 consecutive working hours. After that time period, if all parties involved are in agreement, our employee is transferred to Client Company's payroll at no additional charge. Option Two: Client Company shall pay a service fee equal to 520 consecutive working hours, with a credit given for the employee's consecutive working hours at Client Company accrued at the time the election for Direct Hire employment occurs.

Client shall not authorize or cause DE employees to operate machinery, automobiles, trucks or other automotive equipment without first obtaining written consent from DE. It is acknowledged, understood and agreed that insurance furnished by DE does not cover physical loss or damage caused by the operator of Client's equipment, vehicles, automobiles, or trucks by DE employees. It is further agreed that Client shall accept full responsibility for bodily injury, property damage, fire, theft, collision or public liability damage claims while a DE employee is operating the Client's vehicle, whether rented or owned. Client shall not entrust DE employees with unattended premises or any part thereof, handling cash, negotiables, jewelry or any valuables of any kind without first obtaining written permission from DE and then only when a DE employee's specific duties necessitate such activity, and unless assigned specifically for the aforementioned purposes by DE. Client shall not advance cash or other valuable to DE employees for any reason and the Client waives any and all rights to offset the amount of such cash or valuables against any money owed to DE. Client acknowledges his/her understanding the DE Invoices are for labor and agrees to pay such invoices upon receipt. A finance charge of 1 1/2% per month (18% annually) will be charged to all invoices which remain unpaid for 30 days. Attorney fees added if referral is necessary for collection. Pretrial, at trial, on appeal, and all proceedings after judgment. Payment is not deemed made until received at address printed on front.



08/30/19

Dear Daytona Employment Employee,

You are now eligible for Daytona Employment's health insurance coverage. There are two plans that we are offering. These plans outline the "Schedule of Benefits for Covered Services". The cost to you for each plan is notated at the bottom of the sheet.

You will also find attached the "Employee Application". It is imperative that you fill this form out even if you are declining coverage. These sheets must be turned in to our office no later than Monday, 09/16/19. If you cannot get to our office during our business hours of Monday – Friday 9:00 a.m. to 5:00 p.m. you may fax it (386-255-0033) or email it to accounting@daytonaemployment.com. We also have a drop box at the front of our office, and it can be dropped off there after hours. However, if you do elect to accept coverage you will need to come into our office during business hours to complete a formal application and sign the authorization for payroll deduction for the health insurance.

If you have any questions at all you may contact Jennifer at 386-253-3333.

Sincerely,

Jennifer Petteway

Bookkeeper/Payroll

LIBERTY RUN BENEFITS

VEN, LLC 7/1/19

Carrier Name	FL Health Care Plans	FL Health Care Plans
Name of Plan	HMO T99	POS T37
Annual Deductible		
In-Network (Individual)	\$5,000	\$1,000
In-Network (Family)	\$10,000	\$2,000
Out-of-Network (Person/Family)	N/A	\$2000/\$4000
Coinsurance		
In-Network	40%	10%
Out-of-Network	N/A	30%
Out of Pocket Max		
In-Network (Individual)	\$6,600	\$4,000
In-Network (Family)	\$13,200	\$8,000
Out-of-Network	N/A	\$4000,\$8000
Office Visit		
Family Physician	\$40 Copay	\$20 Copay
Specialist	\$80 Copay	\$35 Copay
Lab	\$0 Copay	\$0 Copay
X-rays	40% after Ded	10% after Ded
Major Diagnostics (MRI,CT,PET)	40% after Ded	10% after Ded
Preventive Care		
Wellness Exam	\$0 Copay	\$0 Copay
Mammograms	\$0 Copay	\$0 Copay
Urgent Care		
	40% after Ded	10% after Ded
Emergency Room		
	40% after Ded	10% after Ded
In-Patient Hospital		
	40% after Ded	10% after Ded
Out-Patient Surgery		
	40% after Ded	10% after Ded
Prescription Drugs		
Copayments	\$10/\$30/\$55	\$10/\$30/\$55
Employee Only	\$54.48	\$84.30
Employee + Spouse	\$156.91	\$242.78
Employee + Child(ren)	\$156.91	\$242.78
Family	\$205.94	\$318.65

** Please review Plan Summary for actual plan details. Any errors or omissions are unintentional and will not override the Plan Summary

VEN, LLC Employee Application/Change Form

Name: _____

SS#: _____

DOB: _____

Address: _____

Gender: _____

Hire Date: _____

Dependent's Name: (Only list if covering for health/dental/vision)	SS#	DOB	Gender	Health	Dental	Vision

PLAN ELECTION: T99 (HMO Plan) _____ T37 (POS Plan) _____

Declining Coverage _____

If Declining, Do you have other Coverage? Y or N Type of coverage _____

Physician Name (HMO Only) _____

SIGNATURE _____

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

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

BY:

Ven LLC dba Daytona Employment

Name of Business

[Signature]

Authorized Signature

10/31/19

Date

This document must be completed and returned with your Submittal

FORM 7.2 – VENDOR'S ACKNOWLEDGEMENT FORM

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

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

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

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

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

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

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

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

Ven LLC dba Daytona Employment 609 S. Ridgewood Ave
NAME OF BUSINESS MAILING ADDRESS

[Signature]
AUTHORIZED SIGNATURE

Daytona Beach FL 32114
CITY, STATE & ZIP CODE

Claire Venables, Owner, VP
NAME, TITLE, TYPED

(386) 253-3333 / (386) 255-0033
TELEPHONE NUMBER / FAX NUMBER

04 - 367 8987
FEDERAL IDENTIFICATION #

claire@daytonaemployment.com
E-MAIL ADDRESS

04 - 367 8987
FEDERAL IDENTIFICATION #

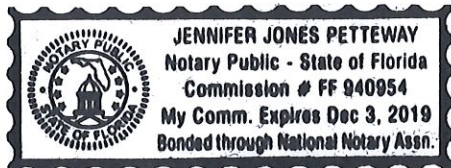
STATE OF Florida COUNTY OF Volusia

The foregoing instrument was acknowledged before me this day of Nov. 19, 2019 by Claire Venables, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:

[Signature]
Notary Public

This document must be completed and returned with your Submittal



FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

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

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

Addendum # 1 Date: 11/8/19 Addendum # 2 Date: 11/22/19
Addendum # _____ Date: _____ Addendum # _____ Date: _____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

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

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

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

Ven LLC dba Daytona Employment
Name of Business
By: [Signature]
Printed Name: Claire Venables
Title: Owner/v.p.

STATE OF Florida
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 19 day of November, 2019, by
Claire Venables, as owner/vp of
(NAME) (TITLE)
Ven LLC dba Daytona Employment and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

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

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

This document must be completed and returned with your Submittal



FORM 7.4 – DRUG-FREE PREFERENCE STATEMENT

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

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

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

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

Ven LLC dba Daytona Employment
Name of Business
By: [Signature]
Printed Name: Claire Venables
Title: VP/owner

STATE OF Florida
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 19 day of November, 2019 by
Claire Venables, as VP/owner of
(NAME) (TITLE)
Ven LLC dba Daytona Employment and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

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

This document must be completed and returned with your Submittal

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



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

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

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

1. The business address of Ven LLC dba Daytona Employment (name of Offeror or business) is 609 S. Ridgewood Ave, Daytona Beach, FL 32114
2. My relationship to Ven LLC dba Daytona Employment (name of Offeror or business) is owner / V.P. (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____ . A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)

Ven LLC dba Daytona Employment
Name of Business

By: [Signature]
Printed Name: Claire Venables
Title: Owner / V.P.

STATE OF Florida
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 19 day of November, 2019, by Claire Venables, as VP / Owner of Ven LLC dba Daytona Employment and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

[Signature]
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

JENNIFER JONES PETTEWAY
Notary Public - State of Florida
Commission # FF 940954
My Comm. Expires Dec 3, 2019
Bonded through National Notary Assn.

ITB 19-32 TEMPORARY EMPLOYEE AND EMPLOYEE LEASING SERVICES

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FORM 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

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

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

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

NAME OF FIRM: Ven LLC dba Daytona Employment

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

PRINTED SIGNATURE: Claire Venables

TITLE: VP / Owner

ADDRESS: 609 S. Ridgewood Ave, Daytona Beach

CITY: FL STATE: FL ZIP CODE: 32114

TELEPHONE: (386) 253-3333 FAX: (386) 255-0033

COMPLETION TIME: 11/6/19

F.E.I.N. NUMBER: 04-3678987

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

NO BID (REASON): _____

This document must be completed and returned with your Submittal

FORM 7.7 – STATEMENT OF VENDOR'S QUALIFICATIONS

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

- A. Name of Vendor.
- B. Permanent main office address.
- C. Date organized.
- D. If a corporation, where incorporated.
- E. How many years have you been engaged in the contracting business under your present firm or trade name?
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
- G. General character of work performed by your company.
- H. Have you ever failed to complete any work awarded to you? If so, where and why?
- I. Have you ever defaulted on a contract? If so, where and why?
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
- K. List your major equipment currently owned or leased.
- L. Experience in work similar to this type of project.
- M. Background and experience of the principal members of your organization, including the officers.
- N. Credit currently available: \$ 500,000.00
- O. Give bank reference: Ameris Bank, Ormond Beach FL.
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?
- Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Vendor's Qualifications.

Ven LLC dba Daytona Employment
Name of Business
By: [Signature]
Printed Name: Claire Venables
Title: VP/owner

STATE OF Florida
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 19 day of November, 2019, by Claire Venables, as VP/owner of Ven LLC dba Daytona Employment and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

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



This document must be completed and returned with your Submittal

FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

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

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

(Do not include the City of Port Orange)

1. Company Name: City of Ormond Beach
Contact Person: Quinn Wichlei
City, State: ~~Ormond Beach~~ Ormond Beach, FL
Telephone Number: (386) 676-3324
Email Address: quinn-wichlei@ormondbeach.org
Description of goods or
Services provided: Provide Temporary and Temporary to Hire Staffing
Contract Amount: Sole supplier of staffing solutions.
Start/End Date of Contract: 2014 - to date
2. Company Name: Halifax Health Medical Center
Contact Person: Vince Acosta
City, State: Daytona Beach, FL
Telephone Number: (386) 325-4314
Email Address: vince.acosta@halifax.org
Description of goods or
Services provided: Provide Temporary and Temporary to Hire Staffing.
Contract Amount: Sole supplier of staffing solutions.
Start/End Date of Contract: 2008 - To date
3. Company Name: Florida Healthcare Plans
Contact Person: Donna Breau
City, State: Holly Hill, FL
Telephone Number: (386) 676-7110 x 7765
Email Address: dbreau@fhcp.com
Description of goods or
Services provided: Provide Temporary, contract and Temporary to Hire Staff.
Contract Amount: ~~One of Two Suppliers of temporary Staffing~~ One of Two Suppliers of temporary Staffing
Start/End Date of Contract: 2011 - To date

This document must be completed and returned with your Submittal.

LISTING OF PREVIOUS EXPERIENCE

Commercial Client List

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

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

	Contact Name	Phone	Current Client? Y or N	Number of years service provided	Description of service
1	County of Volusia HR: Molly White IT: Tammy King	(386) 736-5951	Y	5	Won bid 2014 (have worked with for over 16 years total). Provide Temporary Staff
2	City of Ormond Beach HR: Quinn Wichei	(386) 676-3324	Y	5	Significant, regular business orders since 2014. Provide Temporary and Temp to Hire Staff
3	Florida Healthcare Plans HR: Donna Breau	(386) 676-7110 x7765	Y	11	Provide Temporary, Temp to Hire, and payroll services.

This document must be completed and returned with your Submittal.

FORM 7.9 – LISTING OF SUBCONTRACTORS

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

Subcontractor No. 1

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 2

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal

FORM 7.10 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

*This declaration is executed under penalty of perjury of the laws to the United States and State of Florida***THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:**RFSQ/RFP/ITN/BID/CONTRACT/PROJECT #(as applicable): ITB # 19-32BUSINESS NAME: Ven LLC dba Daytona EmploymentCONTACT PERSON/TITLE: Claire Venables, Owner/VPMAILING ADDRESS: 609 S. Ridgewood Avenue, Daytona Beach FL 32114

CITY-STATE-ZIP: _____

Length of Time at Address Provided: 18 yearsPhysical Presence of Business: ☒ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned FranchiseAnd within Legal Boundaries: ☐ The City of Port Orange ☒ Volusia County ☐ The State of State of FloridaFEIN (Federal Employer Identification Number): 04-3678987BUSINESS STRUCTURE: ☐ Corporation ☒ LLC ☐ Partnership ☐ Sole Proprietorship☐ Other (Specify): _____PHONE NUMBER: (386) 253-3333 FAX: (386) 255-0033EMAIL: claire@daytonaemployment.com**ATTESTATION – I understand that:**

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

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

BEFORE ME; the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared Claire Venables who, after being sworn according to law, stated that he or she was authorized to represent Ven LLC dba Daytona Employment 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

Jennifer Jones Petterway
SIGNATURE OF NOTARY PUBLIC

NOTARY SEAL

THIS 19 DAY OF November, 20 19

My Commission Expires: _____

Claire Venables
SIGNATURE OF AFFIANT

DATE

Claire Venables / Owner v.p.

PRINTED NAME OF AFFIANT / TITLE
Ven LLC dba Daytona Employment

COMPANY

This document must be completed and returned with your Submittal



"ATTACHMENT 1" SCHEDULE OF UNIT PRICING

BID FORM
CITY OF PORT ORANGE
ITB # 19-32

TEMPORARY EMPLOYEE AND EMPLOYEE LEASING SERVICES

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

Instruction to save Attachment from DemandStar website:

Perform "File Save As" and save spreadsheet to your computer. Fill in pricing in Highlighted cells, preferably electronically.

Bidders are required to complete all fields shaded in green. Column F will be automatically calculated.

NAME OF BUSINESS:	Nm LLC Daytime Employment
CONTACT PERSON:	Chaire Venables
EMAIL ADDRESS:	Chaire@daytimeemployment.com / info@daytimeemployment.com
AUTHORIZED SIGNATURE:	Chaire Venables

City of Port Orange Job Classification	City Pay Grade	Workers Comp Code	City Employee Rate of Pay	Employment Services Markup % per All ITB 19-32 Specifications	Employee Rate of Pay
Courier	11	8380	\$10.39	0.00%	\$10.39
Custodian	11	9015	\$10.39	0.00%	\$10.39
Program Leader	11	9102	\$10.39	0.00%	\$10.39
Summer Adult Site Supervisor	11	9102	\$10.39	0.00%	\$10.39
Water Meter Repairsman	11	7530	\$10.39	0.00%	\$10.39
Staff Assistant	12	8820	\$11.05	0.00%	\$11.05
Summer Site Supervisor	12	9102	\$11.05	0.00%	\$11.05
Customer Service Representative	13	8820	\$11.82	0.00%	\$11.82
Maintenance Worker	13	9102	\$11.82	0.00%	\$11.82
Records Clerk	13	8810	\$11.82	0.00%	\$11.82
Administrative Assistant	14	8810	\$12.66	0.00%	\$12.66
Assistant Plant Mechanic	14	7520	\$12.66	0.00%	\$12.66
Maintenance Field & Facility Technician	14	9102	\$12.66	0.00%	\$12.66
Equipment Operator	14	9009	\$12.66	0.00%	\$12.66
Facilities Maintenance Technician	14	9015	\$12.66	0.00%	\$12.66
Generator Technician	14	8380	\$12.66	0.00%	\$12.66
Permit Licensing Technician	14	8810	\$12.66	0.00%	\$12.66
Records Management Coordinator	14	8810	\$12.66	0.00%	\$12.66
Novelkeeper	14	8810	\$12.66	0.00%	\$12.66
Utility Accounts Clerk	14	8810	\$12.66	0.00%	\$12.66
Utility Systems Operator	14	7530	\$12.66	0.00%	\$12.66
Accounting Technician	15	8810	\$13.35	0.00%	\$13.35
Animal Control Officer	15	8810	\$13.35	0.00%	\$13.35
Automotive Mechanic I	15	8380	\$13.35	0.00%	\$13.35
Community Service Officer	15	7720	\$13.35	0.00%	\$13.35
Crane Operator	15	9102	\$13.35	0.00%	\$13.35
Plant Service Worker	15	8380	\$13.35	0.00%	\$13.35
Heavy Equipment Operator	15	9009	\$13.35	0.00%	\$13.35
Bus Station Mechanic	15	7530	\$13.35	0.00%	\$13.35
Bus Operator	15	7720	\$13.35	0.00%	\$13.35
Plant Mechanic	15	7520	\$13.35	0.00%	\$13.35
Program Specialist	15	9102	\$13.35	0.00%	\$13.35
Summer Playground Operator	15	9102	\$13.35	0.00%	\$13.35
Utility Accounts Specialist	15	8810	\$13.35	0.00%	\$13.35
Utility Line Operator	15	7530	\$13.35	0.00%	\$13.35
Victim Advocate	15	7720	\$13.35	0.00%	\$13.35
Automotive Mechanic II	16	8380	\$14.43	0.00%	\$14.43

City of Port Orange Job Classification	City Pay Grade	Workers Comp Code	City Employee Rate of Pay	Employment Services Markup % per All Specifications	Employee Rate of Pay
Evidence Technician	16	7720	\$14.13	0.00%	\$14.13
Quartermaster	16	8810	\$14.13	0.00%	\$14.13
Senior Permit Licensing Technician	16	8810	\$14.13	0.00%	\$14.13
Senior Utility Line Operator	16	7530	\$14.13	0.00%	\$14.13
Assistant City Clerk	17	8810	\$15.51	0.00%	\$15.51
Cable Enforcement Officer	17	7720	\$15.51	0.00%	\$15.51
Customer Service Supervisor	17	8810	\$15.51	0.00%	\$15.51
Arrest Specialist	17	8810	\$15.51	0.00%	\$15.51
Human Resources Assistant	17	8810	\$15.51	0.00%	\$15.51
Senior Administrative Assistant	17	8810	\$15.51	0.00%	\$15.51
Treatment Plant Operator	17	7530	\$15.51	0.00%	\$15.51
Utility Accounts Supervisor	17	8810	\$15.51	0.00%	\$15.51
Victim Advocate Coordinator	17	7720	\$15.51	0.00%	\$15.51
Boat	18	8810	\$16.40	0.00%	\$16.40
Chief Utility Station Mechanic	18	7530	\$16.40	0.00%	\$16.40
Chief Plant Mechanic	18	7520	\$16.40	0.00%	\$16.40
Crime Analyst	18	8810	\$16.40	0.00%	\$16.40
Crane Supervisor	18	9102	\$16.40	0.00%	\$16.40
Executive Assistant to City Manager/Officer	18	8810	\$16.40	0.00%	\$16.40
Facilities Maintenance Supervisor	18	9015	\$16.40	0.00%	\$16.40
Field Operations Supervisor	18	7530	\$16.40	0.00%	\$16.40
Grounds Maintenance Supervisor	18	9009	\$16.40	0.00%	\$16.40
Information Technology Specialist	18	8810	\$16.40	0.00%	\$16.40
Information Control Technician	18	7530	\$16.40	0.00%	\$16.40
Laboratory Technician	18	7530	\$16.40	0.00%	\$16.40
Maintenance Supervisor	18	7530	\$16.40	0.00%	\$16.40
Parks Supervisor	18	9102	\$16.40	0.00%	\$16.40
Plant Maintenance Electrician	18	7520	\$16.40	0.00%	\$16.40
Records Supervisor	18	8810	\$16.40	0.00%	\$16.40
Recreation Coordinator Activities	18	9102	\$16.40	0.00%	\$16.40
Recreation Coordinator Special Events	18	9102	\$16.40	0.00%	\$16.40
Revenue Police Officer	18	7720	\$16.40	0.00%	\$16.40
Roads & Streets Supervisor	18	9009	\$16.40	0.00%	\$16.40
Utility Supervisor	18	7530	\$16.40	0.00%	\$16.40
Special Events Coordinator	18	9102	\$16.40	0.00%	\$16.40
Accountant	19	8810	\$17.76	0.00%	\$17.76
Administrative Supervisor	19	8810	\$17.76	0.00%	\$17.76
Assistant Laboratory Manager	19	7530	\$17.76	0.00%	\$17.76
Building Permit Coordinator	19	8810	\$17.76	0.00%	\$17.76

City of Port Orange Job Classification	City Pay Grade	Workers Comp Code	City Employee Rate of Pay	Employment Services Markup % per All Specifications	Employee Rate of Pay
Construction Inspector	19	9610	\$17.76	0.00%	\$17.76
Development Review Technician	19	8810	\$17.76	0.00%	\$17.76
Emergency Management/Adult Education	19	8810	\$17.76	0.00%	\$17.76
Engineering Inspector	19	9610	\$17.76	0.00%	\$17.76
Paralegal	19	8810	\$17.76	0.00%	\$17.76
Geographic Information System Technician	19	8810	\$17.76	0.00%	\$17.76
Human Resources Administrator	19	8810	\$17.76	0.00%	\$17.76
Paralegal	19	8810	\$17.76	0.00%	\$17.76
Public Accreditation Manager	19	8810	\$17.76	0.00%	\$17.76
Purchasing Agent	19	8810	\$17.76	0.00%	\$17.76
Recreation Supervisor Special Events	19	9102	\$17.76	0.00%	\$17.76
Recreation Supervisor Activities	19	9102	\$17.76	0.00%	\$17.76
Right of Way Agent	19	9610	\$17.76	0.00%	\$17.76
Utility Inspector	19	9610	\$17.76	0.00%	\$17.76
Accountant II	20	8810	\$19.00	0.00%	\$19.00
Aggravated Administrator	20	8810	\$19.00	0.00%	\$19.00
Building Inspector	20	9610	\$19.00	0.00%	\$19.00
Capital Improvement/Revenue Coordinator	20	8810	\$19.00	0.00%	\$19.00
Cable Enforcement Manager	20	7720	\$19.00	0.00%	\$19.00
Engineering Specialist	20	9610	\$19.00	0.00%	\$19.00
Personal Budget Analyst	20	8810	\$19.00	0.00%	\$19.00
Plant Manager	20	8380	\$19.00	0.00%	\$19.00
Grant/Contract Administrator	20	8810	\$19.00	0.00%	\$19.00

Markup % for TEMPORARY Positions not listed per All Specifications:	0.00%
Markup % Services/Equipment listed per All Specifications:	0.00%

city wcc RBS0

This document must be completed and returned with your Submittal.

Insurance

Daytona Employment is aware of the additional insurance coverage required and cost relating to the contract requirements and will ensure to execute the additions on being awarded the bid.

AFFIDAVIT REGARDING WORKERS' COMPENSATION

IMPORTANT

This certificate must be completed and returned by the Awarded Vendor, upon notification of award by the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage.

State of FL
County of Seminole

I, TERRY WISEMAN, being duly sworn according to law, deposes and says (it, he, she, they) have accepted the Workers' Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his, her, their) liability there under accordance with the terms of said Laws with the Union Wisconsin Insurance Company Company, under the terms of Policy Number UC 300-00038-09-52 for a period from 12/1, 2019 to 12/1, 2020.

WITNESS:

By [Signature]
Name: Wayne L. Joseph

CONTRACTOR:

Company: AUE STAFFING, Inc.

By: [Signature]
Name/Title: VP Operations

Sworn to and subscribed before me this 27 day of DECEMBER, 2019.
My Commission Expires: _____

Notary Public

[Signature]
Sara M. Bircher

Notary Public Printed Name

SARA M. BIRCHER



[Remainder of this page left intentionally blank]

**CERTIFICATE OF INSURANCE
FOR WORKERS' COMPENSATION**

IMPORTANT

This certificate must be completed and returned by the Awarded Vendor, upon notification of award by the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage. This certificate must be completed by a duly authorized official of the Insurance Company carrying the risk, or a separate certificate of similar context executed On Insurance Company's Standard Form may be attached hereto.

This is to certify that United Wisconsin Insurance Company has
issued to Alle Structural, Inc., of the City of Port Orange, FL
State of FL, the following policy or policies:

Workers' Compensation and Employer's Liability Policy No. WC 500-00038-09-52
Effective on 12/1, 2019, and expiring on 12/1, 2020
Description of limits: 1M / 1M / 1M

City of Port Orange If at any time this coverage is to be cancelled, the undersigned will notify the insured and the
in writing thirty (30) days prior to cancellation of policy.

WITNESS:
By: [Signature]
Name: BLAKE JOURAS

INSURANCE COMPANY:
Company: UNITED WISCONSIN INSURANCE COMPANY
By: [Signature]
Name/Title: GENE ABBEY - SENIOR ADVISOR

[Remainder of this page left intentionally blank]

AFFIDAVIT REGARDING WORKERS' COMPENSATION

IMPORTANT

This certificate must be completed and returned by the Awarded Vendor, upon notification of award by the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage.

State of Florida
County of Volusia

I, Connie Maynard, being duly sworn according to law, deposes and says (it, he, she, they) have accepted the Workers' Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his, her, their) liability there under accordance with the terms of said Laws with the State National Insurance Company, under the terms of Policy Number AMX-211-0001-002 for a period from 10-1, 2019 to 10-1, 2020.

WITNESS:

By: Stephanie Holman
Name: Stephanie Holman

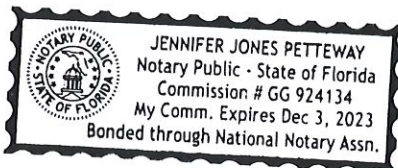
CONTRACTOR:

Company: Ven LLC, aka Daytona Employment
By: Connie Maynard
Name/Title: CONNIE MAYNARD, Senior Staffing Specialist

Sworn to and subscribed before me this 30 day of December, 2019.
My Commission Expires: 12-3-2023

Jennifer Jones Petteaway
Notary Public

Jennifer Petteaway
Notary Public Printed Name



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/27/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER GIGA Solutions, Inc. 101 Plaza Real South Ste 201 Boca Raton FL 33432	CONTACT NAME:		
	PHONE (A/C, No, Ext): 888-581-0807	FAX (A/C, No): 954-252-4426	
	E-MAIL ADDRESS: certs@gigasolves.com		
INSURED Convergence Employee Leasing, Inc. Convergence Employee Leasing II, Inc. Convergence Employee Leasing III, Inc. 9393-1 Mill Springs Drive Jacksonville FL 32257	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : STATE NATL INS CO INC		12831
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 1353282036

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	\$
	OTHER:							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	☐ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	\$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	\$
	☐ DED ☐ RETENTION \$							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			AMX-211-0001-002	10/1/2019	10/1/2020	X ☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

Coverage provided for all leased employees but not subcontractors of: Ven LLC dba Daytona Employment. Location coverage effective: 10/1/2019

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

Carla Busick

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/30/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER East Coast Insurors Inc 801 S. Yonge St Ormond Beach FL 32174-7633	CONTACT NAME: Pamela Carrick PHONE (A/C, No, Ext): (386) 677-4787 E-MAIL ADDRESS: pam@eastcoastinsurors.com FAX (A/C, No): (386) 677-4119
INSURED Ven LLC and Daytona Employment LLC and Personnel Best LLC DBA: dba Daytona Employment 609 S Ridgewood Ave Daytona Beach FL 32114	INSURER(S) AFFORDING COVERAGE INSURER A: Markel Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** CL19102911919 **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 ☐ PRO-JECT ☐ LOC ☐ OTHER:			PAKP000409	10/18/2019	10/18/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000 Errors & Omissions \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			PAKU000409	10/18/2019	10/18/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 PER STATUTE ☐ OTH-ER ☐
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	E&O Included (Staffing) Employee Theft Included			PAKP000409	10/18/2019	10/18/2020	E&O Aggregate 1,000,000 EE Theft 500,000

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

CERTIFICATE HOLDER**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

**CERTIFICATE OF INSURANCE
FOR WORKERS' COMPENSATION**

IMPORTANT

This certificate must be completed and returned by the Awarded Vendor, upon notification of award by the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage. This certificate must be completed by a duly authorized official of the Insurance Company carrying the risk, or a separate certificate of similar content executed On Insurance Company's Standard Form may be attached hereto.

This is to certify that State National Insurance Company, Company has
issued to Ven, LLC dba Daytona Employment, of the City of Daytona Beach,
State of Florida, the following policy or policies:

Workers' Compensation and Employer's Liability Policy No. AMX-211-0001-002
Effective on October 1, 2019, and expiring on October 1, 2020.
Description of limits: Employer's Liability \$1,000,00 Each Accident, Employers Liability Disease
Each Employee \$1,000,000, Employers Liability Policy Limit \$1,000,000, Workers Compensation per statute

If at any time this coverage is to be cancelled, the undersigned will notify the insured and the
City of Port Orange in writing thirty (30) days prior to cancellation of policy.

WITNESS:

By: [Signature]
Name: Timothy Lynch

INSURANCE COMPANY:

Company: State National Insurance Co

By: [Signature]
Name/Title: Jeffrey B. Bueck

[Remainder of this page left intentionally blank]

**CERTIFICATE OF INSURANCE
FOR WORKERS' COMPENSATION**

IMPORTANT

This certificate must be completed and returned by the Awarded Vendor, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage. This certificate must be completed by a duly authorized official of the Insurance Company carrying the risk, or a separate certificate of similar context executed On Insurance Company's Standard Form may be attached hereto.

This is to certify that The Hartford Fire Insurance, Company has
issued to Ebyte Technolgoies, Inc., of the City of Plantation,
State of FL, the following policy or policies:

Workers' Compensation and Employer's Liability Policy No. 46WECAP8240
Effective on July 26th, 20 19, and expiring on July 26th, 20 20.
Description of limits: \$1Million each accident, \$1Million disease each employee, \$1Million disease
policy limit

If at any time this coverage is to be cancelled, the undersigned will notify the insured
and the City of Port Orange in writing thirty (30) days prior to
cancellation of policy.

WITNESS:

By: [Signature]
Name: Dana Eivens

INSURANCE COMPANY:

Company: BIN INSURANCE HOLDINGS, LLC
By: [Signature]
Name/Title: David Scott Tydell - Team Lead

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AFFIDAVIT REGARDING WORKERS' COMPENSATION

IMPORTANT

This certificate must be completed and returned by the Awarded Vendor, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage.

State of FLORIDA

County of Broward

I, Ramesh Kasturia, being duly sworn according to law, deposes and says (it, he, she, they) have accepted the Workers' Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his, her, their) liability there under accordance with the terms of said Laws with the Heartland Insurance Company Company, under the terms of Policy Number 46WECAP8240 for a period from 07/26, 2019 to 07/26, 2020

WITNESS:

By: Kellie M Begley
Name: Kellie M Begley

CONTRACTOR:

Company: Ebyte Technologies Inc.
By: [Signature]
Name/Title: RAMESH KASTURIA

Sworn to and subscribed before me this 27th day of December, 2019.
My Commission Expires: _____

[Signature]
Notary Public



Kellie M. Begley
State of Florida
My Commission Expires 06/30/2023
Commission No. GG 349699

Notary Public Printed Name

[Remainder of this page left intentionally blank]

AFFIDAVIT REGARDING WORKERS' COMPENSATION

IMPORTANT

This certificate must be completed and returned by the Awarded Vendor, upon notification of award by the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage.

State of Florida

County of Volusia

I, Vincent Puma, being duly sworn according to law, deposes and says (it, he, she, they) have accepted the Workers' Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his, her, their) liability there under accordance with the terms of said Laws with the State National Insurance Company, Inc Company, under the terms of Policy Number AMW-031-0001-003 for a period from 04/01, 2019 to 04/01, 2020.

WITNESS:

By: Patricia Davis
Name: Patricia Davis

CONTRACTOR:

Company: IOS Acquisition LLC

By: [Signature]
Name/Title: Vincent Puma

Sworn to and subscribed before me this 6th day of Jan, 2020.
My Commission Expires: 07/08/2021

[Signature]
Notary Public

THAE BOK KWEON
NOTARY PUBLIC-STATE OF NEW YORK
No. 01KW6285447
Qualified In Richmond County
My Commission Expires July 08, 2021

Thae Kweon
Notary Public Printed Name

[Remainder of this page left intentionally blank]

**CERTIFICATE OF INSURANCE
FOR WORKERS' COMPENSATION**

IMPORTANT

This certificate must be completed and returned by the Awarded Vendor, upon notification of award by the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage. This certificate must be completed by a duly authorized official of the Insurance Company carrying the risk, or a separate certificate of similar context executed On Insurance Company's Standard Form may be attached hereto.

This is to certify that State National, Company has
issued to IOS Acquisition LLC, of the City of Port Orange,
State of Florida, the following policy or policies:

Workers' Compensation and Employer's Liability Policy No. AMN-031-001-003
Effective on April 1, 2019, and expiring on April 1, 2020.
Description of limits: 1000/1000/1000

If at any time this coverage is to be cancelled, the undersigned will notify the insured and the
City of Port Orange in writing thirty (30) days prior to cancellation of policy.

WITNESS:

By: [Signature]
Name: CAITNEY CATINS

INSURANCE COMPANY:

Company: state National
By: _____
Name/Title: _____

[Signature]

Reggie Moore

[Remainder of this page left intentionally blank]

**CERTIFICATE OF INSURANCE
FOR WORKERS' COMPENSATION**

IMPORTANT

This certificate must be completed and returned by the Awarded Vendor, upon notification of award by the City of Port Orange. Please note the City of Port Orange does not accept exemptions for Workers' Compensation coverage. This certificate must be completed by a duly authorized official of the Insurance Company carrying the risk, or a separate certificate of similar context executed On Insurance Company's Standard Form may be attached hereto.

This is to certify that XL Insurance America, Inc., Company has issued to Robert Half International Inc. of the City of San Ramon, State of California, the following policy or policies:

Workers' Compensation and Employer's Liability Policy No. RWD300114003. Effective on June 01, 2019 and expiring on June 01, 2020.

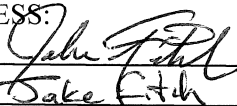
Description of limits: \$1,000,000 Bodily Injury by Accident – Each Accident

\$1,000,000 Bodily Injury by Disease – Policy Limit

\$1,000,000 Bodily Injury by Disease – Each Employee

If at any time this coverage is to be cancelled, the undersigned will notify the insured and the City of Port Orange in writing thirty (30) days prior to cancellation of policy.

WITNESS:

By: 
Name: Arthur J. Gallagher
Arthur J. Gallagher & Co.

INSURANCE COMPANY:

Company: XL Insurance America, Inc.
By: 
Name/Title: Lizette Junor / Underwriter Manager

[Remainder of this page left intentionally blank]

AFFIDAVIT REGARDING WORKERS' COMPENSATION

IMPORTANT

This certificate must be completed and returned by the Awarded Vendor, upon notification of award by the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage.

State of Florida
County of Seminole

I, Lori Franken, being duly sworn according to law, deposes and says (it, he, she, they) have accepted the Workers' Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his, her, their) liability there under accordance with the terms of said Laws with the Robert Half Company, under the terms of Policy Number RWD3001140-03 for a period from 6/1, 2019 to 6/1, 2020.

WITNESS:

By: [Signature]
Name: Heather Feltz

CONTRACTOR:

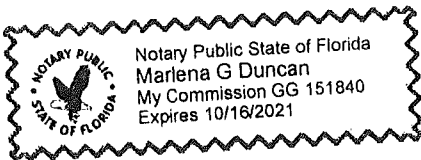
Company: Robert Half
By: [Signature]

Name/Title: Lori Franken / Regional Manager

Sworn to and subscribed before me this 3 day of January, 2020.
My Commission Expires: 10-16-2021

[Signature]
Notary Public

Marlena Duncan
Notary Public Printed Name



[Remainder of this page left intentionally blank]



REVISED NOTICE OF INTENT TO AWARD

ITB #19-32

TEMPORARY EMPLOYEE AND EMPLOYEE LEASING SERVICES

January 16, 2019

On December 3, 2019, Purchasing received ten (10) bid submittals for ITB #19-32 TEMPORARY EMPLOYEE AND EMPLOYEE LEASING SERVICES. After review of the responses, City Staff has made a recommendation to award AUE STAFFING INC, ROBERT HALF ACCOUNTEMPS AND OFFICE TEAM, VEN LLC dba DAYTONA EMPLOYMENT, EBYTE TECHNOLOGIES INC and IOS ACQUISITION LLC.

The recommendation will be presented to City Council on January 21, 2020.

Joseph Castro
Buyer



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 1/21/2020

Consent item: Yes

SUBJECT: (B7d) Approval of one year renewal of contract with Remedy Intelligent Staffing, LLC for Temporary Employee and Leasing Services

DEPARTMENT: Administrative Services

GOAL:

RECOMMENDED MOTION: Move to approve the one year renewal of contract with Remedy Intelligent Staffing, LLC for temporary employee and leasing services for the purpose of the completion of current assignments, authorizing city manager to sign renewal document.

SUMMARY: The City has been partnered with Remedy Intelligent Staffing, LLC for Temporary Employee and Leasing Services since approximately 2012 and have been operating under the current contract since 2015. The current contract term was for a period of three years with two additional one year extensions through 2020. The contract additionally states "The term of this contract shall be automatically extended at the end of the Initial Term for two (2) additional years and on a succeeding yearly basis thereafter unless either party notifies the other, in writing, at least ninety (90) days prior to the end of the yearly period then in effect that the contract shall not be extended". Over the contract period, Remedy has not changed their markup percentage.

The City has current Temporary Employees working under contract with Remedy Intelligent Staffing, LLC. These Temporary assignments have been assisting staff with complex items such as the ERP implementation and the increased call volume due to Click2Gov being offline. Remedy did not bid on ITB 19-32, due to exceptions to some of the terms and conditions placed within the ITB. However, in accordance with the current contract, Remedy has agreed to an extension with the same terms and conditions and no change in rate in order to allow for the completion of any current temporary assignments.

Since the mark-up rate under the current contract is competitive with the responses in ITB 19-32 and by continuing the current temporary staffing assignments it will increase efficiency of operations by allowing the already trained Temporary Employees to complete their current assignments, staff is seeking to extend the current Remedy contract as provided for in current terms. Staff has not had any issues with Remedy as a vendor.

All new assignments for Temporary Employees will utilize one of the vendors awarded under ITB 19-32. Once all of the current assignments are completed under Remedy, staff will provide written notice to Remedy in accordance with contract that the services will no longer be utilized.

Project No.: Funding Account No.:

Presenter: Jamie Miller

ATTACHMENTS:

1.	Remedy Intelligent Staffing Contract Renewal Form	Remedy Intelligent Staffing Contract Renewal Form.pdf
2.	Remedy Intelligent Staffing LLC - Standard Contract Dated 1-28-15 (2) (1)	Remedy Intelligent Staffing LLC - Standard Contract Dated 1-28-15 (2) (1).pdf

Robin Fenwick	Created/Initiated - 1/14/2020
Jamie Miller	Approved - 1/14/2020
Scott Neils	Approved - 1/14/2020
Shannon Balmer	Approved - 1/15/2020
Jake Johansson	Approved - 1/15/2020
Robin Fenwick	Final Approval - 1/16/2020



City of Port Orange

Agreement

RENEWAL FORM

*****THIS FORM IS VALID IF EXECUTED PRIOR TO THE ORIGINAL AGREEMENT/CONTRACT EXPIRATION DATE.*****

To be completed by Contractor:

YES ☒ We desire to renew this agreement for another term at the same price, requirements, specifications, and conditions as the previous term as per the following:

☐ Standard Contract for Service CA No. _____

☐ Piggyback Agreement CA No. _____

☐ Purchase Order No. _____

Term From: 01/20/2020

To: 01/19/2021

Attached:

☐ Updated Bond

☐ Insurance Certificate/City as additional insured

NO ☐ We do not desire to renew this agreement for another term.

Verify your records by providing the following information:

Name of Company / Organization: Remedy Intelligent Staffing, Inc

Name of Contact Person: Tawnya Titus

Mailing Address: 1140 Pelican Bay Dr Daytona Beach, FL 32119

Email Contact Address: tawnya.titus@remedystaff.com

Phone: 386-334-5445 Fax: _____

IF THIS RENEWAL IS NOT SIGNED BY THE CONTRACTOR'S LEGALLY AUTHORIZED PERSON, THEN ATTACH WRITTEN AUTHORIZATION TO ENTER INTO CONTRACTS ON BEHALF OF THE CONTRACTOR FOR THE PERSON WHO SIGNS.

Contractor's Authorized Representative: _____

Signature

Date: 1-8-2020

For City Use Only:

Department completes the following:

Renewal Accepted Bond attached
Insurance attached OR Insurance waived per Agreement

Agreement Expiration: 01-19-2021

City Manager: _____ Date: _____

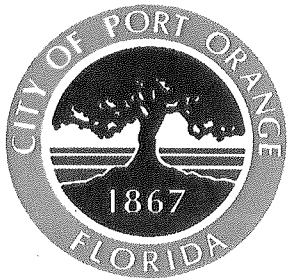
Please return to the City of Port Orange as follows:

Department: Admin Services Telephone: 386-506-5560

Contact: Jamie Miller Fax: _____

Email: hadmin@port-orange.org

Original Signed Form Must Be Returned to the City Clerk



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this 28 day of January, 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 **REMEDY INTELLIGENT STAFFING, LLC**, a California corporation registered to transact business in Florida whose principal address is 3820 State Street, Santa Barbara, California 93105 ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. Provision of Services

- (a) The Contractor hereby agrees to provide temporary employment and employee leasing related services to the City of Port Orange as outlined in RFP #15-08 Temporary Employee and Employee Leasing Services. A copy of this document is available in the Office of the City Clerk, City Hall, 1000 City Center, Port Orange, Florida 32129.
- (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 three (3) years, commencing on the last date this Contract is signed by the Parties and continuing until January 19, 2018 (the "Initial Term").

Annual Renewals: This Contract may be renewed for two (2) additional periods as follows:

Renewal No. 1: January 20, 2018 through January 19, 2019

Renewal No. 2: January 20, 2019 through January 19, 2020

The term of this Contract shall be automatically extended at the end of the Initial Term for two (2) additional years and on a succeeding yearly basis thereafter unless either party notifies the other, in writing, at least ninety (90) days prior to the end of the yearly period then in effect that the Contract shall not be extended. Annual renewals shall be subject to review and approval by the City Council.

Manner and Place: As outlined in RFP #15-08 Temporary Employee and Employee Leasing Services.

Time and Essence: Contractor acknowledges that time is of the essence for each Purchase Order issued hereunder.

Authorization for Services: The City makes no covenant or promise as to the number of employees or hours for temporary employment and employee leasing services, nor that the City shall place any orders for temporary employment and employee leasing 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. Authorization for services from Contractor shall be in the form of written Purchase Order(s), signed by an authorized agent of the City of Port Orange.

2. City Obligations In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "A" of the RFP #15-08 Proposer Acknowledgement Form attached hereto as Exhibit "1," subject to a limit up to but not to exceed Seventy-Five Thousand Dollars and 00/100 Dollars (\$75,000.00) per Fiscal Year. (The term "Fiscal Year" shall be defined as that one (1) year period commencing on October 1 and expiring on the following September 30.) 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>	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	

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. Contract Administration The Administrative Services Director, Donna J. Steinebach shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

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 This Contract includes all additional provisions as may have been outlined in RFP #15-08 Temporary Employee and Employee Leasing Services 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: Donna J. Steinebach, Administrative Services Director 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5562
Contractor:	Remedy Intelligent Staffing, LLC Attention: Cheryl L. Ratcliff, Director of Business Development 1140 Pelican Bay Drive Daytona Beach, Florida 32119 (386) 615-8859 Ext. 305 – Telephone tawnyat@remedystaff.com

Remedy Intelligent Staffing, LLC
3820 State Street
Santa Barbara, California 93105

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 this page intentionally left blank]

Witnesses:

M H
Printed Name: Heather Peterson

Alissa Greenwalt
Printed Name: Alissa Greenwalt

REMEDY INTELLIGENT STAFFING, LLC

By: Paul Galleberg
B. Stephen Sorenson, CEO PAUL GALLEBERG,
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. **SECRETARY**

Date: 1/19/15

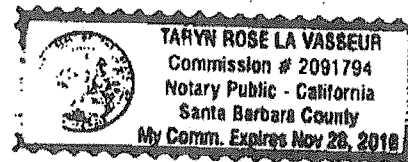
STATE OF CALIFORNIA
COUNTY OF Santa Barbara

The foregoing instrument was acknowledged before me this 19th day of January, 2015, by Stephen Sorenson, as CEO, a California corporation registered to transact business in Florida, and who:
Paul Galleberg Secretary

(Notary: Please select one)

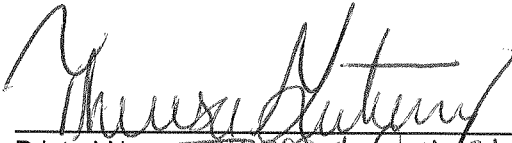
☐ is personally known to me; or
☒ has produced CA Drivers license as identification.

Taryn Rose La Vasseur
Notary Public, State of California
Printed, typed or stamped name, commission and expiration:



Witnesses:

CITY OF PORT ORANGE


Printed Name: Theresa Gutierrez

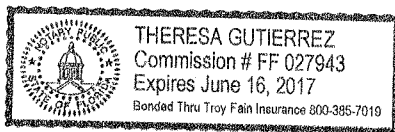
By: 
Allen Green, Mayor

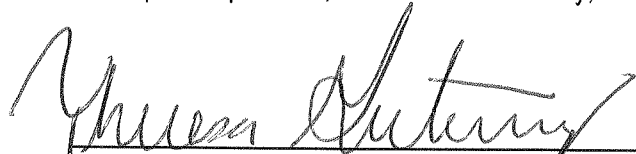

Printed Name: Barbara J. Abbate

Date: 1/28/15

STATE OF FLORIDA
COUNTY OF VOLUSIA

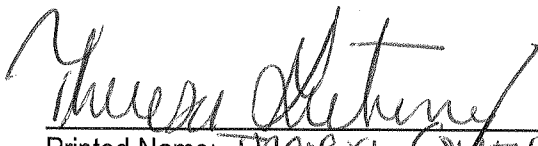
The foregoing instrument was acknowledged before me this 28 day of Jan, 2015, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

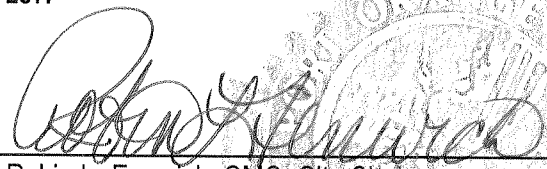



Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:


Printed Name: Theresa Gutierrez

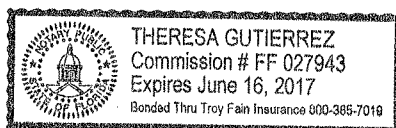
By: 
Robin L. Fenwick, CMC, City Clerk

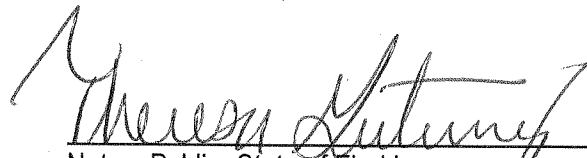

Printed Name: Barbara J. Abbate

Date: 1/28/15

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 28 day of Jan, 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 4704]

SECTION 230

City of Port Orange

EXHIBIT A

Respondent's Name:

Romeo Intelligent Staffing

TEMPORARY POSITIONS

City of Port Orange Job Classification	City Pay Grade	Workers Comp Code	Employee Rate of Pay	Markup %	City Rate of Pay Temporary
Custodian	95	9015	\$8.51	1.32	11.23
Program Leader	95	9102	\$8.51	1.32	11.23
TV Production Specialist	95	8810	\$8.51	1.32	11.23
Water Meter Repairman	95	7520	\$8.51	1.32	11.23
Maintenance Worker II	110	9102	\$10.39	1.32	13.71
Office Assistant III	110	8810	\$10.39	1.32	13.71
Meter Reader	115	7520	\$10.69	1.32	14.11
Utility/Meter Reader	115	7520	\$10.69	1.32	14.11
Customer Service Rep I	117	8810	\$10.82	1.32	14.28
Permit Licensing Technician	117	8810	\$10.82	1.32	14.28
Office Assistant IV	120	8810	\$11.28	1.32	14.88
Sr. Meter Reader	120	7520	\$11.28	1.32	14.88
Storekeeper	120	8810	\$11.28	1.32	14.88
Utility Service Worker	122	7580	\$11.36	1.32	15.00
Community Service Officer	125	7720	\$11.75	1.32	15.51
Crime Statistician	125	8810	\$11.75	1.32	15.51
Quartermaster	125	8810	\$11.75	1.32	15.51
Customer Service Rep II	126	8810	\$11.78	1.32	15.55
Equipment Operator II	126	5509	\$11.78	1.32	15.55
Sign/Bldg Technician	126	5509	\$11.78	1.32	15.55
Small Engine Mechanic	126	8380	\$11.78	1.32	15.55
Crew Chief	132	7520	\$12.29	1.32	16.22
Accounting Technician II	135	8810	\$12.47	1.32	16.46
Lift Station Mechanic	135	7520	\$12.47	1.32	16.46
Parks & Rec Program Spec.	135	8810	\$12.47	1.32	16.46
Plant Mechanic	135	7520	\$12.47	1.32	16.46
Utilities Technician	135	7520	\$12.47	1.32	16.46
Automotive Mechanic II	136	8380	\$12.63	1.32	16.67
Customer Service Rep III	136	8810	\$12.63	1.32	16.67
Utility Billing Clerk	136	8810	\$12.63	1.32	16.67
Treatment Plant Operator	138	7520	\$13.21	1.32	17.44
Code Compliance Inspector	140	9410	\$13.62	1.32	17.98

SECTION 230

City of Port Orange

EXHIBIT A

Temporary

Customer Service Supervisor	140	8810	\$13.62	1.32	17.98
Office Assistant V	140	8810	\$13.62	1.32	17.98
Senior Utilities Technician	140	7520	\$13.62	1.32	17.98
Victim Advocate	140	7720	\$13.62	1.32	17.98
Lab Technician	145	7520	\$13.93	1.32	18.39
Foreman	146	7520	\$14.20	1.32	18.74
Assistant Lab Manager	150	7520	\$14.64	1.32	19.32
Buyer	150	8810	\$14.64	1.32	19.32
Chief Plant Mechanic	150	7520	\$14.64	1.32	19.32
Helpdesk Specialist	150	8810	\$14.64	1.32	19.32
Instrument Control Technician	150	9410	\$14.64	1.32	19.32
PC Specialist	150	8810	\$14.64	1.32	19.32
Recreation Coordinator	150	9102	\$14.64	1.32	19.32
Shift Supervisor	150	7580	\$14.64	1.32	19.32
Special Events Coordinator	150	8810	\$14.64	1.32	19.32
Accounting Technician III	155	8810	\$15.36	1.32	20.28
Executive Asst. to City Mgr.	155	8810	\$15.36	1.32	20.28
HR Administrator	155	8810	\$15.36	1.32	20.28
Paralegal	155	8810	\$15.36	1.32	20.28
Parks & Rec Supervisor	155	9102	\$15.36	1.32	20.38
Right-of-Way Agent	155	7520	\$15.36	1.32	20.28
Building Permit Coordinator	160	8810	\$16.12	1.32	21.28
Code Enforcement Supervisor	160	9410	\$16.12	1.32	21.28
Construction Inspector	160	9410	\$16.12	1.32	21.28
Development Review Tech.	160	8810	\$16.12	1.32	21.28
Utility Inspector	160	7520	\$16.12	1.32	21.28
Accountant I	165	8810	\$17.20	1.32	22.70
Applications Administrator	165	8810	\$17.20	1.32	22.70
AS400 Mid-Range Programmer	165	8810	\$17.20	1.32	22.70
Engineer	165	8810	\$17.20	1.32	22.70
Lab Manager	165	7580	\$17.20	1.32	22.70
Public Works Engineer	165	8810	\$17.20	1.32	22.70
Sr. I.T. Analyst	165	8810	\$17.20	1.32	22.70
Superintendent	165	7520	\$17.20	1.32	22.70
Building Insp/Plans Examiner	170	9410	\$18.05	1.32	23.83
Capital Improv/Revenue Coord.	170	8810	\$18.05	1.32	23.83
Chief Plant Operator	170	7580	\$18.05	1.32	23.83
GIS Technician	170	8810	\$18.05	1.32	23.83
Grants/Contract Accountant	170	8810	\$18.05	1.32	23.83
Proprietary Funds Accountant	170	8810	\$18.05	1.32	23.83

SECTION 230

City of Port Orange

EXHIBIT A

Temporary

Utilities Budget Analyst	170	8810	\$18.05	1.32	23.83
Web Developer/Programmer	170	8810	\$18.05	1.32	23.83
Chief Inspector	175	9015	\$18.96	1.32	25.03
PIO & Grants Manager	175	8810	\$18.96	1.32	25.03
Planner	175	8810	\$18.96	1.32	25.03
Senior Accountant	175	8810	\$18.96	1.32	25.03
Asst. Public Utilities Director	182	8810	\$20.59	1.32	27.18
Asst. Public Works Director	182	8810	\$20.59	1.32	27.18
City Clerk	182	8810	\$20.59	1.32	27.18
Customer Service Manager	182	8810	\$20.59	1.32	27.18
Facilities Manager	182	5509	\$20.59	1.32	27.18
HR Manager	182	8810	\$20.59	1.32	27.18
Purchasing Manager	182	8810	\$20.59	1.32	27.18
Risk Manager	182	8810	\$20.59	1.32	27.18
Civil Engineer	187	8810	\$22.13	1.32	29.21
Compliance Manager	187	8810	\$22.13	1.32	29.21
Senior Planner	187	8810	\$22.13	1.32	29.21
Principal Planner	188	8810	\$22.74	1.32	30.02
Building Official	189	9410	\$23.35	1.32	30.82
Network Administrator	189	8810	\$23.35	1.32	30.82
Public Utilities Engineer	189	7520	\$23.35	1.32	30.82
Accounting Manager	190	8810	\$25.79	1.32	34.04
Asst. City Attorney/Legal Adv	190	8810	\$25.79	1.32	34.04
Community Development Engineer	190	8810	\$25.79	1.32	34.04
Construction & Engineering Mgr	190	8810	\$25.79	1.32	34.04
IT Manager	190	8810	\$25.79	1.32	34.04
Planning Manager	190	8810	\$25.79	1.32	34.04

Markup % for TEMPORARY Positions not listed:

32%

Markup % for LEASED Positions not listed:

30%

The City reserves the right to add or delete positions as required

SECTION 230

City of Port Orange

EXHIBIT A

Respondent's Name:

Romedy Intelligent Staffing

TEMPORARY POSITIONS

City of Port Orange Job Classification	City Pay Grade	Workers Comp Code	Employee Rate of Pay	Markup %	City Rate of Pay Leased
Custodian	95	9015	\$8.51	1.30	11.06
Program Leader	95	9102	\$8.51	1.30	11.06
TV Production Specialist	95	8810	\$8.51	1.30	11.06
Water Meter Repairman	95	7520	\$8.51	1.30	11.06
Maintenance Worker II	110	9102	\$10.39	1.30	13.51
Office Assistant III	110	8810	\$10.39	1.30	13.51
Meter Reader	115	7520	\$10.69	1.30	13.90
Utility/Meter Reader	115	7520	\$10.69	1.30	13.90
Customer Service Rep I	117	8810	\$10.82	1.30	14.06
Permit Licensing Technician	117	8810	\$10.82	1.30	14.06
Office Assistant IV	120	8810	\$11.28	1.30	14.66
Sr. Meter Reader	120	7520	\$11.28	1.30	14.66
Storekeeper	120	8810	\$11.28	1.30	14.66
Utility Service Worker	122	7580	\$11.36	1.30	14.77
Community Service Officer	125	7720	\$11.75	1.30	15.28
Crime Statistician	125	8810	\$11.75	1.30	15.28
Quartermaster	125	8810	\$11.75	1.30	15.28
Customer Service Rep II	126	8810	\$11.78	1.30	15.31
Equipment Operator II	126	5509	\$11.78	1.30	15.31
Sign/Bldg Technician	126	5509	\$11.78	1.30	15.31
Small Engine Mechanic	126	8380	\$11.78	1.30	15.31
Crew Chief	132	7520	\$12.29	1.30	15.98
Accounting Technician II	135	8810	\$12.47	1.30	16.21
Lift Station Mechanic	135	7520	\$12.47	1.30	16.21
Parks & Rec Program Spec.	135	8810	\$12.47	1.30	16.21
Plant Mechanic	135	7520	\$12.47	1.30	16.21
Utilities Technician	135	7520	\$12.47	1.30	16.21
Automotive Mechanic II	136	8380	\$12.63	1.30	16.42
Customer Service Rep III	136	8810	\$12.63	1.30	16.42
Utility Billing Clerk	136	8810	\$12.63	1.30	16.42
Treatment Plant Operator	138	7520	\$13.21	1.30	17.17
Code Compliance Inspector	140	9410	\$13.62	1.30	17.71

SECTION 230

City of Port Orange

EXHIBIT A

LEASED

Customer Service Supervisor	140	8810	\$13.62	1.30	17.71
Office Assistant V	140	8810	\$13.62	1.30	17.71
Senior Utilities Technician	140	7520	\$13.62	1.30	17.71
Victim Advocate	140	7720	\$13.62	1.30	17.71
Lab Technician	145	7520	\$13.93	1.30	18.11
Foreman	146	7520	\$14.20	1.30	18.46
Assistant Lab Manager	150	7520	\$14.64	1.30	19.03
Buyer	150	8810	\$14.64	1.30	19.03
Chief Plant Mechanic	150	7520	\$14.64	1.30	19.03
Helpdesk Specialist	150	8810	\$14.64	1.30	19.03
Instrument Control Technician	150	9410	\$14.64	1.30	19.03
PC Specialist	150	8810	\$14.64	1.30	19.03
Recreation Coordinator	150	9102	\$14.64	1.30	19.03
Shift Supervisor	150	7580	\$14.64	1.30	19.03
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Executive Asst. to City Mgr.	155	8810	\$15.36	1.30	19.97
HR Administrator	155	8810	\$15.36	1.30	19.97
Paralegal	155	8810	\$15.36	1.30	19.97
Parks & Rec Supervisor	155	9102	\$15.36	1.30	19.97
Right-of-Way Agent	155	7520	\$15.36	1.30	19.97
Building Permit Coordinator	160	8810	\$16.12	1.30	20.96
Code Enforcement Supervisor	160	9410	\$16.12	1.30	20.96
Construction Inspector	160	9410	\$16.12	1.30	20.96
Development Review Tech.	160	8810	\$16.12	1.30	20.96
Utility Inspector	160	7520	\$16.12	1.30	20.96
Accountant I	165	8810	\$17.20	1.30	22.36
Applications Administrator	165	8810	\$17.20	1.30	22.36
AS400 Mid-Range Programmer	165	8810	\$17.20	1.30	22.36
Engineer	165	8810	\$17.20	1.30	22.36
Lab Manager	165	7580	\$17.20	1.30	22.36
Public Works Engineer	165	8810	\$17.20	1.30	22.36
Sr. I.T. Analyst	165	8810	\$17.20	1.30	22.36
Superintendent	165	7520	\$17.20	1.30	22.36
Building Insp/Plans Examiner	170	9410	\$18.05	1.30	23.47
Capital Improv/Revenue Coord.	170	8810	\$18.05	1.30	23.47
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GIS Technician	170	8810	\$18.05	1.30	23.47
Grants/Contract Accountant	170	8810	\$18.05	1.30	23.47
Proprietary Funds Accountant	170	8810	\$18.05	1.30	23.47

SECTION 230

City of Port Orange

EXHIBIT A

LEASED

Utilities Budget Analyst	170	8810	\$18.05	1.30	23.47
Web Developer/Programmer	170	8810	\$18.05	1.30	23.47
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PIO & Grants Manager	175	8810	\$18.96	1.30	24.95
Planner	175	8810	\$18.96	1.30	24.95
Senior Accountant	175	8810	\$18.96	1.30	24.95
Asst. Public Utilities Director	182	8810	\$20.59	1.30	26.77
Asst. Public Works Director	182	8810	\$20.59	1.30	26.77
City Clerk	182	8810	\$20.59	1.30	26.77
Customer Service Manager	182	8810	\$20.59	1.30	26.77
Facilities Manager	182	5509	\$20.59	1.30	26.77
HR Manager	182	8810	\$20.59	1.30	26.77
Purchasing Manager	182	8810	\$20.59	1.30	26.77
Risk Manager	182	8810	\$20.59	1.30	26.77
Civil Engineer	187	8810	\$22.13	1.30	28.77
Compliance Manager	187	8810	\$22.13	1.30	28.77
Senior Planner	187	8810	\$22.13	1.30	28.77
Principal Planner	188	8810	\$22.74	1.30	29.56
Building Official	189	9410	\$23.35	1.30	30.36
Network Administrator	189	8810	\$23.35	1.30	30.36
Public Utilities Engineer	189	7520	\$23.35	1.30	30.36
Accounting Manager	190	8810	\$25.79	1.30	33.53
Asst. City Attorney/Legal Adv	190	8810	\$25.79	1.30	33.53
Community Development Engineer	190	8810	\$25.79	1.30	33.53
Construction & Engineering Mgr	190	8810	\$25.79	1.30	33.53
IT Manager	190	8810	\$25.79	1.30	33.53
Planning Manager	190	8810	\$25.79	1.30	33.53

Markup % for TEMPORARY Positions not listed:

32%

Markup % for LEASED Positions not listed:

30%

The City reserves the right to add or delete positions as required



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 1/21/2020

Consent item: Yes

SUBJECT: (B8) Resolution No. 20-2 - Supporting the State Highway Memorandum of Agreement with the Florida Department of Transportation

DEPARTMENT: Public Works

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Resolution No. 20-2 in support of the Memorandum of Agreement with the Florida Department of Transportation for routine maintenance on State rights of way within City limits for the three-year term effective April 1, 2020 to March 31, 2023.

SUMMARY: The State Highway Memorandum of Agreement (MOA) between the City and the Florida Department of Transportation (FDOT) expires March 31, 2020. Under this agreement, the FDOT agrees to compensate the City in exchange for routine landscape maintenance on State rights of way located within City limits.

The FDOT is proposing a new three year agreement (#ASF73) effective April 1, 2020 through March 31, 2023. Under the new agreement, the annual compensation to the City will be \$70,605.00, to be paid on a quarterly basis to the City (\$17,651.00/quarter). Total compensation paid to the City over the three year period will be \$211,815.00. A copy of the agreement is attached for review and it provides a list of areas maintained and tasks to be performed by the City.

Project No.: Funding Account No.:

Presenter: Lynn Stevens

ATTACHMENTS:

1.	Resolution No. 20-2 with exhibits	Reso 20-2.pdf
2.	FDOT Memorandum of Agreement 2020-2023	FDOT MOU for CC.pdf
3.	W9 for FDOT	W9 for FDOT.pdf
4.	Justification Memo FDOT MOA Agmt eff March 2020 (1)	Justification Memo FDOT MOA Agmt eff March 2020 (1).pdf
5.	Letter from FDOT re proposed new agmt ASF73 eff 2020 to 2023 MOA State ROW	Letter from FDOT re proposed new agmt ASF73 eff 2020 to 2023 MOA State ROW.pdf

Kynah Cockcroft	Created/Initiated - 12/24/2019
Kynah Cockcroft	Approved - 12/24/2019
Julia Wiggins	Approved - 12/24/2019
Tom DiEulio	Approved - 12/26/2019
Ronny Buttrum	Approved - 12/26/2019
Lynn Stevens	Approved - 12/26/2019
Scott Neils	Approved - 12/27/2019
Matthew Jones	Approved - 1/13/2020
Jake Johansson	Approved - 1/15/2020
Robin Fenwick	Final Approval - 1/16/2020

RESOLUTION NO. 20-2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR MAINTENANCE OF THE RIGHT-OF-WAYS LOCATED ON RIDGEWOOD AVENUE (SR 5), NOVA ROAD (SR 5A), DUNLAWTON AVENUE (SR 421), THE CAUSEWAY (SR A1A) AND PENINSULA DRIVE (SR 441); DIRECTING THE CITY CLERK TO FORWARD A COPY OF SAID RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation ("FDOT") has created roadway and roadside areas and median strips on portions of State Highway System within the City of Port Orange; and

WHEREAS, the FDOT agrees to compensate the City of Port Orange in exchange for maintaining State right-of-ways located within the City limits; and

WHEREAS, the City Council of the City of Port Orange wishes to authorize the Mayor and City Clerk to execute a Highway Maintenance Memorandum of Agreement between the City of Port Orange and the Florida Department of Transportation for right-of-way areas specified in the agreement.

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

Section 1. The City Council of the City of Port Orange, Florida, hereby authorizes the Mayor and City Clerk to execute a Highway Maintenance Memorandum

of Agreement and any mutually agreed upon renewals, between the city of Port Orange and the Florida Department of Transportation for maintenance of State right-of-ways specified in the agreement, a copy of which is attached hereto as **Exhibit "1."**

Section 2. The City Clerk of the City of Port Orange is hereby directed to send a copy of this resolution to the Florida Department of Transportation.

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

DONALD O. BURNETTE, MAYOR

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Adopted on the _____ day of _____, 2020.

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

EXHIBIT "1"
FLORIDA DEPARTMENT OF TRANSPORTATION
HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT

Contract No.: ASF73
FINANCIAL PROJECT NO.: 244608-1-78-02

THIS Agreement, entered into this _____ day of _____, 2020 by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, a component agency of the State of Florida, hereinafter called the DEPARTMENT and the CITY OF PORT ORANGE, State of Florida, existing under the Laws of Florida, hereinafter called the CITY.

W I T N E S S E T H:

WHEREAS, as a part of the continual updating of the State of Florida Highway System, the DEPARTMENT, for the purpose of safety, has constructed roadway, roadside areas and medians on that part of the State Highway System within the limits of the CITY OF PORT ORANGE, or adjacent to; and

WHEREAS, the CITY acknowledges that there is mutual benefit in effectively maintaining these area and the CITY is of the opinion that said roadway, roadside areas and median strips shall be attractively maintained; and

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the CITY, by Resolution 20-2 dated the _____ day of _____, 2020 attached hereto as **EXHIBIT "A,"** which by reference hereto shall become a part hereof, desires to enter into this Agreement and authorizes its officers to do so.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

PROVISIONS

1. The CITY shall be responsible for routine maintenance of all roadway features within DEPARTMENT's right-of-way having limits described by **EXHIBIT "B,"** or subsequent amended limits mutually agreed to in writing by both parties. For the purpose of this Agreement, the maintenance activities to be performed by the CITY are defined in **EXHIBIT "C,"** or as defined by subsequent amended definitions agreed in writing by both parties.

2. The CITY shall perform the maintenance activities as described in EXHIBIT "C" in accordance with DEPARTMENT publications:

a) Maintenance Rating Program (MRP) Handbook, latest edition, which by reference hereto shall become a part hereof. The activities shall be performed in a manner that results in a minimum MRP score of 80.

b) FDOT Standard Plans, current edition, which by reference hereto shall become a part hereof.

3. The CITY shall be responsible for monitoring maintenance operations and the maintenance of traffic ("MOT") throughout the term of the Agreement in accordance with the latest edition of FDOT Standard Specifications, Section 102. The CITY is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of FDOT Standard Plans, Index 102-600 series.

4. The DEPARTMENT may, at its discretion, perform periodic inspections of any or all locations. If it is determined that any of the roadway features defined in EXHIBIT "C" are not being maintained as required by this Agreement, the DEPARTMENT will issue a notice of such deficiency to the CITY's point of contact by email or certified mail. The CITY shall have thirty (30) days to correct the deficiency(ies) and to notify the DEPARTMENT by email or certified mail, that the deficiency(ies) has been corrected. If said deficiency or deficiencies are not corrected within this time period the DEPARTMENT may at its option, proceed as follows:

- a) Maintain the roadway features declared deficient with the DEPARTMENT or DEPARTMENT Contractor's material, equipment and personnel. The actual cost for such work will be deducted from payment to the CITY; or
- b) Terminate this Agreement in accordance with the provisions of this Agreement.

5. In the event of a Governor Declared Emergency, a natural disaster or significant occurrence (hurricane, tornado, vehicle accident, hazardous waste spills, etc.) the CITY and the DEPARTMENT will cooperate and coordinate the use of their respective resources to provide for clean up, removal, and disposal of debris or other substances from the DEPARTMENT's right of way described in EXHIBIT "B" or any amended limits mutually agreed upon in writing by both parties hereto. The DEPARTMENT will not deduct any payment to the CITY, costs for impairment of performance of any activity or part thereof defined in EXHIBIT "C", as a result of such event and the redirection of CITY forces towards fulfillment of the responsibility under this article. This paragraph shall not be interpreted to reduce CITY's right to compensation or reimbursement from any other sources (i.e.: FEMA) for the debris removal or other activities of the CITY subsequent to a natural disaster or accident.

6. During the term of this Agreement, the DEPARTMENT may from time to time engage in transportation projects on the roads covered by this Agreement. Some of these projects may involve the DEPARTMENT's construction contractor temporarily assuming maintenance responsibility for the limits of the project. In that event, the DEPARTMENT will notify the CITY of the limits of the project and the time frame for that project. During that time and for those limits, the CITY may be released from its obligation to perform maintenance on those roads and the compensation to be paid under this Agreement may be reduced for the duration of the construction project. The reduction in compensation shall be based on the formula used to initially compute the amount of compensation under this Agreement. The CITY will be notified of the amount of the reduction as part of the aforementioned notice.

TERM

1. After this Agreement has been executed by the parties, the DEPARTMENT will issue a Notice to Proceed to the CITY which may be sent by electronic mail at the DEPARTMENT's discretion. The term of this Agreement commences on the effective date of the Notice to Proceed and will continue for a period of three (3) years from the effective date on the Notice to Proceed. This Agreement may be renewed for a period that may not exceed one three (3) year term.

2. A renewal may be made at the discretion of the DEPARTMENT and will be subject to the same terms and conditions set forth in this Agreement. A renewal shall be contingent upon satisfactory performance evaluations by the DEPARTMENT and subject to the availability of funds. Renewals must be mutually agreed upon by both parties and in writing and must be executed prior to the expiration date of its preceding term.

3. In the event this Agreement extends beyond the DEPARTMENT's current Fiscal year that begins July 1 of each year and ends June 30 of each succeeding year, the CITY and the DEPARTMENT mutually agree that the State of Florida's performance and obligation to pay under this contract is contingent upon and annual appropriation by the Legislature. In addition, Section 339.135(6)(a), Florida Statutes, is incorporated by reference, and is set forth herein below as follows:

F.S. "339.135(6)(a) "- The Department, during any Fiscal Year, shall not expend money, incur any liability, or enter into any Contract which by its terms, involves any expenditure of money in excess of the amounts budgeted as available for expenditure during such Fiscal Year. Any Contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid under such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such Contract or any other binding commitment of funds. Nothing herein shall prevent the making of Contracts for periods exceeding one(1) year, but any Contract so made shall be executory only for the value of services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all Contracts of the Department which are for an amount in excess of \$25,000 and having a term for a period of more than one year.

COMPENSATION

1. The DEPARTMENT agrees to pay the CITY, following a Notice to Proceed, compensation for the cost of maintenance as described in the Provisions Section of this Agreement. The payment will be for the amount of \$17,651.25 per quarter, equating to \$70,605.00 per year for the duration of the term.

2. Payment shall be made only after receipt of goods and services as provided in Section 215.422, Florida Statutes. Detailed quarterly invoices and any associated documents, including Maintenance Management System (MMS) breakdown of all activities, shall be submitted to the DEPARTMENT's Project Administrator: Christopher Engels. Delivery shall be effective upon receipt of a proper quarterly invoice and any required associated documents.

a) Upon receipt, the DEPARTMENT has seven (7) working days to inspect and approve the goods and services, unless otherwise specified herein. The DEPARTMENT has twenty (20) days to Deliver a request for payment (voucher) to the Department of Finance. The twenty (20) days are measured from the latter of the date the invoice is received, at the location stated herein, or the goods and services are received, inspected and approved.

b) Any penalty for delay in payment shall be in accordance with Section 215.422, Florida Statutes. Section 215.422(5), Florida Statutes, provides that all purchasing Agreements between a State agency and a vendor, applicable to this section, shall include a statement of the vendor's rights and the State's responsibilities under this section. The vendor's rights shall include being provided with the name and telephone number of the Vendor Ombudsman within the Department of Financial Services.

c) If payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the CITY. Interest penalties of less than one (\$1.00) dollar shall not be enforced unless the CITY requests payment. Invoices, which have been returned to the CITY because of CITY preparation errors, will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is received by the DEPARTMENT.

d) A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the DEPARTMENT. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services Consumer Hotline, 1-800-342-2762.

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4. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the CITY's general accounting records and the project records, together with supporting documents and records of the CITY and all subcontractors performing work, and all other records of the CITY and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.

CONDITIONS FOR TERMINATION

1. This Agreement or any part thereof is subject to termination at the discretion of the DEPARTMENT under any of the following conditions:

a) In the event the Legislature fails to make an annual appropriation to pay for the CITY's services to be performed hereunder.

b) The CITY has not complied with the provisions of this Agreement as described herein, or has demonstrated a pattern of repeated non-compliance.

c) The DEPARTMENT determines that the Agreement is no longer feasible.

- 2) Either party may terminate this Agreement in writing with thirty (30) days' notice.

NOTICES AND POINTS OF CONTACT

- a) For the **DEPARTMENT**:

Title: Field Operation Manager
Name: Christopher Engels
Address: 1650 Kepler Rd. Deland FL 32724 Telephone: 386-740-3420
Email: christopher.engels@dot.state.fl.us

- b) For the **CITY**:

Title: Public Works Director
Name: Lynn Stevens
Address: 1000 City Center Cr.
Telephone: 386-506-5759
Email: lstevens@port-orange.org

ADDITIONAL PROVISIONS AND LEGAL REQUIREMENTS

1. **LEGAL REQUIREMENTS.** This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations.

- a) If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.
- b) The CITY shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CITY in conjunction with this Agreement. Failure by CITY to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.
- c) The CITY and the DEPARTMENT agree that the CITY, its employees, contractors, subcontractors, consultants, and sub consultants are not agents of the DEPARTMENT as a result of this Agreement.
- d) The CITY shall not cause any liens or encumbrances to attach to any portion of the DEPARTMENT's right-of-way.
- e) Nothing herein shall be construed as a waiver of either party's sovereign immunity.

2. **PUBLIC ENTITY CRIME.** The CITY affirms that it is aware of the provisions of 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 in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The CITY agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

3. **UNAUTHORIZED ALIENS.** The DEPARTMENT will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.

4. **NON-DISCRIMINATION.** The CITY will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The CITY shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The CITY shall insert similar provisions in all contracts and subcontracts for services by this Agreement.

5. **DISCRIMINATORY VENDOR LIST.** The CITY affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. The CITY further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

6. **ATTORNEY FEES.** Each Party shall bear its own attorney's fees and costs.

7. **TRAVEL.** There shall be no reimbursement for travel expenses under this Agreement.

8. **PRESERVATION OF REMEDIES.** No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.

9. **MODIFICATION.** This Agreement may not be modified unless done so in a writing executed by both Parties to this Agreement.

10. **NON-ASSIGNMENT.** The CITY may not assign, sub license, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the DEPARTMENT. Any assignment, sublicense, or transfer occurring without the required prior written approval of the DEPARTMENT will be null and void. The DEPARTMENT will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida, upon giving prior written notice to the CITY. In the event that the DEPARTMENT approves transfer of the CITY's obligations, the CITY remains responsible for all work performed and all expenses incurred in connection with this Agreement.

11. The CITY agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

"The contractor / subcontractor / consultant / subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor / subcontractor / consultant / subconsultant, its officers, agents or employees."

12. **BINDING AGREEMENT.** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for in this Agreement.

13. **INTERPRETATION.** No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

14. **ENTIRE AGREEMENT.** This Agreement, together with the attached exhibits and documents made a part by reference, embodies the entire agreement of the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the CITY and the authorized officer of the DEPARTMENT or his/her delegate.

15. **DUPLICATE ORIGINALS.** This Agreement may be executed in duplicate originals.

16) **E-VERIFY** - the CITY shall:

- a) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CITY during the term of the contract; and

- b) expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

17. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

The remainder of this page is intentionally left blank

EXECUTION

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

CITY OF PORT ORANGE, FLORIDA:

By: _____
Donald O. Burnette, Mayor

Attest: _____
Robin L. Fenwick, City Clerk

Legal Approval: _____

DEPARTMENT:

By: _____
Alan Hyman, P.E., Director of Transportation Operations

Attest: _____

Printed Name & Title

Legal Approval: _____

EXHIBIT “A”

RESOLUTION, FOLLOWING ON NEXT PAGE.

RESOLUTION NO. 20-2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR MAINTENANCE OF THE RIGHT-OF-WAYS LOCATED ON RIDGEWOOD AVENUE (SR 5), NOVA ROAD (SR 5A), DUNLAWTON AVENUE (SR 421), THE CAUSEWAY (SR A1A) AND PENINSULA DRIVE (SR 441); DIRECTING THE CITY CLERK TO FORWARD A COPY OF SAID RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation ("FDOT") has created roadway and roadside areas and median strips on portions of State Highway System within the City of Port Orange; and

WHEREAS, the FDOT agrees to compensate the City of Port Orange in exchange for maintaining State right-of-ways located within the City limits; and

WHEREAS, the City Council of the City of Port Orange wishes to authorize the Mayor and City Clerk to execute a Highway Maintenance Memorandum of Agreement between the City of Port Orange and the Florida Department of Transportation for right-of-way areas specified in the agreement.

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

Section 1. The City Council of the City of Port Orange, Florida, hereby authorizes the Mayor and City Clerk to execute a Highway Maintenance Memorandum

of Agreement and any mutually agreed upon renewals, between the city of Port Orange and the Florida Department of Transportation for maintenance of State right-of-ways specified in the agreement, a copy of which is attached hereto as **Exhibit "1."**

Section 2. The City Clerk of the City of Port Orange is hereby directed to send a copy of this resolution to the Florida Department of Transportation.

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

DONALD O. BURNETTE, MAYOR

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Adopted on the _____ day of _____, 2020.

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

EXHIBIT “B”

<i>PROJECT LIMITS:</i>			
SECTION NUMBER	STATE ROAD	LOCATION	LENGTH
79010	SR-5 (US-1)	From Rose Bay Bridge (MP 24.727) to North City Limits (MP 28.100)	3.373
79190	SR-5A (Nova Rd)	From SR-5/ US-1 (MP 0.000) to Canal View Blvd. (MP 3.168)	3.168
79230	SR-421 (Dunlawton Ave.)	From West City Limits to I-95 SB ramps (MP 0.000 – 0.015) & From I-95 NB ramps (MP: 0.331 – 4.001) to SR-5/ US-1	3.685
79180	SR-A1A	From SR-5/US-1 (MP 0.000) to Peninsula Dr. (MP 1.079) Includes High Rise Bridge	1.079
79260	SR-441 (Peninsula Dr.)	From SR-A1A (MP 0.000) to North City Limits (MP 0.545)	0.545

EXHIBIT C

MAINTENANCE ACTIVITIES:

(Maintenance Activities to be included and part of this Agreement will be checked in the INC. column)

<u>INC.</u>	<u>ACTIVITY</u>	<u>DESCRIPTION</u>
☐	433	Sodding: Cutting and placing sod in areas along the roadside associated with reworking non-paved shoulders, slopes, ditches, median islands, utility strips and repairing washouts.
☐	435	Seeding, Fertilizing and Mulching: Seeding, fertilizing, and mulching of the roadside.
☐	436	Reworking Non-Paved Shoulders, Front Slopes, and Roadside Ditches (Mechanical): Reworking non-paved shoulders, front slopes, roadside ditches and turnouts either by the addition of suitable material and reshaping, or by cutting down built-up areas.
☐	451	Clean Drainage Structures: Cleaning storm drains, French drains, manholes, side drains, cross drains, inlets, piped outfalls, box culverts, and other miscellaneous drain structures.
☐	459	Concrete Sidewalk Repair: Repair or replacement of existing sections of concrete sidewalk.
☐	461	Roadside Ditches – Clean and Reshape: Cleaning and reshaping of ditches other than outfalls.
☒	471	Large Machine Mowing: Mowing of roadside areas with large mowers where conditions accommodate the efficient use of 7 foot and larger mowers, alone or in combination.
☒	482	Slope Mowing: Grass, brush, and weed cutting along slopes too steep to safely mow or are inaccessible for conventional mowing tractors.
☒	485	Small Machine Mowing: Mowing the roadside with small hand or riding mowers have a cutting width of 40 inches or less.
☒	487	Manual Weed Control: Brush, weed, and grass cutting 100 mm (4”) or less in diameter performed with hand tools.
☒	490	Fertilizing: Fertilizing to provide required nutrients to establish and maintain an acceptable roadside turf.
☒	492	Tree Trimming & Removal: The trimming of the height and sides of trees and removal of undesirable trees (over 4 inches in diameter or trimming that cannot be done under Activity 487 Weed Control - Manual). To include the chipping and/or removal of all debris from work site.
☐	493	Landscaped Area Maintenance: All efforts required for proper maintenance of landscaped areas, including litter removal, mowing, edging, fertilizing, weeding, mulching, etc.
☒	494	Chemical Grass and Weed Control: The application (handgun, basal or cut stump) of herbicides to slopes, ditches, fence, guardrail, barrier wall, reinforced earthen walls, sidewalks, bridges, curb and gutter, obstructions, shoulders, and other areas not assessable to mowers. Not to include chemical applications within landscape or mitigation areas.

☐	498	Storm Water Management: To maintain, to the maximum extent practicable, all surface/storm water management systems to a functioning state as designed and in compliance with the permit conditions and/or applicable rules and regulations.
☐	527	Fence Repair: To provide highway safety and deter unauthorized and unrestrained access to highway facilities.
☒	541	Roadside Litter Removal: Cleaning roadways and roadsides of debris, such as cans, bottles, paper, Adopt-A-Highway litter. Includes the hauling and disposal of litter. Does not include wayside parks, rest areas and service plaza barrels.
☒	542	Road Sweeping (Manual): To remove debris from the roadway where mechanical means are not feasible before a drainage or safety problem is created or before it becomes unsightly.
☒	543	Road Sweeping (mechanical): Machine sweeping of roadway to protect the facility from excessive accumulation of debris.
☒	545	Edging & Sweeping: Removal of vegetation and debris from the curb, gutter and sidewalk.
☒	497	Chemical Weed and Grass control selective weeding: The application of herbicides to control undesired vegetation in turf within the highway right of way. This involves application of selective chemical formulations by wiping or handgun methods. Do not include herbicide efforts within mitigation or landscape areas.
☐		
☐		

FLORIDA DEPARTMENT OF TRANSPORTATION
HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT

Contract No.: ASF73
FINANCIAL PROJECT NO.: 244608-1-78-02

THIS Agreement, entered into this _____ day of _____, 2020 by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, a component agency of the State of Florida, hereinafter called the DEPARTMENT and the CITY OF PORT ORANGE, State of Florida, existing under the Laws of Florida, hereinafter called the CITY.

W I T N E S S E T H:

WHEREAS, as a part of the continual updating of the State of Florida Highway System, the DEPARTMENT, for the purpose of safety, has constructed roadway, roadside areas and medians on that part of the State Highway System within the limits of the CITY OF PORT ORANGE, or adjacent to; and

WHEREAS, the CITY acknowledges that there is mutual benefit in effectively maintaining these area and the CITY is of the opinion that said roadway, roadside areas and median strips shall be attractively maintained; and

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the CITY, by Resolution 20-2 dated the _____ day of _____, 2020 attached hereto as **EXHIBIT "A,"** which by reference hereto shall become a part hereof, desires to enter into this Agreement and authorizes its officers to do so.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

PROVISIONS

1. The CITY shall be responsible for routine maintenance of all roadway features within DEPARTMENT's right-of-way having limits described by **EXHIBIT "B,"** or subsequent amended limits mutually agreed to in writing by both parties. For the purpose of this Agreement, the maintenance activities to be performed by the CITY are defined in **EXHIBIT "C,"** or as defined by subsequent amended definitions agreed in writing by both parties.

2. The CITY shall perform the maintenance activities as described in EXHIBIT "C" in accordance with DEPARTMENT publications:

a) Maintenance Rating Program (MRP) Handbook, latest edition, which by reference hereto shall become a part hereof. The activities shall be performed in a manner that results in a minimum MRP score of 80.

b) FDOT Standard Plans, current edition, which by reference hereto shall become a part hereof.

3. The CITY shall be responsible for monitoring maintenance operations and the maintenance of traffic ("MOT") throughout the term of the Agreement in accordance with the latest edition of FDOT Standard Specifications, Section 102. The CITY is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of FDOT Standard Plans, Index 102-600 series.

4. The DEPARTMENT may, at its discretion, perform periodic inspections of any or all locations. If it is determined that any of the roadway features defined in EXHIBIT "C" are not being maintained as required by this Agreement, the DEPARTMENT will issue a notice of such deficiency to the CITY's point of contact by email or certified mail. The CITY shall have thirty (30) days to correct the deficiency(ies) and to notify the DEPARTMENT by email or certified mail, that the deficiency(ies) has been corrected. If said deficiency or deficiencies are not corrected within this time period the DEPARTMENT may at its option, proceed as follows:

- a) Maintain the roadway features declared deficient with the DEPARTMENT or DEPARTMENT Contractor's material, equipment and personnel. The actual cost for such work will be deducted from payment to the CITY; or
- b) Terminate this Agreement in accordance with the provisions of this Agreement.

5. In the event of a Governor Declared Emergency, a natural disaster or significant occurrence (hurricane, tornado, vehicle accident, hazardous waste spills, etc.) the CITY and the DEPARTMENT will cooperate and coordinate the use of their respective resources to provide for clean up, removal, and disposal of debris or other substances from the DEPARTMENT's right of way described in EXHIBIT "B" or any amended limits mutually agreed upon in writing by both parties hereto. The DEPARTMENT will not deduct any payment to the CITY, costs for impairment of performance of any activity or part thereof defined in EXHIBIT "C", as a result of such event and the redirection of CITY forces towards fulfillment of the responsibility under this article. This paragraph shall not be interpreted to reduce CITY's right to compensation or reimbursement from any other sources (i.e.: FEMA) for the debris removal or other activities of the CITY subsequent to a natural disaster or accident.

6. During the term of this Agreement, the DEPARTMENT may from time to time engage in transportation projects on the roads covered by this Agreement. Some of these projects may involve the DEPARTMENT's construction contractor temporarily assuming maintenance responsibility for the limits of the project. In that event, the DEPARTMENT will notify the CITY of the limits of the project and the time frame for that project. During that time and for those limits, the CITY may be released from its obligation to perform maintenance on those roads and the compensation to be paid under this Agreement may be reduced for the duration of the construction project. The reduction in compensation shall be based on the formula used to initially compute the amount of compensation under this Agreement. The CITY will be notified of the amount of the reduction as part of the aforementioned notice.

TERM

1. After this Agreement has been executed by the parties, the DEPARTMENT will issue a Notice to Proceed to the CITY which may be sent by electronic mail at the DEPARTMENT's discretion. The term of this Agreement commences on the effective date of the Notice to Proceed and will continue for a period of three (3) years from the effective date on the Notice to Proceed. This Agreement may be renewed for a period that may not exceed one three (3) year term.

2. A renewal may be made at the discretion of the DEPARTMENT and will be subject to the same terms and conditions set forth in this Agreement. A renewal shall be contingent upon satisfactory performance evaluations by the DEPARTMENT and subject to the availability of funds. Renewals must be mutually agreed upon by both parties and in writing and must be executed prior to the expiration date of its preceding term.

3. In the event this Agreement extends beyond the DEPARTMENT's current Fiscal year that begins July 1 of each year and ends June 30 of each succeeding year, the CITY and the DEPARTMENT mutually agree that the State of Florida's performance and obligation to pay under this contract is contingent upon and annual appropriation by the Legislature. In addition, Section 339.135(6)(a), Florida Statutes, is incorporated by reference, and is set forth herein below as follows:

F.S. "339.135(6)(a) "- The Department, during any Fiscal Year, shall not expend money, incur any liability, or enter into any Contract which by its terms, involves any expenditure of money in excess of the amounts budgeted as available for expenditure during such Fiscal Year. Any Contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid under such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such Contract or any other binding commitment of funds. Nothing herein shall prevent the making of Contracts for periods exceeding one(1) year, but any Contract so made shall be executory only for the value of services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all Contracts of the Department which are for an amount in excess of \$25,000 and having a term for a period of more than one year.

COMPENSATION

1. The DEPARTMENT agrees to pay the CITY, following a Notice to Proceed, compensation for the cost of maintenance as described in the Provisions Section of this Agreement. The payment will be for the amount of \$17,651.25 per quarter, equating to \$70,605.00 per year for the duration of the term.

2. Payment shall be made only after receipt of goods and services as provided in Section 215.422, Florida Statutes. Detailed quarterly invoices and any associated documents, including Maintenance Management System (MMS) breakdown of all activities, shall be submitted to the DEPARTMENT's Project Administrator: Christopher Engels. Delivery shall be effective upon receipt of a proper quarterly invoice and any required associated documents.

a) Upon receipt, the DEPARTMENT has seven (7) working days to inspect and approve the goods and services, unless otherwise specified herein. The DEPARTMENT has twenty (20) days to Deliver a request for payment (voucher) to the Department of Finance. The twenty (20) days are measured from the latter of the date the invoice is received, at the location stated herein, or the goods and services are received, inspected and approved.

b) Any penalty for delay in payment shall be in accordance with Section 215.422, Florida Statutes. Section 215.422(5), Florida Statutes, provides that all purchasing Agreements between a State agency and a vendor, applicable to this section, shall include a statement of the vendor's rights and the State's responsibilities under this section. The vendor's rights shall include being provided with the name and telephone number of the Vendor Ombudsman within the Department of Financial Services.

c) If payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the CITY. Interest penalties of less than one (\$1.00) dollar shall not be enforced unless the CITY requests payment. Invoices, which have been returned to the CITY because of CITY preparation errors, will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is received by the DEPARTMENT.

d) A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the DEPARTMENT. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services Consumer Hotline, 1-800-342-2762.

3. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

4. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the CITY's general accounting records and the project records, together with supporting documents and records of the CITY and all subcontractors performing work, and all other records of the CITY and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.

CONDITIONS FOR TERMINATION

1. This Agreement or any part thereof is subject to termination at the discretion of the DEPARTMENT under any of the following conditions:

a) In the event the Legislature fails to make an annual appropriation to pay for the CITY's services to be performed hereunder.

b) The CITY has not complied with the provisions of this Agreement as described herein, or has demonstrated a pattern of repeated non-compliance.

c) The DEPARTMENT determines that the Agreement is no longer feasible.

- 2) Either party may terminate this Agreement in writing with thirty (30) days' notice.

NOTICES AND POINTS OF CONTACT

- a) For the **DEPARTMENT**:

Title: Field Operation Manager
Name: Christopher Engels
Address: 1650 Kepler Rd. Deland FL 32724 Telephone: 386-740-3420
Email: christopher.engels@dot.state.fl.us

- b) For the **CITY**:

Title: Public Works Director
Name: Lynn Stevens
Address: 1000 City Center Cr.
Telephone: 386-506-5759
Email: lstevens@port-orange.org

ADDITIONAL PROVISIONS AND LEGAL REQUIREMENTS

1. **LEGAL REQUIREMENTS.** This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations.

- a) If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.
- b) The CITY shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CITY in conjunction with this Agreement. Failure by CITY to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.
- c) The CITY and the DEPARTMENT agree that the CITY, its employees, contractors, subcontractors, consultants, and sub consultants are not agents of the DEPARTMENT as a result of this Agreement.
- d) The CITY shall not cause any liens or encumbrances to attach to any portion of the DEPARTMENT's right-of-way.
- e) Nothing herein shall be construed as a waiver of either party's sovereign immunity.

2. **PUBLIC ENTITY CRIME.** The CITY affirms that it is aware of the provisions of 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 in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The CITY agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

3. **UNAUTHORIZED ALIENS.** The DEPARTMENT will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.

4. **NON-DISCRIMINATION.** The CITY will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The CITY shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The CITY shall insert similar provisions in all contracts and subcontracts for services by this Agreement.

5. **DISCRIMINATORY VENDOR LIST.** The CITY affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. The CITY further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

6. **ATTORNEY FEES.** Each Party shall bear its own attorney's fees and costs.

7. **TRAVEL.** There shall be no reimbursement for travel expenses under this Agreement.

8. **PRESERVATION OF REMEDIES.** No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.

9. **MODIFICATION.** This Agreement may not be modified unless done so in a writing executed by both Parties to this Agreement.

10. **NON-ASSIGNMENT.** The CITY may not assign, sub license, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the DEPARTMENT. Any assignment, sublicense, or transfer occurring without the required prior written approval of the DEPARTMENT will be null and void. The DEPARTMENT will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida, upon giving prior written notice to the CITY. In the event that the DEPARTMENT approves transfer of the CITY's obligations, the CITY remains responsible for all work performed and all expenses incurred in connection with this Agreement.

11. The CITY agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

"The contractor / subcontractor / consultant / subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor / subcontractor / consultant / subconsultant, its officers, agents or employees."

12. **BINDING AGREEMENT.** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for in this Agreement.

13. **INTERPRETATION.** No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

14. **ENTIRE AGREEMENT.** This Agreement, together with the attached exhibits and documents made a part by reference, embodies the entire agreement of the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the CITY and the authorized officer of the DEPARTMENT or his/her delegate.

15. **DUPLICATE ORIGINALS.** This Agreement may be executed in duplicate originals.

16) **E-VERIFY** - the CITY shall:

- a) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CITY during the term of the contract; and

- b) expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

17. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

The remainder of this page is intentionally left blank

EXECUTION

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

CITY OF PORT ORANGE, FLORIDA:

By: _____
Donald O. Burnette, Mayor

Attest: _____
Robin L. Fenwick, City Clerk

Legal Approval: _____

DEPARTMENT:

By: _____
Alan Hyman, P.E., Director of Transportation Operations

Attest: _____

Printed Name & Title

Legal Approval: _____

EXHIBIT “A”

RESOLUTION, FOLLOWING ON NEXT PAGE.

RESOLUTION NO. 20-2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR MAINTENANCE OF THE RIGHT-OF-WAYS LOCATED ON RIDGEWOOD AVENUE (SR 5), NOVA ROAD (SR 5A), DUNLAWTON AVENUE (SR 421), THE CAUSEWAY (SR A1A) AND PENINSULA DRIVE (SR 441); DIRECTING THE CITY CLERK TO FORWARD A COPY OF SAID RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation ("FDOT") has created roadway and roadside areas and median strips on portions of State Highway System within the City of Port Orange; and

WHEREAS, the FDOT agrees to compensate the City of Port Orange in exchange for maintaining State right-of-ways located within the City limits; and

WHEREAS, the City Council of the City of Port Orange wishes to authorize the Mayor and City Clerk to execute a Highway Maintenance Memorandum of Agreement between the City of Port Orange and the Florida Department of Transportation for right-of-way areas specified in the agreement.

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

Section 1. The City Council of the City of Port Orange, Florida, hereby authorizes the Mayor and City Clerk to execute a Highway Maintenance Memorandum

of Agreement and any mutually agreed upon renewals, between the city of Port Orange and the Florida Department of Transportation for maintenance of State right-of-ways specified in the agreement, a copy of which is attached hereto as **Exhibit "1."**

Section 2. The City Clerk of the City of Port Orange is hereby directed to send a copy of this resolution to the Florida Department of Transportation.

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

DONALD O. BURNETTE, MAYOR

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Adopted on the _____ day of _____, 2020.

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

EXHIBIT “B”

<i>PROJECT LIMITS:</i>			
SECTION NUMBER	STATE ROAD	LOCATION	LENGTH
79010	SR-5 (US-1)	From Rose Bay Bridge (MP 24.727) to North City Limits (MP 28.100)	3.373
79190	SR-5A (Nova Rd)	From SR-5/ US-1 (MP 0.000) to Canal View Blvd. (MP 3.168)	3.168
79230	SR-421 (Dunlawton Ave.)	From West City Limits to I-95 SB ramps (MP 0.000 – 0.015) & From I-95 NB ramps (MP: 0.331 – 4.001) to SR-5/ US-1	3.685
79180	SR-A1A	From SR-5/US-1 (MP 0.000) to Peninsula Dr. (MP 1.079) Includes High Rise Bridge	1.079
79260	SR-441 (Peninsula Dr.)	From SR-A1A (MP 0.000) to North City Limits (MP 0.545)	0.545

EXHIBIT C

MAINTENANCE ACTIVITIES:

(Maintenance Activities to be included and part of this Agreement will be checked in the INC. column)

<u>INC.</u>	<u>ACTIVITY</u>	<u>DESCRIPTION</u>
☐	433	Sodding: Cutting and placing sod in areas along the roadside associated with reworking non-paved shoulders, slopes, ditches, median islands, utility strips and repairing washouts.
☐	435	Seeding, Fertilizing and Mulching: Seeding, fertilizing, and mulching of the roadside.
☐	436	Reworking Non-Paved Shoulders, Front Slopes, and Roadside Ditches (Mechanical): Reworking non-paved shoulders, front slopes, roadside ditches and turnouts either by the addition of suitable material and reshaping, or by cutting down built-up areas.
☐	451	Clean Drainage Structures: Cleaning storm drains, French drains, manholes, side drains, cross drains, inlets, piped outfalls, box culverts, and other miscellaneous drain structures.
☐	459	Concrete Sidewalk Repair: Repair or replacement of existing sections of concrete sidewalk.
☐	461	Roadside Ditches – Clean and Reshape: Cleaning and reshaping of ditches other than outfalls.
☒	471	Large Machine Mowing: Mowing of roadside areas with large mowers where conditions accommodate the efficient use of 7 foot and larger mowers, alone or in combination.
☒	482	Slope Mowing: Grass, brush, and weed cutting along slopes too steep to safely mow or are inaccessible for conventional mowing tractors.
☒	485	Small Machine Mowing: Mowing the roadside with small hand or riding mowers have a cutting width of 40 inches or less.
☒	487	Manual Weed Control: Brush, weed, and grass cutting 100 mm (4”) or less in diameter performed with hand tools.
☒	490	Fertilizing: Fertilizing to provide required nutrients to establish and maintain an acceptable roadside turf.
☒	492	Tree Trimming & Removal: The trimming of the height and sides of trees and removal of undesirable trees (over 4 inches in diameter or trimming that cannot be done under Activity 487 Weed Control - Manual). To include the chipping and/or removal of all debris from work site.
☐	493	Landscaped Area Maintenance: All efforts required for proper maintenance of landscaped areas, including litter removal, mowing, edging, fertilizing, weeding, mulching, etc.
☒	494	Chemical Grass and Weed Control: The application (handgun, basal or cut stump) of herbicides to slopes, ditches, fence, guardrail, barrier wall, reinforced earthen walls, sidewalks, bridges, curb and gutter, obstructions, shoulders, and other areas not assessable to mowers. Not to include chemical applications within landscape or mitigation areas.

☐	498	Storm Water Management: To maintain, to the maximum extent practicable, all surface/storm water management systems to a functioning state as designed and in compliance with the permit conditions and/or applicable rules and regulations.
☐	527	Fence Repair: To provide highway safety and deter unauthorized and unrestrained access to highway facilities.
☒	541	Roadside Litter Removal: Cleaning roadways and roadsides of debris, such as cans, bottles, paper, Adopt-A-Highway litter. Includes the hauling and disposal of litter. Does not include wayside parks, rest areas and service plaza barrels.
☒	542	Road Sweeping (Manual): To remove debris from the roadway where mechanical means are not feasible before a drainage or safety problem is created or before it becomes unsightly.
☒	543	Road Sweeping (mechanical): Machine sweeping of roadway to protect the facility from excessive accumulation of debris.
☒	545	Edging & Sweeping: Removal of vegetation and debris from the curb, gutter and sidewalk.
☒	497	Chemical Weed and Grass control selective weeding: The application of herbicides to control undesired vegetation in turf within the highway right of way. This involves application of selective chemical formulations by wiping or handgun methods. Do not include herbicide efforts within mitigation or landscape areas.
☐		
☐		

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ ☐ Other (see instructions) ▶ _____	
	☐ Exempt payee	
	Address (number, street, and apt. or suite no.) City, state, and ZIP code List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number										
				-				-		

Employer identification number										
				-						

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.



City of Port Orange Public Works & Utilities Department

TO: M.H. Johansson, City Manager

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

FROM: Ronny Buttrum, Deputy Director Public Works

DATE: December 23, 2019

SUBJECT: Approval of Memorandum of Agreement for Highway Maintenance

REQUEST

The Public Works & Utilities Department is requesting City Council approve the Resolution and the three-year Memorandum of Agreement with the Florida Department of Transportation.

PURPOSE

The purpose of this request is to keep State rights of ways within City limits attractively maintained.

CONSIDERATION

The current Memorandum of Agreement (MOA) for routine maintenance on State rights of way expires on March 31, 2020.

Under this agreement, the Florida Department of Transportation (FDOT) agrees to compensate the City for routine landscape maintenance performed on State owned rights of way along Dunlawton Avenue, Nova Road and Ridgewood Avenue.

The FDOT has proposed a new three-year agreement effective April 1, 2020 through March 31, 2023. The annual compensation will be \$70,605.00, paid to the City on a quarterly basis (\$17,651.25/quarter). Total compensation to the City for all three years is \$211,815.00. A new Resolution in support of the agreement is required by the FDOT.

FUNDING

Compensation from FDOT is placed in Account #001-0000-342-8000

RECOMMENDATION

The Public Works & Utilities Department recommends approval of the Resolution and the three-year Memorandum of Agreement with the Florida Department of Transportation.

ANTICIPATED SCHEDULE

- a.) Upload to Civic Clerk 12/26/19
- b.) Council Agenda Meeting on January 21, 2020
- c.) Executed Agreement & Resolution by February 27, 2020

ATTACHMENTS

- a.) FDOT Memorandum of Agreement
- b.) Letter from FDOT regarding agreement



Florida Department of Transportation

RON DESANTIS
GOVERNOR

1650 Kepler Rd.
DeLand, Florida 32720-6834

KEVIN J. THIBAUT, P.E.
SECRETARY

December 17th, 2019

Ms. Lynn Stevens
Director, Public Works & Utilities
1000 City Center Cr.
Port Orange, FL 32129

Re: Memorandum of Agreement – New Contract
City of Port Orange
Contract # ASF73
FM# 244608-1-78-02

Dear Ms. Stevens:

Our current agreement will expire on 3/31/2020. Enclosed is a copy of our New Contract Form for the new maintenance contract. Please obtain original signatures and return to our office by February 15th 2019.

I have also included updated information we will need for this new contract. A new resolution will need to be returned with this information. I've attached a sample resolution for your convenience. Please complete and return the updated W-9 for our records. Please make sure the person authorized to sign the new contract and the Resolution shall be the same person to execute the forms.

If you have any questions, please contact me at (386) 740-3404.

Sincerely,

Thomas Russ
Contracts/Permits Coordinator
FDOT Deland Operations
Thomas.Russ@dot.state.fl.us



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 1/21/2020

Consent item: No

SUBJECT: (B9) Resolution No. 20-3 - Budget Appropriation (Utilities-WRF Sludge Trailer Lot Project)

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 20-3.

SUMMARY: Budget Resolution No. 20-3 to appropriate additional funds for the Utilities - WRF Sludge Trailer Storage Lot Project (SSP013)

Project	Funding Account No.: <u>401-8000-600000 Wastewater Treatment</u>
No.: <u>SSP013</u>	<u>Program</u>
<u>SSP013</u>	<u>401-8000-600000 Wastewater Treatment Program</u>

Presenter: Scott Neils

ATTACHMENTS:

1.	Budget Resolution No. 20-3 with exhibit	Bud Reso 20-3 Utilities WRF Sludge Trailer Lot - CC 01-21-20.pdf
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Kevin Fall	Created/Initiated - 12/30/2019
Scott Neils	Approved - 1/7/2020
Matthew Jones	Approved - 1/9/2020
Jake Johansson	Approved - 1/9/2020
Robin Fenwick	Final Approval - 1/9/2020

RESOLUTION NO. 20-3

A RESOLUTION OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, APPROPRIATING
CAPITAL FUNDS FOR THE FISCAL YEAR 2020
BUDGET; TO DESIGNATE FUND BALANCE IN THE
AMOUNT OF \$50,000 IN THE WATER AND SEWER
OPERATIONS AND MAINTENANCE REVENUE FUND
(401) AND APPROPRIATE TO PROJECT CAPITAL
OUTLAY FOR THE WRF SLUDGE TRAILER
STORAGE LOT PROJECT (SSP013) AND; SETTING
FORTH REVENUES AND EXPENDITURES; AND
PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City Council desires to designate and appropriate fund balance in the amount of \$50,000 in the Water and Sewer Operations and Maintenance Fund (401) to provide additional funding for the WRF Sludge Trailer Storage Lot Project (SSP013); and

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 capital 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, 2019 through September 30, 2020.

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 DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC City Clerk

Adopted on the _____ day of

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

FY2020 Water and Sewer O & M Revenue Fund
Prepared: January 7, 2020
Finance: Finance Staff

		Budget Increase / (Decrease)
<u>Revenues:</u>		
Appropriated Equity		50,000
Total Revenues:		<u>\$ 50,000</u>
<u>Capital Assets:</u>		
Project Capital Outlay		50,000
Total Expenditures:		<u>\$ 50,000</u>

To appropriate additional funds for the Utilities - WRF Sludge Trailer Storage Lot Project (SSP013)

<u>Information for Budget Transfer</u>				
Type	Description	Account	Project (XP only)	Amount
Revenue	Appropriated Equity			50,000
Total Revenues:				50,000
Expense	Project Capital Outlay	401-8000-600000	SSP013	50,000
	Wastewater Treatment Program			
Total Expenditures:				50,000



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 1/21/2020

Consent item: Yes

SUBJECT: (B10) Approval to Submit 2020-2021 VOCA Grant Application

DEPARTMENT: Police Services

GOAL: 1 - Public Safety

RECOMMENDED MOTION: Move to approve submitting an application to the Florida Office of the Attorney General for 2020-2021 Victim Of Crime Act (VOCA) Grant Funds.

SUMMARY: Request for approval to submit an application to the Florida Office of the Attorney General for 2020-2021 Victim Of Crime Act (VOCA) Grant Funds. The VOCA funds are utilized by the Police Department to assist victims of crime.

Project No.: Funding Account No.:

Presenter: Amanda Lasecki

ATTACHMENTS:

1.	2020-2021NoticeofAvailability_1	2020-2021NoticeofAvailability_1.pdf
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Amanda Lasecki	Created/Initiated - 12/31/2019
William Proctor	Approved - 1/2/2020
Thomas Grimaldi	Approved - 1/2/2020
Scott Neils	Approved - 1/2/2020
Matthew Jones	Approved - 1/9/2020
Jake Johansson	Approved - 1/9/2020
Robin Fenwick	Final Approval - 1/9/2020



**ASHLEY MOODY
ATTORNEY GENERAL
STATE OF FLORIDA**

OFFICE OF THE ATTORNEY GENERAL
Division of Victim Services and Criminal Justice
Programs

PL-01 The Capitol
Tallahassee, FL 32399-1050
Phone (850) 414-3300 Fax (850) 487-3013
<http://www.myfloridalegal.com>

December 2019

**NOTICE OF AVAILABILITY
VOCA Grant Funds**

Announcement: The Office of the Attorney General (OAG) is pleased to announce the availability of Victims of Crime Act (VOCA) grant funds from the U.S. Department of Justice. The purpose of the VOCA grant reimbursement program is to support the provision of services to victims of crime. Services are defined as those efforts that respond to the emotional and physical needs of crime victims, assist victims of crime to stabilize their lives after victimization, assist victims to understand and participate in the criminal justice system, and provide victims of crime with a measure of safety and security. Eligibility to apply for VOCA funds is limited to victim assistance programs administered by state or local government agencies or not-for-profit corporations registered in Florida, or a combination thereof, that can demonstrate the following:

- 1) proof that the Internal Revenue Service recognizes the organization as being tax exempt under 501(c)(3) of the Internal Revenue Code;
- 2) a statement from a state taxing body or state secretary of state certifying that the organization is a nonprofit organization and that no part of the organization's net earnings may benefit any private shareholder or individual;
- 3) a certified copy of a certificate of incorporation or similar document establishing nonprofit status; or
- 4) any of the above, if it applies to a state or national parent organization, with a statement by the state or national parent organization that the applicant is a local nonprofit affiliate.

The funding cycle for the VOCA grant funds under this notice is October 1, 2020, through September 30, 2021.

Application and Deadline: Organizations may participate in the annual competitive grant process which involves submission of an application followed by an application review.

The VOCA application may be accessed using the Office of the Attorney General's online system EGrants, which can be accessed through <https://egrants.myfloridalegal.com/> on January 6, 2020. If you need assistance you may contact (850) 414-3380 or email contact.voca@myfloridalegal.com.

The deadline for applying for a VOCA grant under this notice is **no later than 5:00 p.m.** Eastern Standard Time on **Friday, February 14, 2020**. Applicant agencies are encouraged to submit the completed application as soon as possible prior to the deadline. **Mailed, faxed, or hand delivered applications or required documentation will not be accepted.**



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 1/21/2020

Consent item: No

SUBJECT: (B11) Renters Utility Accounts Write Offs

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve the finance director writing off as uncollectible the attached accounts.

SUMMARY: Request for approval to write off Rental customer account balances over one year old.

The accounts were sent to Penn Credit on 3/29/18. After a year of unsuccessful attempts to collect of debt, we close the account with the agency and write off the balance.

If the customer reapplies for utility service with the city, we will recover the write off amount prior to them setting up new service.

Total Write-Off request is \$7,670.07.

Project No.: Funding Account No.:

Presenter: Scott Neils

ATTACHMENTS:

1.	FINAL WRITE OFF FILE 12.11.19	FINAL WRITE OFF FILE 12.11.19.pdf
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Cherie Cadenhead
Scott Neils
Shannon Balmer
Jake Johansson
Robin Fenwick

Created/Initiated - 12/12/2019
Approved - 12/13/2019
Approved - 1/7/2020
Approved - 1/8/2020
Final Approval - 1/9/2020

Proposed Utility Account Write Offs

Renter Accounts

		Location			
#	Customer ID	Address	Termination Date	Amt of Write-off	Comments
1	182717-11077	489 Wales Ave	5/31/2019	\$ 5.23	Small Balance Write Off
2	172253-4317	1095 Oak Forest Cir	7/26/2019	\$ 5.55	Small Balance Write Off
3	154777-25062	4662 Golden Apples	7/3/2019	\$ 9.64	Small Balance Write Off
4	165531-35048	5425 Frederick Lake	6/10/2019	\$ 12.93	Small Balance Write Off
5	183915-25347	5214 Christiancy	7/24/2019	\$ 19.08	Small Balance Write Off
6	181814-23808	3656 Jackson St D14	8/20/2019	\$ 20.45	Small Balance Write Off
7	143599-5268	4591 Barnacle Dr	4/24/2019	\$ 21.14	Small Balance Write Off
8	96315-5691	5169 Pineland Ave	5/31/2019	\$ 24.97	Small Balance Write Off
9	182743-15707	4578 Woodcove Dr	7/24/2019	\$ 25.17	Small Balance Write Off
10	29929-9168	9 Lakepoint Circle	8/2/2019	\$ 29.85	Small Balance Write Off
11	184465-20472	582 Taylor Ave	7/29/2019	\$ 32.27	Small Balance Write Off
12	174913-13001	46 Springwood Dr	7/26/2019	\$ 35.20	Small Balance Write Off
13	180923-37699	1957 YellowFin Dr	5/15/2019	\$ 35.41	Small Balance Write Off
14	165325-18982	152 Orchid LN	7/11/2019	\$ 36.51	Small Balance Write Off
15	174331-20475	582 Taylor Rd 4	7/10/2019	\$ 37.46	Small Balance Write Off
16	179857-82	Forest Branch Dr D	7/2/2019	\$ 39.51	Small Balance Write Off
17	147297-25319	5171 Taylor Ave	6/12/2019	\$ 42.95	Small Balance Write Off
18	177159-12914	184 Moonstone Ct	8/1/2019	\$ 45.25	Small Balance Write Off
19	29929-9168	2300 Mariposa	2/21/2019	\$ 49.42	Small Balance Write Off
20	162707-4003	1018 Tompkins Dr	8/2/2018	\$ 50.98	Collection Agency Returned-non Collectible
21	143357-5122	862 Brimfield Ct	7/2/2018	\$ 64.02	Collection Agency Returned-non Collectible
22	136191-3823	265 Manhattan Way	2/21/2018	\$ 67.99	Collection Agency Returned-non Collectible
23	179159-40449	5400 Hutchinson St	7/3/2018	\$ 71.86	Collection Agency Returned-non Collectible
24	175503-3173	4728 Chardonnay Ln	8/9/2018	\$ 72.46	Collection Agency Returned-non Collectible
25	172949-20201	416 Lafayette St	6/19/2018	\$ 76.46	Collection Agency Returned-non Collectible
26	166403-20127	405 Leslie Dr	8/7/2018	\$ 78.85	Collection Agency Returned-non Collectible

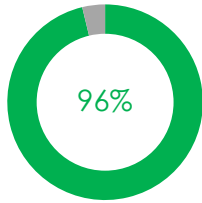
		Location			
#	Customer ID	Address	Termination Date	Amt of Write-off	Comments
27	177841-21406	980 Canalview Blvd K	6/17/2018	\$ 79.74	Collection Agency Returned-non Collectible
28	153289-5751	5254 Pineland Ave	8/17/2018	\$ 80.49	Collection Agency Returned-non Collectible
29	163971-17808	33 Timber Tr	6/8/2018	\$ 80.88	Collection Agency Returned-non Collectible
30	178117-25565	5436 Pineland Ave	4/16/2018	\$ 89.30	Collection Agency Returned-non Collectible
31	143747-6913	406 Laurie Dr	8/3/2018	\$ 91.72	Collection Agency Returned-non Collectible
33	177587-23997	3780 Clyde Morris Bl	6/12/2018	\$ 92.21	Collection Agency Returned-non Collectible
34	149305-20489	601 Orange Ave	6/11/2018	\$ 92.80	Collection Agency Returned-non Collectible
35	163699-19850	314 N Greenway Dr	4/12/2018	\$ 95.68	Collection Agency Returned-non Collectible
36	179359-23924	3780 Clyde Morris Bl	6/15/2018	\$ 97.38	Collection Agency Returned-non Collectible
37	176117-3067	1410 Pirogue Ct	6/12/2018	\$ 98.09	Collection Agency Returned-non Collectible
38	86861-22281	1324 Flor Del Sol Dr	5/10/2018	\$ 98.70	Collection Agency Returned-non Collectible
39	128887-25773	5604 Isabelle Ave	7/18/2018	\$ 103.92	Collection Agency Returned-non Collectible
40	152733-1988	1139 Southwinds Dr	7/10/2018	\$ 119.13	Collection Agency Returned-non Collectible
41	132717-26735	436 Nash Ln	8/1/2018	\$ 134.22	Collection Agency Returned-non Collectible
42	136585-20200	416 Lafayette St	7/6/2018	\$ 146.35	Collection Agency Returned-non Collectible
43	88765-7143	1215 Vagabond Dr	5/10/2018	\$ 147.94	Collection Agency Returned-non Collectible
44	153819-25369	5230 Christiancy Ave	4/24/2018	\$ 149.08	Collection Agency Returned-non Collectible
45	174877-21525	1301 Deer Springs Rc	7/10/2018	\$ 149.58	Collection Agency Returned-non Collectible
46	135537-5444	5408 Barhydt	8/21/2018	\$ 128.54	Collection Agency Returned-non Collectible
47	160493-17658	17 Palm Castle	5/1/2018	\$ 157.97	Collection Agency Returned-non Collectible
48	122833-4266	4568 Phipps Dr	8/1/2018	\$ 164.73	Collection Agency Returned-non Collectible
49	174737-18211	91 N Greenway Dr	5/1/2018	\$ 167.32	Collection Agency Returned-non Collectible
50	171805-23922	3780 Clyde Morris Bl	6/28/2018	\$ 177.03	Collection Agency Returned-non Collectible
51	174167-25335	5203 Taylor Ave	6/18/2018	\$ 179.57	Collection Agency Returned-non Collectible
52	170943-26074	5680 W Palm Ave	6/12/2018	\$ 181.73	Collection Agency Returned-non Collectible
53	175741-24390	3960 Oak Trail Run #	4/3/2018	\$ 183.64	Collection Agency Returned-non Collectible
54	177565-39187	1966 Cove Point Rd	7/2/2018	\$ 195.10	Collection Agency Returned-non Collectible
55	173201-80	3547 Forest Branch E	5/3/2018	\$ 219.74	Collection Agency Returned-non Collectible
56	176691-15686	3809 Cherry Grove C	7/10/2018	\$ 318.52	Collection Agency Returned-non Collectible
57	172471-13053	98 Springwood	5/10/2018	\$ 378.32	Collection Agency Returned-non Collectible
58	169827-24192	3863 Nova Rd E	7/23/2018	\$ 472.63	Collection Agency Returned-non Collectible

		Location			
#	Customer ID	Address	Termination Date	Amt of Write-off	Comments
59	178571-14033	4085 Ridgewood Ave	6/6/2018	\$ 882.73	Collection Agency Returned-non Collectible
60	169607-14360	5784 Taylor Branch R	8/12/2018	\$ <u>904.68</u>	Collection Agency Returned-non Collectible
Total Account Write-off-Renter				\$ 7,670.07	
TOTAL ACCOUNTS TO BE WRITTEN OFF				\$ 7,670.07	

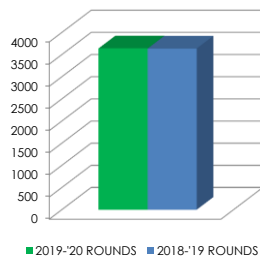
Sales & Marketing Snapshot

NOVEMBER 2019

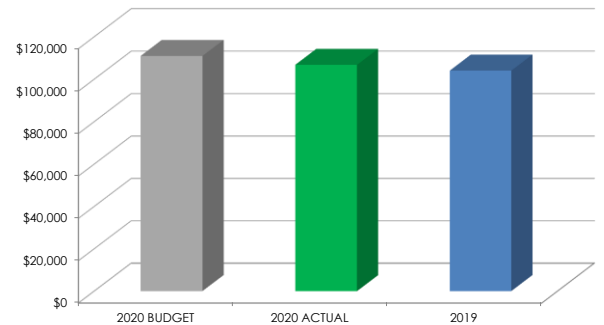
Percentage of Budget



Monthly Summary Totals



MONTHLY BUDGET	\$110,946
ACTUAL MONTHLY REVENUE	\$106,766
VARIANCE TO BUDGET	-\$4,180
PY MONTHLY REVENUE	\$104,016



NOVEMBER

2019-'20 Monthly Budget

REVENUE CLASS	AMOUNT
Total Golf	\$99,216
Outings	\$15,500
Merchandise	\$6,240
Payroll Expense	\$61,496
OpEx	\$50,053

2019-'20 Actual Revenue

REVENUE CLASS	AMOUNT
Total Golf	\$92,662
Outings	\$23,096
Merchandise	\$8,203
Payroll Expense	\$63,389
OpEx	\$40,161

REVENUE CLASS	Month PY
Total Golf	\$92,225
Outings	\$16,680
Merchandise	\$6,226

2019-'20 ROUNDS	3641
2018-'19 ROUNDS	3638

NOVEMBER ACTION ITEMS / STRATEGIES / COMMENTS

- * Favorable weather patterns resulted in increase in player rounds
- * Thanksgiving day shotgun event
- * Black Friday/Cyber Monday sales promotions
- * Continued Player Development initiatives for Juniors and Adults
- * Friday & Saturday evening range lights to increase practice range availability
- * Hosted six major golf tournaments during the month
- *
- *
- *
- *
- *

CYPRESS PASS SALES

2018 STATUS	2019 PASSES	2020 PASSES
Legacy Single	28	20
Legacy Double	10	9
Cypress Single	9	8
Cypress Double	4	4
Trail Fees	77	58
Founders	1	1
TOTAL PASSES	129	100
TOTAL REVENUE	\$197,787	\$158,588

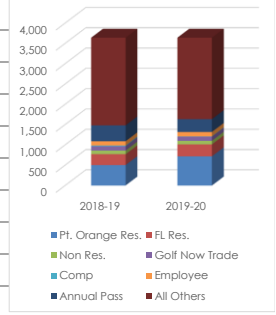
WEATHER INFORMATION

PLAYABLE DAYS	
2018	2019
28	28
PRECIPITATION IN INCHES	
2018	2019
1.6	1.4

ROUNDS SEGMENTATION

SEGMENT	2018-19	2019-20
Pt. Orange Res.	503	720
FL Res.	265	293
Non Res.	92	89
Golf Now Trade	103	100
Comp	21	9
Employee	105	109
Annual Pass	392	315
All Others	2,157	2,006
TOTAL	3,638	3,641

Rounds by Segment



TRUEREVIEW SUMMARY



2020 Month End OVERALL	SERVICE	COURSE	RECOMMEND	NPS	# of SURVEYS
9.1	9.5	8.4	9.3	75.0	28
2019 Month End OVERALL	SERVICE	COURSE	RECOMMEND	NPS	# of SURVEYS
9.2	9.2	9.1	9.4	76.0	21

**The Golf Club at Cypress Head
Course Cash Flow Report
November 30, 2019**

	<u>November</u>	<u>YTD</u>
EBITDA	(\$1,630.04)	(\$40,415.90)
Management Fee Expense	(6,062.53)	(12,125.06)
Depreciation & Amortization	<u>(95.53)</u>	<u>(191.06)</u>
Net Income	(7,788.10)	(52,732.02)
Working Capital Changes		
Inventory	(8,539.23)	(11,168.81)
Receivables	(2,072.99)	55,766.94
Payables	37,495.86	45,045.26
Due to from the City	385.91	(627.45)
Prepays	5,722.62	(13,943.89)
Accrued Liabilities	(17,229.77)	(13,591.26)
Other Liabilities	(18,970.82)	(47,800.31)
Depreciation & Amortization	<u>95.53</u>	<u>191.06</u>
Operating Cash Flow	(10,900.99)	(38,860.48)
Investing Cash Flows	<u> </u>	<u> </u>
Financing Cash Flow	<u> </u>	<u> </u>
Net Cash Flows	<u>(10,900.99)</u>	<u>(38,860.48)</u>
Beginning Cash	105,251.22	133,210.71
Net Cash Flows	<u>(10,900.99)</u>	<u>(38,860.48)</u>
Ending Cash	<u>94,350.23</u>	<u>94,350.23</u>

The Golf Club at Cypress Head
Comparative Income Statement
For the Two Months Ending November 30, 2019

	MTD	YTD	Audited	Percent	MTD	YTD	Annual	Percent
	Prior Year	Prior Year	Prior Year	of Total	Actual	Actual	Budget	of Total
REVENUES								
Green Fees & Cart Fees	92,225	174,421	1,093,390	16%	92,662	165,093	1,180,853	14%
Merchandise	5,596	10,190	66,908	15%	7,184	11,059	68,150	16%
Other Pro Shop	630	1,095	17,074	6%	1,019	1,717	13,290	13%
Range	2,576	4,988	33,793	15%	2,861	4,979	40,400	12%
Other Operating Revenues	2,990	5,780	35,393	16%	2,943	5,442	37,149	15%
Other G&A Income	0	472	1,221	39%	97	97	475	20%
TOTAL REVENUE	104,016	196,946	1,247,778	16%	106,766	188,388	1,340,317	14%
COST OF SALES								
Merchandise	3,507	6,327	41,007	15%	4,846	7,269	43,616	17%
TOTAL COGS	3,507	6,327	41,007	15%	4,846	7,269	43,616	17%
COGS - Merchandise %	62.7%	62.1%	61.3%	101.3%	67.5%	65.7%	64.0%	102.7%
PAYROLL								
Course and Grounds	24,868	49,433	306,708	16%	31,685	66,118	388,332	17%
Carts, Range, Starters, Etc.	7,273	14,664	90,168	16%	7,245	14,326	87,497	16%
Pro Shop	4,276	8,560	58,139	15%	6,128	11,363	54,846	21%
General and Administrative	11,857	24,011	147,486	16%	14,011	28,918	172,779	17%
Marketing	4,344	8,389	52,772	16%	4,320	8,560	52,291	16%
TOTAL PAYROLL	52,618	105,058	655,273	16%	63,389	129,284	755,745	17%
OPERATING EXPENSES								
Course and Grounds	13,518	32,467	234,621	14%	10,946	33,127	244,462	14%
Carts, Range, Starters, Etc.	7,579	15,179	91,634	17%	7,498	16,333	92,794	18%
Pro Shop	(284)	78	7,514	1%	475	1,395	6,675	21%
General and Administrative	24,794	40,430	215,641	19%	21,043	38,387	224,425	17%
Marketing	1,048	3,180	17,847	18%	199	3,009	23,290	13%
TOTAL OPERATING EXPENSES	46,655	91,334	567,257	16%	40,161	92,251	591,646	16%
TOTAL EXPENSES	102,779	202,719	1,263,537	16%	108,396	228,804	1,391,007	16%
OTHER INCOME (EXPENSE)								
MANAGEMENT FEES	(5,944)	(11,887)	(71,324)	17%	(6,063)	(12,125)	(72,756)	17%
Depreciation & Amortization	(96)	(191)	(1,146)	17%	(96)	(191)	(1,146)	17%
TOTAL OTHER INCOME (EXPENSE)	(6,039)	(12,078)	(72,470)	17%	(6,158)	(12,316)	(73,902)	17%
NET INCOME	(4,803)	(17,851)	(88,229)	20%	(7,788)	(52,732)	(124,593)	42%
Paid Rounds	3,017	5,812			3,106	5,685	38,181	15%
Annual Pass Rounds	392	816			315	686	5,379	13%
Other Rounds	229	415			220	456	1,970	23%
Total Rounds	3,638	7,043			3,641	6,827	45,530	15%
Revenue/Paid Rounds	34	34			34	33	35	94%
Revenue/Total Rounds	29	28			29	28	29	94%

The Golf Club at Cypress Head
For the Two Months Ending November 30, 2019

	<u>11/30/19</u>	<u>09/30/19</u>	<u>11/30/18</u>
ASSETS			
CURRENT ASSETS:			
Cash			
Cash - Depository	59,443	108,108	128,772
Cash - Payroll	33,557	23,753	30,316
Cash - Manual Checks	850	850	850
Cash - Housebank & Other	500	500	500
Total Cash	<u>94,350</u>	<u>133,211</u>	<u>160,438</u>
Accounts Receivable			
A/R Member	8,202	63,969	823
Total Accounts Recievable	<u>8,202</u>	<u>63,969</u>	<u>823</u>
Other Current Assets			
Inventory - Merchandise	28,708	17,540	20,814
Prepaid Insurance	13,090	22,367	11,960
Prepaid Exp - Other	30,257	7,036	10,445
Total Other Current Assets	<u>72,055</u>	<u>46,943</u>	<u>43,219</u>
TOTAL CURRENT ASSETS	<u>174,608</u>	<u>244,123</u>	<u>204,480</u>
PROPERTY, PLANT AND EQUIPMENT:			
Buildings & Improvements	30,598	30,598	30,598
Machinery & Equipment	5,550	5,550	5,550
Property Plant and Equipment	36,148	36,148	36,148
Accumulated Depreciation	<u>(27,867)</u>	<u>(27,676)</u>	<u>(26,720)</u>
TOTAL PROPERTY, PLANT AND EQUIPMENT	<u>8,281</u>	<u>8,472</u>	<u>9,428</u>
TOTAL ASSETS	<u><u>182,889</u></u>	<u><u>252,595</u></u>	<u><u>213,908</u></u>

The Golf Club at Cypress Head
For the Two Months Ending November 30, 2019

	<u>11/30/19</u>	<u>09/30/19</u>	<u>11/30/18</u>
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accts Pay - Trade	88,826	43,781	25,618
Accts Pay - Other	(50,453)	(49,825)	22,953
Accrued Expenses	0	1,322	0
Accrued Payroll	20,529	34,325	18,188
Accrued Taxes	5,588	4,061	5,782
Deferred Revenue	171,132	218,932	187,659
TOTAL CURRENT LIABILITIES	<u>235,622</u>	<u>252,596</u>	<u>260,201</u>
 TOTAL LIABILITIES	 <u>235,622</u>	 <u>252,596</u>	 <u>260,201</u>
 STOCKHOLDER'S EQUITY			
Retained Earnings	(52,733)	(1)	(46,293)
Net Retained Earnings	(52,733)	(1)	(46,293)
Stockholders Equity	(52,733)	(1)	(46,293)
TOTAL STOCKHOLDER'S EQUITY	<u>(52,733)</u>	<u>(1)</u>	<u>(46,293)</u>
 TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	 <u><u>182,889</u></u>	 <u><u>252,595</u></u>	 <u><u>213,908</u></u>

[illegible]

The Golf Club at Cypress Head
Summary of All Units
For the Two Months Ending November 30, 2019

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
55,845	62,510	89%	56,482	99%	Green Fees	99,084	105,584	94%	106,478	93%	703,655	658,431
36,817	36,706	100%	35,743	103%	Cart Fee	66,009	72,294	91%	67,944	97%	477,197	425,630
20	20	100%	0	0%	Handicap Fee	40	40	100%	30	133%	4,360	4,418
879	400	220%	410	214%	Lessons	1,357	600	226%	565	240%	5,650	10,208
120	220	55%	220	55%	Rental Clubs	320	500	64%	500	64%	3,280	3,070
7,184	5,600	128%	5,596	128%	Retail	11,059	10,200	108%	10,190	109%	68,150	67,777
2,861	2,600	110%	2,576	111%	Range	4,979	5,200	96%	4,988	100%	40,400	33,785
2,943	2,890	102%	2,990	98%	City Surcharge R & R	5,442	5,580	98%	5,780	94%	37,149	35,055
97	0	0%	0	0%	Miscellaneous G&A	97	475	20%	472	21%	475	846
106,766	110,946	96%	104,016	103%	Total Revenues	188,388	200,473	94%	196,946	96%	1,340,317	1,239,220
COST OF GOODS SOLD												
4,846	3,584	135%	3,507	138%	COGS - Merchandise	7,269	6,528	111%	6,327	115%	43,616	41,949
4,846	3,584	135%	3,507	138%	Total COGS	7,269	6,528	111%	6,327	115%	43,616	41,949
101,920	107,362	95%	100,509	101%	GROSS MARGIN	181,119	193,945	93%	190,619	95%	1,296,701	1,197,271
67.46%	64.00%	105.40%	62.67%	107.64%	COGS - Merchandise %	65.73%	64.00%	102.70%	62.09%	105.86%	64.00%	720.95%
PAYROLL												
23,930	24,411	98%	18,406	130%	Gross Payroll - Salaried	48,883	48,823	100%	37,128	132%	293,536	254,918
27,272	26,878	101%	24,121	113%	Gross Payroll - Hourly	54,113	54,651	99%	49,043	110%	334,824	305,472
51,201	51,289	100%	42,527	120%	S/T Wages	102,996	103,474	100%	86,171	120%	628,360	560,390
3,699	3,924	94%	3,094	120%	Payroll Tax - FICA	7,386	7,916	93%	6,219	119%	48,069	40,236
110	142	78%	79	140%	Payroll Tax - UC	232	295	79%	177	132%	3,811	2,727
894	882	101%	1,017	88%	Payroll Tax - WC	2,181	1,780	123%	1,689	129%	11,125	9,898
7,485	5,259	142%	5,901	127%	Benefits	16,488	10,519	157%	10,801	153%	64,380	66,249
12,188	10,207	119%	10,091	121%	S/T Adders	26,287	20,510	128%	18,887	139%	127,385	119,109
63,389	61,496	103%	52,618	120%	TOTAL PAYROLL	129,284	123,984	104%	105,058	123%	755,745	679,499
OPERATING EXPENSES												
82	100	82%	86	96%	Cart Supplies	262	200	131%	134	195%	1,600	1,292
0	0	0%	0	0%	Chemicals	0	296	0%	296	0%	2,264	2,512
181	470	38%	470	38%	Course Accessories	540	790	68%	789	68%	2,640	2,225
353	1,200	29%	745	47%	Fertilizer	3,649	4,700	78%	3,745	97%	32,100	36,018
0	0	0%	0	0%	Flowers/Decor	0	0	0%	0	0%	1,000	0
993	1,500	66%	1,542	64%	Fuel	2,317	3,400	68%	3,510	66%	13,350	10,378
0	400	0%	0	0%	Fungicides	820	1,150	71%	0	0%	3,300	5,548
1,418	600	236%	598	237%	Herbicides	3,278	1,550	212%	1,550	212%	19,400	19,067
319	300	106%	285	112%	Insecticides	677	550	123%	529	128%	15,550	10,768
556	300	185%	311	179%	Janitorial Supplies	556	800	70%	729	76%	6,040	5,857
1,131	200	565%	200	565%	Laundry/Uniforms	1,673	200	837%	200	836%	1,600	2,298
264	350	75%	381	69%	Office Supplies	876	750	117%	938	93%	4,250	4,079
0	0	0%	0	0%	Range Balls	1,325	1,400	95%	1,325	100%	2,800	2,650
0	200	0%	172	0%	Range Equipment	0	200	0%	172	0%	1,600	2,250
0	500	0%	0	0%	Sand/Topdress	0	500	0%	0	0%	13,200	12,392
0	1,000	0%	650	0%	Seeds/Trees	3,941	5,000	79%	3,566	111%	12,150	13,395
0	100	0%	60	0%	Small Tools	249	350	71%	60	416%	1,300	642
0	0	0%	0	0%	Staff/Volunteer Uniforms	0	400	0%	0	0%	950	0
815	0	0%	0	0%	Supplies	815	0	0%	0	0%	1,000	2,353
(340)	50	-680%	(315)	108%	Tournament Expense	(13)	100	-13%	48	-27%	600	775
223	250	89%	262	85%	Alarm System	671	500	134%	879	76%	3,000	4,216
21	100	21%	141	15%	Cart Repairs	21	100	21%	141	15%	600	1,29
54	250	21%	0	0%	Computer Service	107	500	21%	0	0%	6,500	760
812	825	98%	812	100%	Contract Cleaning	1,624	1,650	98%	1,624	100%	9,900	9,744
0	0	0%	0	0%	Guest Relations	0	0	0%	0	0%	0	135
0	0	0%	0	0%	Handicap Expense	0	0	0%	0	0%	4,375	4,323
0	300	0%	42	0%	Irrigation	141	600	23%	68	207%	7,900	6,978
0	0	0%	0	0%	Lesson Expense	0	0	0%	0	0%	150	49
1,169	1,600	73%	1,615	72%	Repair & Maint - Equipment	3,340	3,300	101%	2,856	117%	20,700	19,326
531	450	118%	935	57%	Repair & Maint - Building	1,212	900	135%	954	127%	5,350	7,138
6,445	6,225	104%	6,245	103%	Cart Lease	12,889	12,449	104%	11,600	111%	74,694	75,134
4,638	5,356	87%	5,336	87%	Equipment Lease	9,276	10,711	87%	11,560	80%	64,268	62,833
176	188	94%	176	100%	Off-Site Storage	352	376	94%	352	100%	2,256	2,112
1,154	1,120	103%	1,155	100%	Utilities - Electric	2,268	2,280	99%	2,265	100%	13,890	13,967
3,109	3,600	86%	3,625	86%	Utilities - Other	7,131	7,000	102%	7,153	100%	41,800	42,231
188	440	43%	273	69%	Utilities - Telephone/Fax	506	730	69%	559	91%	4,080	3,246
204	250	82%	275	74%	Utilities - Water	393	500	79%	480	82%	3,000	2,515
199	1,000	20%	1,048	19%	Advertising & Promotion	3,009	3,100	97%	3,180	95%	23,150	17,538
339	300	113%	290	117%	Bank Charges	884	600	147%	2,460	36%	3,600	3,907
(506)	0	0%	(7)	7253%	Cash Short/(Over)	(71)	0	0%	(184)	39%	0	(554)
150	250	60%	200	75%	Cell Phone	450	500	90%	350	129%	3,000	2,400
2,943	2,890	102%	2,990	98%	City Surcharge R & R	5,442	5,580	98%	5,780	94%	37,149	35,055

The Golf Club at Cypress Head
Summary of All Units
For the Two Months Ending November 30, 2019

MTD	MTD	% of	MTD	% of		YTD	YTD	% of	YTD	% of	Annual	
Actual	Budget	Budget	Prior Year	PY		Actual	Budget	Budget	Prior Year	PY	Budget	
2,500	3,000	83%	3,124	80%	Credit Card Discounts	5,211	5,100	102%	3,341	156%	28,100	24,640
(70)	0	0%	(12)	583%	Donations	(70)	0	0%	(62)	113%	0	429
0	150	0%	150	0%	Dues & Subscriptions	150	150	100%	150	100%	1,060	914
0	0	0%	0	0%	Education & Training	1,000	0	0%	0	0%	0	1,710
0	120	0%	0	0%	Employee Relations	0	240	0%	0	0%	1,815	(1,104)
0	30	0%	58	0%	Employee Testing	58	60	97%	58	100%	360	594
4,639	4,450	104%	4,320	107%	Insurance Expense	9,277	8,900	104%	8,641	107%	53,700	53,550
0	40	0%	0	0%	Member Relations	0	80	0%	0	0%	2,320	739
51	0	0%	0	0%	Messenger Service - Fedex	160	0	0%	0	0%	0	233
0	0	0%	0	0%	Miscellaneous	0	0	0%	20	0%	0	0
5,000	8,000	63%	8,000	63%	O/S - Accounting	5,000	8,000	63%	8,000	63%	9,900	12,690
0	1,000	0%	0	0%	O/S - Other	0	1,000	0%	0	0%	10,150	11,737
351	400	88%	269	131%	Payroll Processing Fee	702	800	88%	647	108%	6,100	5,510
24	100	24%	88	27%	Postage/Shipping	75	250	30%	245	31%	1,475	1,347
(30)	0	0%	(30)	100%	Tax/Licenses/Fees	(60)	0	0%	(60)	100%	0	(275)
67	50	133%	55	122%	Travel - Meals	104	100	104%	109	96%	2,600	2,811
9	50	19%	35	26%	Travel - Other	33	550	6%	578	6%	8,010	4,967
40,161	50,053	80%	46,655	86%	TOTAL OPERATING EXPENSES	92,251	98,942	93%	91,334	101%	591,646	568,174
(1,630)	(4,188)	39%	1,237	-132%	EBITDA	(40,416)	(28,981)	139%	(5,773)	700%	(50,690)	(50,402)
6,063	6,063	100%	5,944	102%	Management Fee	12,125	12,126	100%	11,887	102%	72,756	71,562
6,063	6,063	100%	5,944	102%	Management Fees	12,125	12,126	100%	11,887	102%	72,756	71,562
23	23	100%	23	100%	Deprec - Mach & Equip	46	46	100%	46	100%	277	277
72	72	100%	72	100%	Deprec - Buildings	145	145	100%	145	100%	869	869
96	96	100%	96	100%	S/T DEPR. & AMORT	191	191	100%	191	100%	1,146	1,146
(7,788)	(10,346)	75%	(4,803)	162%	NET INCOME	(52,732)	(41,298)	128%	(17,851)	295%	(124,593)	(123,110)

The Golf Club at Cypress Head
Course & Grounds
For the Two Months Ending November 30, 2019

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
55,845	62,510	89%	56,482	99%	Green Fees	99,084	105,584	94%	106,478	93%	703,655	658,431
2,943	2,890	102%	2,990	98%	City Surcharge R & R	5,442	5,580	98%	5,780	94%	37,149	35,055
58,788	65,400	90%	59,472	99%	Total Revenues	104,526	111,164	94%	112,257	93%	740,804	693,487
58,788	65,400	90%	59,472	99%	GROSS MARGIN	104,526	111,164	94%	112,257	93%	740,804	693,487
PAYROLL												
10,462	10,916	96%	7,006	149%	Gross Payroll - Salaried	21,930	21,832	100%	14,245	154%	130,992	103,595
14,846	15,915	93%	12,911	115%	Gross Payroll - Hourly	29,896	32,361	92%	26,254	114%	193,638	160,679
25,308	26,831	94%	19,917	127%	S/T Wages	51,827	54,193	96%	40,498	128%	324,630	264,274
1,759	2,053	86%	1,420	124%	Payroll Tax - FICA	3,610	4,146	87%	2,863	126%	24,834	18,482
37	36	102%	21	174%	Payroll Tax - UC	78	76	103%	35	222%	1,767	1,162
439	462	95%	478	92%	Payroll Tax - WC	1,080	932	116%	780	138%	5,747	4,599
4,142	2,560	162%	3,032	137%	Benefits	9,523	5,120	186%	5,256	181%	31,354	34,877
6,377	5,110	125%	4,951	129%	S/T Adders	14,291	10,275	139%	8,934	160%	63,702	59,120
31,685	31,942	99%	24,868	127%	TOTAL PAYROLL	66,118	64,468	103%	49,433	134%	388,332	323,394
OPERATING EXPENSES												
0	0	0%	0	0%	Chemicals	0	296	0%	296	0%	2,264	2,512
181	470	38%	470	38%	Course Accessories	540	790	68%	789	68%	2,640	2,225
353	1,200	29%	745	47%	Fertilizer	3,649	4,700	78%	3,745	97%	32,100	36,018
0	0	0%	0	0%	Flowers/Decor	0	0	0%	0	0%	1,000	0
993	1,500	66%	1,542	64%	Fuel	2,317	3,400	68%	3,510	66%	13,350	10,378
0	400	0%	0	0%	Fungicides	820	1,150	71%	0	0%	3,300	5,548
1,418	600	236%	598	237%	Herbicides	3,278	1,550	212%	1,550	212%	19,400	19,067
319	300	106%	285	112%	Insecticides	677	550	123%	529	128%	15,550	10,768
0	500	0%	0	0%	Sand/Topdress	0	500	0%	0	0%	13,200	12,392
0	1,000	0%	650	0%	Seeds/Trees	3,941	5,000	79%	3,566	111%	12,150	13,395
0	100	0%	60	0%	Small Tools	249	350	71%	60	416%	1,300	642
0	0	0%	0	0%	Staff/Volunteer Uniforms	0	400	0%	0	0%	950	0
0	300	0%	42	0%	Irrigation	141	600	23%	68	207%	7,900	6,978
1,169	1,500	78%	1,606	73%	Repair & Maint - Equipment	3,340	3,000	111%	2,649	126%	18,000	18,035
0	100	0%	0	0%	Repair & Maint - Building	129	200	65%	0	0%	1,200	135
4,638	5,356	87%	5,336	87%	Equipment Lease	9,276	10,711	87%	11,560	80%	64,268	57,477
204	220	93%	219	93%	Utilities - Electric	432	480	90%	479	90%	2,790	2,650
1,279	1,600	80%	1,632	78%	Utilities - Other	3,519	3,000	117%	2,990	118%	17,200	18,917
178	140	127%	0	0%	Utilities - Telephone/Fax	346	280	124%	138	251%	1,680	1,389
204	250	82%	275	74%	Utilities - Water	393	500	79%	480	82%	3,000	2,515
0	0	0%	0	0%	Education & Training	0	0	0%	0	0%	0	710
0	20	0%	0	0%	Employee Relations	0	40	0%	0	0%	240	80
0	30	0%	58	0%	Employee Testing	58	60	97%	58	100%	360	594
0	1,000	0%	0	0%	O/S - Other	0	1,000	0%	0	0%	10,150	11,737
9	0	0%	0	0%	Travel - Other	22	0	0%	0	0%	470	1,119
10,946	16,586	66%	13,518	81%	TOTAL OPERATING EXPENSES	33,127	38,557	86%	32,467	102%	244,462	235,281
16,158	16,873	96%	21,085	77%	EBITDA	5,282	8,139	65%	30,358	17%	108,010	134,813
16,158	16,873	96%	21,085	77%	NET INCOME	5,282	8,139	65%	30,358	17%	108,010	134,813

The Golf Club at Cypress Head
Carts
For the Two Months Ending November 30, 2019

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
36,817	36,706	100%	35,743	103%	REVENUES							
36,817	36,706	100%	35,743	103%	Cart Fee	66,009	72,294	91%	67,944	97%	477,197	425,630
36,817	36,706	100%	35,743	103%	Total Revenues	66,009	72,294	91%	67,944	97%	477,197	425,630
36,817	36,706	100%	35,743	103%	GROSS MARGIN	66,009	72,294	91%	67,944	97%	477,197	425,630
6,513	5,854	111%	6,550	99%	PAYROLL							
6,513	5,854	111%	6,550	99%	Gross Payroll - Hourly	12,859	11,902	108%	13,239	97%	79,032	80,861
					S/T Wages	12,859	11,902	108%	13,239	97%	79,032	80,861
557	448	124%	533	105%	Payroll Tax - FICA	1,055	911	116%	1,066	99%	6,046	6,503
47	63	75%	56	84%	Payroll Tax - UC	101	127	80%	124	82%	940	892
117	101	116%	160	73%	Payroll Tax - WC	278	205	136%	260	107%	1,400	1,436
11	6	168%	(25)	-43%	Benefits	33	13	253%	(25)	-131%	80	137
732	617	119%	723	101%	S/T Adders	1,467	1,255	117%	1,425	103%	8,465	8,969
7,245	6,471	112%	7,273	100%	TOTAL PAYROLL	14,326	13,158	109%	14,664	98%	87,497	89,830
82	100	82%	86	96%	OPERATING EXPENSES							
0	0	0%	0	0%	Cart Supplies	262	200	131%	134	195%	1,600	1,292
21	100	21%	141	15%	Supplies	0	0	0%	0	0%	0	17
6,445	6,225	104%	6,245	103%	Cart Repairs	21	100	21%	141	15%	600	129
950	900	106%	936	102%	Cart Lease	12,889	12,449	104%	11,600	111%	74,694	75,134
7,498	7,325	102%	7,407	101%	Utilities - Electric	1,836	1,800	102%	1,786	103%	11,100	11,317
22,074	22,910	96%	21,063	105%	TOTAL OPERATING EXPENSES	15,008	14,549	103%	13,661	110%	87,994	87,889
22,074	22,910	96%	21,063	105%	EBITDA	36,675	44,587	82%	39,619	93%	301,706	247,912
22,074	22,910	96%	21,063	105%	NET INCOME	36,675	44,587	82%	39,619	93%	301,706	247,912

The Golf Club at Cypress Head
Range
For the Two Months Ending November 30, 2019

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
2,861	2,600	110%	2,576	111%	Range	4,979	5,200	96%	4,988	100%	40,400	33,785
2,861	2,600	110%	2,576	111%	Total Revenues	4,979	5,200	96%	4,988	100%	40,400	33,785
2,861	2,600	110%	2,576	111%	GROSS MARGIN	4,979	5,200	96%	4,988	100%	40,400	33,785
					OPERATING EXPENSES							
0	0	0%	0	0%	Range Balls	1,325	1,400	95%	1,325	100%	2,800	2,650
0	200	0%	172	0%	Range Equipment	0	200	0%	172	0%	1,600	2,250
0	0	0%	0	0%	Repair & Maint - Equipment	0	100	0%	21	0%	400	0
0	200	0%	172	0%	TOTAL OPERATING EXPENSES	1,325	1,700	78%	1,518	87%	4,800	4,900
2,861	2,400	119%	2,403	119%	EBITDA	3,654	3,500	104%	3,469	105%	35,600	28,885
2,861	2,400	119%	2,403	119%	NET INCOME	3,654	3,500	104%	3,469	105%	35,600	28,885

The Golf Club at Cypress Head
Golf Shop
For the Two Months Ending November 30, 2019

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
20	20	100%	0	0%	Handicap Fee	40	40	100%	30	133%	4,360	4,418
879	400	220%	410	214%	Lessons	1,357	600	226%	565	240%	5,650	10,208
120	220	55%	220	55%	Rental Clubs	320	500	64%	500	64%	3,280	3,070
7,184	5,600	128%	5,596	128%	Retail	11,059	10,200	108%	10,190	109%	68,150	67,777
8,203	6,240	131%	6,226	132%	Total Revenues	12,776	11,340	113%	11,285	113%	81,440	85,472
COST OF GOODS SOLD												
4,846	3,584	135%	3,507	138%	COGS - Merchandise	7,269	6,528	111%	6,327	115%	43,616	41,949
4,846	3,584	135%	3,507	138%	Total COGS	7,269	6,528	111%	6,327	115%	43,616	41,949
3,357	2,656	126%	2,719	123%	GROSS MARGIN	5,507	4,812	114%	4,958	111%	37,824	43,523
67.46%	64.00%	105.40%	62.67%	107.64%	COGS - Merchandise %	65.73%	64.00%	102.70%	62.09%	105.86%	64.00%	720.95%
PAYROLL												
5,142	4,080	126%	3,882	132%	Gross Payroll - Hourly	9,885	8,296	119%	7,776	127%	49,640	54,834
5,142	4,080	126%	3,882	132%	S/T Wages	9,885	8,296	119%	7,776	127%	49,640	54,834
403	312	129%	303	133%	Payroll Tax - FICA	765	635	121%	605	126%	3,797	4,296
26	33	79%	2	1574%	Payroll Tax - UC	53	71	74%	15	349%	530	414
92	70	131%	89	103%	Payroll Tax - WC	212	143	148%	164	129%	879	949
464	0	0%	0	0%	Benefits	448	0	0%	0	0%	0	448
986	415	237%	394	250%	S/T Adders	1,477	848	174%	784	189%	5,206	6,107
6,128	4,495	136%	4,276	143%	TOTAL PAYROLL	11,363	9,144	124%	8,560	133%	54,846	60,942
OPERATING EXPENSES												
0	0	0%	30	0%	Office Supplies	89	50	178%	30	296%	300	527
815	0	0%	0	0%	Supplies	815	0	0%	0	0%	1,000	2,336
(340)	50	-680%	(315)	108%	Tournament Expense	(13)	100	-13%	48	-27%	600	775
0	0	0%	0	0%	Handicap Expense	0	0	0%	0	0%	4,375	4,323
0	0	0%	0	0%	Lesson Expense	0	0	0%	0	0%	150	49
0	0	0%	0	0%	Repair & Maint - Building	504	0	0%	0	0%	250	822
0	0	0%	0	0%	Cash Short/(Over)	(1)	0	0%	0	0%	0	(1)
475	50	950%	(284)	-167%	TOTAL OPERATING EXPENSES	1,395	150	930%	78	1784%	6,675	8,830
(3,246)	(1,889)	172%	(1,272)	255%	EBITDA	(7,250)	(4,482)	162%	(3,680)	197%	(23,697)	(26,248)
(3,246)	(1,889)	172%	(1,272)	255%	NET INCOME	(7,250)	(4,482)	162%	(3,680)	197%	(23,697)	(26,248)

The Golf Club at Cypress Head
G & A
For the Two Months Ending November 30, 2019

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
97	0	0%	0	0%	Miscellaneous G&A	97	475	20%	472	21%	475	846
97	0	0%	0	0%	Total Revenues	97	475	20%	472	21%	475	846
97	0	0%	0	0%	GROSS MARGIN	97	475	20%	472	21%	475	846
PAYROLL												
9,981	10,043	99%	7,939	126%	Gross Payroll - Salaried	20,245	20,087	101%	16,123	126%	120,520	108,150
770	1,029	75%	777	99%	Gross Payroll - Hourly	1,473	2,091	70%	1,774	83%	12,514	9,098
10,751	11,072	97%	8,717	123%	S/T Wages	21,718	22,178	98%	17,898	121%	133,034	117,248
731	847	86%	589	124%	Payroll Tax - FICA	1,479	1,697	87%	1,202	123%	10,177	7,899
0	7	0%	0	0%	Payroll Tax - UC	0	14	0%	3	0%	389	172
186	190	98%	210	88%	Payroll Tax - WC	462	381	121%	353	131%	2,355	2,153
2,344	2,192	107%	2,341	100%	Benefits	5,259	4,384	120%	4,556	115%	26,823	24,920
3,261	3,236	101%	3,140	104%	S/T Adders	7,200	6,476	111%	6,114	118%	39,745	35,144
14,011	14,308	98%	11,857	118%	TOTAL PAYROLL	28,918	28,654	101%	24,011	120%	172,779	152,392
OPERATING EXPENSES												
556	300	185%	311	179%	Janitorial Supplies	556	800	70%	729	76%	6,040	5,857
1,131	200	565%	200	565%	Laundry/Uniforms	1,673	200	837%	200	836%	1,600	2,298
264	350	75%	350	75%	Office Supplies	787	700	112%	908	87%	3,950	3,553
223	250	89%	262	85%	Alarm System	671	500	134%	879	76%	3,000	4,216
54	250	21%	0	0%	Computer Service	107	500	21%	0	0%	6,500	760
812	825	98%	812	100%	Contract Cleaning	1,624	1,650	98%	1,624	100%	9,900	9,744
0	0	0%	0	0%	Guest Relations	0	0	0%	0	0%	0	135
0	100	0%	9	0%	Repair & Maint - Equipment	0	200	0%	186	0%	2,300	1,291
531	350	152%	935	57%	Repair & Maint - Building	579	700	83%	954	61%	3,900	6,181
0	0	0%	0	0%	Equipment Lease	0	0	0%	0	0%	0	5,356
176	188	94%	176	100%	Off-Site Storage	352	376	94%	352	100%	2,256	2,112
1,829	2,000	91%	1,993	92%	Utilities - Other	3,612	4,000	90%	4,163	87%	24,600	23,315
10	300	3%	273	4%	Utilities - Telephone/Fax	160	450	36%	421	38%	2,400	1,857
339	300	113%	290	117%	Bank Charges	884	600	147%	2,460	36%	3,600	3,907
(506)	0	0%	(7)	7253%	Cash Short/(Over)	(70)	0	0%	(184)	38%	0	(554)
150	250	60%	200	75%	Cell Phone	450	500	90%	350	129%	3,000	2,400
2,943	2,890	102%	2,990	98%	City Surcharge R & R	5,442	5,580	98%	5,780	94%	37,149	35,055
2,500	3,000	83%	3,124	80%	Credit Card Discounts	5,211	5,100	102%	3,341	156%	28,100	24,640
(70)	0	0%	(12)	583%	Donations	(70)	0	0%	(62)	113%	0	429
0	150	0%	150	0%	Dues & Subscriptions	150	150	100%	150	100%	1,060	914
0	0	0%	0	0%	Education & Training	1,000	0	0%	0	0%	0	1,000
0	100	0%	0	0%	Employee Relations	0	200	0%	0	0%	1,575	(1,184)
4,639	4,450	104%	4,320	107%	Insurance Expense	9,277	8,900	104%	8,641	107%	53,700	53,550
0	40	0%	0	0%	Member Relations	0	80	0%	0	0%	2,320	739
51	0	0%	0	0%	Messenger Service - Fedex	160	0	0%	0	0%	0	233
0	0	0%	0	0%	Miscellaneous	0	0	0%	20	0%	0	0
5,000	8,000	63%	8,000	63%	O/S - Accounting	5,000	8,000	63%	8,000	63%	9,900	12,690
351	400	88%	269	131%	Payroll Processing Fee	702	800	88%	647	108%	6,100	5,510
24	100	24%	88	27%	Postage/Shipping	75	250	30%	245	31%	1,475	1,347
(30)	0	0%	(30)	100%	Tax/Licenses/Fees	(60)	0	0%	(60)	100%	0	(275)
67	50	133%	55	122%	Travel - Meals	104	100	104%	109	96%	2,600	2,811
0	50	0%	35	0%	Travel - Other	11	550	2%	578	2%	7,400	3,710
21,043	24,893	85%	24,794	85%	TOTAL OPERATING EXPENSES	38,387	40,886	94%	40,430	95%	224,425	213,598
(34,957)	(39,201)	89%	(36,650)	95%	EBITDA	(67,208)	(69,065)	97%	(63,969)	105%	(396,729)	(365,144)
6,063	6,063	100%	5,944	102%	Management Fee	12,125	12,126	100%	11,887	102%	72,756	71,562
6,063	6,063	100%	5,944	102%	Management Fees	12,125	12,126	100%	11,887	102%	72,756	71,562
23	23	100%	23	100%	Deprec - Mach & Equip	46	46	100%	46	100%	277	277
72	72	100%	72	100%	Deprec - Buildings	145	145	100%	145	100%	869	869
96	96	100%	96	100%	S/T DEPR. & AMORT	191	191	100%	191	100%	1,146	1,146
(41,115)	(45,360)	91%	(42,690)	96%	NET INCOME	(79,524)	(81,382)	98%	(76,048)	105%	(470,631)	(437,852)

The Golf Club at Cypress Head
Marketing
For the Two Months Ending November 30, 2019

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					PAYROLL							
3,487	3,452	101%	3,461	101%	Gross Payroll - Salaried	6,708	6,904	97%	6,760	99%	42,024	43,173
3,487	3,452	101%	3,461	101%	S/T Wages	6,708	6,904	97%	6,760	99%	42,024	43,173
249	264	94%	250	99%	Payroll Tax - FICA	477	528	90%	484	99%	3,215	3,055
0	4	0%	0	0%	Payroll Tax - UC	0	8	0%	0	0%	186	85
61	59	103%	80	76%	Payroll Tax - WC	150	119	126%	132	113%	744	761
524	501	105%	553	95%	Benefits	1,225	1,001	122%	1,014	121%	6,123	5,868
833	828	101%	883	94%	S/T Adders	1,852	1,656	112%	1,629	114%	10,267	9,769
4,320	4,280	101%	4,344	99%	TOTAL PAYROLL	8,560	8,560	100%	8,389	102%	52,291	52,942
					OPERATING EXPENSES							
199	1,000	20%	1,048	19%	Advertising & Promotion	3,009	3,100	97%	3,180	95%	23,150	17,538
0	0	0%	0	0%	Travel - Other	0	0	0%	0	0%	140	138
199	1,000	20%	1,048	19%	TOTAL OPERATING EXPENSES	3,009	3,100	97%	3,180	95%	23,290	17,676
(4,519)	(5,280)	86%	(5,392)	84%	EBITDA	(11,569)	(11,660)	99%	(11,569)	100%	(75,581)	(70,618)
(4,519)	(5,280)	86%	(5,392)	84%	NET INCOME	(11,569)	(11,660)	99%	(11,569)	100%	(75,581)	(70,618)

The Golf Club at Cypress Head
For the Two Months Ending November 30, 2019

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
92,662	99,216	93%	92,225	100%	Green Fees & Cart Fees	165,093	177,878	93%	174,421	95%	1,180,853	1,084,062
7,184	5,600	128%	5,596	128%	Merchandise	11,059	10,200	108%	10,190	109%	68,150	67,777
1,019	640	159%	630	162%	Other Pro Shop	1,717	1,140	151%	1,095	157%	13,290	17,696
2,861	2,600	110%	2,576	111%	Range	4,979	5,200	96%	4,988	100%	40,400	33,785
2,943	2,890	102%	2,990	98%	Other Operating Revenues	5,442	5,580	98%	5,780	94%	37,149	35,055
97	0	0%	0	0%	Other G&A Income	97	475	20%	472	21%	475	846
106,766	110,946	96%	104,016	103%	TOTAL REVENUE	188,388	200,473	94%	196,946	96%	1,340,317	1,239,220
COST OF SALES												
4,846	3,584	135%	3,507	138%	Merchandise	7,269	6,528	111%	6,327	115%	43,616	41,949
4,846	3,584	135%	3,507	138%	TOTAL COGS	7,269	6,528	111%	6,327	115%	43,616	41,949
67.5%	64.0%	105.4%	62.7%	107.6%	COGS - Merchandise %	65.7%	64.0%	102.7%	62.1%	105.9%	64.0%	720.9%
PAYROLL												
31,685	31,942	99%	24,868	127%	Course and Grounds	66,118	64,468	103%	49,433	134%	388,332	323,394
7,245	6,471	112%	7,273	100%	Carts, Range, Starters, Etc.	14,326	13,158	109%	14,664	98%	87,497	89,830
6,128	4,495	136%	4,276	143%	Pro Shop	11,363	9,144	124%	8,560	133%	54,846	60,942
14,011	14,308	98%	11,857	116%	General and Administrative	28,918	28,654	101%	24,011	120%	172,779	152,392
4,320	4,280	101%	4,344	99%	Marketing	8,560	8,560	100%	8,389	102%	52,291	52,942
63,389	61,496	103%	52,618	120%	TOTAL PAYROLL	129,284	123,984	104%	105,058	123%	755,745	679,499
OPERATING EXPENSES												
10,946	16,586	66%	13,518	81%	Course and Grounds	33,127	38,557	86%	32,467	102%	244,462	235,281
7,498	7,525	100%	7,579	99%	Carts, Range, Starters, Etc.	16,333	16,249	101%	15,179	108%	92,794	92,789
475	50	950%	(284)	-167%	Pro Shop	1,395	150	930%	78	1784%	6,675	8,830
21,043	24,893	85%	24,794	85%	General and Administrative	38,387	40,886	94%	40,430	95%	224,425	213,598
199	1,000	20%	1,048	19%	Marketing	3,009	3,100	97%	3,180	95%	23,290	17,676
40,161	50,053	80%	46,655	86%	TOTAL OPERATING EXPENSES	92,251	98,942	93%	91,334	101%	591,646	568,174
108,396	115,133	94%	102,779	105%	TOTAL EXPENSES	228,804	229,454	100%	202,719	113%	1,391,007	1,289,622
(1,630)	(4,188)	39%	1,237	-132%	EBITDA	(40,416)	(28,981)	139%	(5,773)	700%	(50,690)	(50,402)

The Golf Club at Cypress Head
For the Two Months Ending November 30, 2019

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
(1,630)	(4,188)	39%	1,237	-132%	EBITDA	(40,416)	(28,981)	139%	(5,773)	700%	(50,690)	(50,402)
(6,063)	(6,063)	100%	(5,944)	102%	MANAGEMENT FEES	(12,125)	(12,126)	100%	(11,887)	102%	(72,756)	(71,562)
(96)	(96)	100%	(96)	100%	OTHER INCOME (EXPENSE)	(191)	(191)	100%	(191)	100%	(1,146)	(1,146)
(96)	(96)	100%	(96)	100%	Depreciation & Amortization	(191)	(191)	100%	(191)	100%	(1,146)	(1,146)
(7,788)	(10,346)	75%	(4,803)	162%	TOTAL OTHER INCOME (EXPENSE)	(52,732)	(41,298)	128%	(17,851)	295%	(124,593)	(123,110)
					NET INCOME							
3,106	2,930	106%	3,017	103%	Paid Rounds	5,685	5,718	99%	5,812	98%	38,181	36,531
315	400	79%	392	80%	Annual Pass Rounds	686	825	83%	816	84%	5,379	4,392
220	168	131%	229	96%	Other Rounds	456	315	145%	415	110%	1,970	2,775
3,641	3,498	104%	3,638	100%	Total Rounds	6,827	6,858	100%	7,043	97%	45,530	43,698
34	38	91%	34	100%	Revenue/Paid Rounds	33	35	95%	34	98%	35	403
29	32	92%	29	103%	Revenue/Total Rounds	28	29	94%	28	99%	29	336

For the Month Ending November 30, 2019

REVENUES														
Green Fees & Cart Fees	92,224.98	81,876.61	112,576.75	133,087.93	139,498.01	109,846.81	85,219.17	68,070.99	70,216.83	58,039.40	60,545.81	72,431.64	92,661.78	225,639.23
Merchandise	5,596.60	5,596.60	5,035.57	5,114.85	5,508.42	7,900.96	5,757.79	4,396.18	5,657.81	4,492.23	3,269.35	3,875.54	14,328.80	
Other Pro Shop	630.00	520.00	1,400.00	1,240.00	3,855.00	1,625.00	1,219.00	1,500.00	2,275.50	1,810.00	698.00	1,019.00	2,531.00	
Range	2,959.67	2,149.78	3,066.78	3,511.84	3,813.58	4,001.58	3,402.80	2,244.20	1,782.24	2,011.96	2,117.82	2,861.36	6,891.14	
Other Operating Revenues	2,969.67	2,574.14	3,370.57	3,802.30	4,184.88	3,627.46	2,931.30	2,552.47	2,124.55	2,408.99	2,943.14	3,740.04	9,113.14	
Other G&A Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	749.11	0.00	96.95	96.95	
TOTAL REVENUE	104,015.85	92,647.12	125,989.47	146,756.92	160,849.89	127,001.81	97,941.15	79,293.16	82,339.25	69,465.23	68,548.02	81,621.99	106,766.14	256,936.15
COST OF SALES														
Merchandise	3,506.80	3,305.59	2,878.04	3,449.32	7,160.34	5,853.06	1,640.10	2,552.38	3,551.80	2,728.68	1,560.46	2,423.05	4,846.16	8,829.67
TOTAL COGS	3,506.80	3,305.59	2,878.04	3,449.32	7,160.34	5,853.06	1,640.10	2,552.38	3,551.80	2,728.68	1,560.46	2,423.05	4,846.16	8,829.67
COGS - Merchandise %	62.7%	59.2%	57.2%	67.4%	75.3%	74.1%	28.5%	58.1%	62.8%	60.7%	47.7%	62.5%	67.5%	177.7%
PAYROLL														
Course and Grounds	24,867.72	23,568.32	25,404.46	22,719.73	24,798.67	24,919.14	26,352.68	22,638.86	26,225.27	32,073.24	28,585.41	34,432.83	31,684.92	94,703.16
Carts, Range, Starters, Etc.	7,273.37	7,199.33	7,586.60	7,451.53	7,116.46	7,873.58	7,116.46	7,106.65	7,224.64	7,106.65	7,106.65	7,106.65	7,106.65	20,806.56
Pro Shop	4,275.62	4,411.59	4,934.53	4,089.85	5,189.91	4,309.17	5,905.43	6,163.57	5,463.76	3,919.37	5,234.48	6,128.16	15,282.01	
General and Administrative	11,856.80	11,722.72	12,452.14	11,408.37	11,608.34	12,374.75	11,284.86	14,077.34	15,084.13	13,148.39	14,906.51	14,011.14	20,806.56	
Marketing	4,344.35	4,740.42	4,182.43	3,885.77	4,639.66	5,075.36	4,784.31	4,383.59	4,252.47	4,555.79	3,882.89	4,239.45	12,442.48	
TOTAL PAYROLL	52,617.86	51,542.38	54,342.16	48,672.67	54,487.94	55,209.96	55,744.55	51,329.20	58,592.23	64,283.57	56,010.55	65,894.24	63,389.46	185,294.25
OPERATING EXPENSES														
Course and Grounds	13,518.37	14,672.62	14,617.68	19,475.55	19,891.57	20,861.55	25,660.67	17,143.72	14,923.27	22,823.18	34,604.16	12,815.10	10,945.55	67,730.81
Carts, Range, Starters, Etc.	7,579.08	7,386.95	7,361.15	8,223.21	7,330.77	8,261.72	7,599.14	7,259.72	7,560.97	7,158.96	7,643.70	7,893.77	23,977.13	
Pro Shop	284.35	238.54	220.58	750.11	370.87	19.65	360.00	111.39	328.19	480.60	203.81	475.07	1,626.47	
General and Administrative	24,793.60	15,644.61	18,362.12	19,620.62	15,541.08	17,108.08	15,296.58	15,896.47	17,901.85	16,535.39	23,304.31	17,344.06	21,043.15	61,691.52
Marketing	1,047.81	982.77	466.13	863.59	2,545.13	1,449.57	1,807.62	3,049.36	794.01	(331.71)	3,040.38	2,810.14	199.13	6,049.65
TOTAL OPERATING EXPENSES	46,654.51	38,925.41	41,027.66	48,933.08	48,978.42	48,360.63	50,664.01	43,671.61	39,861.40	46,676.32	68,824.46	52,090.56	40,160.56	161,075.58
TOTAL EXPENSES	102,779.17	93,773.38	98,247.86	101,055.07	110,626.70	109,423.65	108,048.66	97,553.19	102,005.43	113,688.57	126,395.47	120,407.85	108,396.18	355,199.50
EBITDA														
	1,236.68	(1,126.26)	27,741.61	45,701.85	50,223.19	17,578.16	(10,107.51)	(18,260.03)	(19,666.18)	(44,223.34)	(57,847.45)	(38,785.86)	(1,630.04)	(98,263.35)

For the Month Ending November 30, 2019

[illegible]

TRIAL BALANCE SUMMARY FOR 2019

The Golf Club at Cypress Head

General Ledger

Ranges:

From:

Date:

Account:

11/1/2019

First

To:

11/30/2019

Last

Sorted By:

Account

Include:

Posting, Unit

Print Currency In:

Functional (Z-US\$)

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	10020-5950-900	Cash - Course Depository NEW	\$69,783.70	\$104,747.61	\$115,088.27	(\$10,340.66)	\$59,443.04
	10050-5950-900	Cash - Course Payroll BMO	\$34,117.52	\$70,573.34	\$71,133.67	(\$560.33)	\$33,557.19
	10100-5950-900	Cash - Course Other	\$850.00	\$0.00	\$0.00	\$0.00	\$850.00
	10180-5950-900	Cash - Pro Shop Bank	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
	11160-5950-900	A/R Member	\$6,129.50	\$32,679.38	\$30,606.39	\$2,072.99	\$8,202.49
	12000-5950-900	Inventory - Merchandise	\$20,169.16	\$13,385.39	\$4,846.16	\$8,539.23	\$28,708.39
	13020-5950-900	Prepaid Insurance	\$17,728.65	\$0.00	\$4,638.70	(\$4,638.70)	\$13,089.95
	13040-5950-900	Prepaid Exp - Other	\$31,340.91	\$8,663.80	\$9,747.72	(\$1,083.92)	\$30,256.99
	20100-5950-900	Machinery & Equipment	\$5,550.40	\$0.00	\$0.00	\$0.00	\$5,550.40
	20160-5950-900	Buildings and Improvements	\$30,597.54	\$0.00	\$0.00	\$0.00	\$30,597.54
	22040-5950-900	Accum. Deprec - Mach & Equip	(\$3,907.74)	\$0.00	\$23.12	(\$23.12)	(\$3,930.86)
	22080-5950-900	Accum. Deprec - Buildings	(\$23,863.36)	\$0.00	\$72.41	(\$72.41)	(\$23,935.77)
	30000-5950-900	Accts Pay - Trade	(\$51,330.28)	\$98,588.64	\$136,084.50	(\$37,495.86)	(\$88,826.14)
	30040-5950-900	Accts Pay - Other	\$50,838.68	\$11,304.54	\$11,690.45	(\$385.91)	\$50,452.77
	31000-5950-900	Accrued Expenses	\$13.05	\$1,716.97	\$1,730.02	(\$13.05)	\$0.00
	31020-5950-900	Accrued Payroll	(\$39,963.96)	\$30,215.03	\$10,763.54	\$19,451.49	(\$20,512.47)
	31080-5950-900	Accrued Tips Payable	(\$46.00)	\$1,088.00	\$1,058.77	\$29.23	(\$16.77)
	31220-5950-900	Accrued Sales Tax	(\$3,350.44)	\$3,350.44	\$5,588.34	(\$2,237.90)	(\$5,588.34)
	31400-5950-900	Accrued City Surcharge	\$0.00	\$2,943.14	\$2,943.14	\$0.00	\$0.00
	32000-5950-900	Deferred Rev - Rainchecks	(\$2,751.25)	\$920.89	\$280.82	\$640.07	(\$2,111.18)
	32020-5950-900	Deferred Rev - Outing Deposits	(\$8,151.39)	\$6,837.00	\$452.00	\$6,385.00	(\$1,766.39)
	32040-5950-900	Deferred Rev - Legacy GF Passes	(\$40,218.75)	\$4,883.53	\$0.00	\$4,883.53	(\$35,335.22)
	32050-5950-900	Deferred Revenue - Cypress GF Passes	(\$24,191.75)	\$6,828.72	\$5,347.13	\$1,481.59	(\$22,710.16)
	32070-5950-900	Deferred Rev - Gift Cards	(\$21,079.50)	\$624.64	\$807.10	(\$182.46)	(\$21,261.96)
	32100-5950-900	Deferred Rev - Credit Books	(\$12,775.35)	\$426.94	\$658.79	(\$231.85)	(\$13,007.20)
	32120-5950-900	Deferred Rev - Trail Fee Pass	(\$79,696.83)	\$7,381.44	\$1,499.00	\$5,882.44	(\$73,814.39)
	32220-5950-900	Deferred Rev - Founders Pass	(\$1,237.50)	\$112.50	\$0.00	\$112.50	(\$1,125.00)
	49020-5950-900	Retained Earnings - Current	\$1.07	\$0.00	\$0.00	\$0.00	\$1.07
	50000-5950-100	Green Fees - Annual Pass	(\$5,968.00)	\$0.00	\$5,917.05	(\$5,917.05)	(\$11,885.05)
	50040-5950-100	Green Fees - Member	(\$34,772.12)	\$0.00	\$46,985.02	(\$46,985.02)	(\$81,757.14)
	50070-5950-100	Green Fees - (surcharge)	(\$2,498.99)	\$2,943.14	\$5,886.28	(\$2,943.14)	(\$5,442.13)
	50500-5950-200	Cart Fee 18	(\$21,947.36)	\$0.00	\$29,435.13	(\$29,435.13)	(\$51,382.49)
	50520-5950-200	Cart Fee - Annual Trail	(\$7,245.17)	\$0.00	\$7,381.44	(\$7,381.44)	(\$14,626.61)
	52090-5950-600	Handicap Fee	(\$20.00)	\$0.00	\$20.00	(\$20.00)	(\$40.00)
	52150-5950-600	Lessons	(\$478.00)	\$0.00	\$879.00	(\$879.00)	(\$1,357.00)
	52280-5950-600	Rental Clubs	(\$200.00)	\$815.00	\$935.00	(\$120.00)	(\$320.00)
	52310-5950-600	Retail	(\$3,875.54)	\$0.00	\$7,183.91	(\$7,183.91)	(\$11,059.45)
	53050-5950-220	Range Pass Revenue	(\$2,117.82)	\$0.00	\$2,861.36	(\$2,861.36)	(\$4,979.18)
	56120-5950-100	City Surcharge R & R	(\$2,498.99)	\$0.00	\$2,943.14	(\$2,943.14)	(\$5,442.13)
	59010-5950-900	Miscellaneous G&A	\$0.00	\$0.00	\$96.95	(\$96.95)	(\$96.95)
	60000-5950-600	COGS - Merchandise - Accessories	\$2,423.05	\$4,846.16	\$0.00	\$4,846.16	\$7,269.21
	70000-5950-100	Gross Payroll - Salaried	\$11,468.34	\$11,946.97	\$1,485.03	\$10,461.94	\$21,930.28
	70000-5950-900	Gross Payroll - Salaried	\$10,264.06	\$11,305.35	\$1,324.39	\$9,980.96	\$20,245.02
	70000-5950-950	Gross Payroll - Salaried	\$3,220.97	\$3,902.64	\$415.61	\$3,487.03	\$6,708.00
	70010-5950-100	Gross Payroll - Hourly	\$15,049.90	\$17,040.61	\$2,194.23	\$14,846.38	\$29,896.28
	70010-5950-200	Gross Payroll - Hourly	\$6,345.44	\$7,393.41	\$880.21	\$6,513.20	\$12,858.64
	70010-5950-600	Gross Payroll - Hourly	\$4,742.87	\$5,702.97	\$560.63	\$5,142.34	\$9,885.21
	70010-5950-900	Gross Payroll - Hourly	\$703.31	\$860.80	\$91.20	\$769.60	\$1,472.91
	71000-5950-100	Payroll Tax - FICA	\$1,851.29	\$2,040.17	\$281.46	\$1,758.71	\$3,610.00
	71000-5950-200	Payroll Tax - FICA	\$497.95	\$624.69	\$67.34	\$557.35	\$1,055.30
	71000-5950-600	Payroll Tax - FICA	\$362.11	\$445.80	\$42.89	\$402.91	\$765.02
	71000-5950-900	Payroll Tax - FICA	\$747.68	\$839.40	\$108.29	\$731.11	\$1,478.79
	71000-5950-950	Payroll Tax - FICA	\$228.13	\$280.29	\$31.79	\$248.50	\$476.63
	71010-5950-100	Payroll Tax - UC	\$41.69	\$36.74	\$0.00	\$36.74	\$78.43
	71010-5950-200	Payroll Tax - UC	\$54.22	\$47.18	\$0.00	\$47.18	\$101.40
	71010-5950-600	Payroll Tax - UC	\$26.27	\$26.28	\$0.00	\$26.28	\$52.55
	71020-5950-100	Payroll Tax - WC	\$641.49	\$438.72	\$0.00	\$438.72	\$1,080.21

TRIAL BALANCE SUMMARY FOR 2019

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	71020-5950-200	Payroll Tax - WC	\$161.29	\$116.73	\$0.00	\$116.73	\$278.02
	71020-5950-600	Payroll Tax - WC	\$119.53	\$92.19	\$0.00	\$92.19	\$211.72
	71020-5950-900	Payroll Tax - WC	\$275.94	\$185.73	\$0.00	\$185.73	\$461.67
	71020-5950-950	Payroll Tax - WC	\$88.65	\$61.00	\$0.00	\$61.00	\$149.65
	71030-5950-100	Benefits	\$5,380.12	\$7,024.77	\$2,882.34	\$4,142.43	\$9,522.55
	71030-5950-200	Benefits	\$22.07	\$39.68	\$29.04	\$10.64	\$32.71
	71030-5950-600	Benefits	(\$16.30)	\$655.60	\$191.16	\$464.44	\$448.14
	71030-5950-900	Benefits	\$2,915.52	\$3,814.86	\$1,471.12	\$2,343.74	\$5,259.26
	71030-5950-950	Benefits	\$701.70	\$926.33	\$402.72	\$523.61	\$1,225.31
	80110-5950-200	Cart Supplies	\$180.16	\$81.79	\$0.00	\$81.79	\$261.95
	80170-5950-100	Course Accessories	\$358.87	\$180.71	\$0.00	\$180.71	\$539.58
	80230-5950-100	Fertilizer	\$3,296.45	\$806.45	\$453.60	\$352.85	\$3,649.30
	80270-5950-100	Fuel	\$1,324.54	\$992.64	\$0.00	\$992.64	\$2,317.18
	80280-5950-100	Fungicides	\$819.68	\$0.00	\$0.00	\$0.00	\$819.68
	80320-5950-100	Herbicides	\$1,859.98	\$1,418.38	\$0.00	\$1,418.38	\$3,278.36
	80370-5950-100	Insecticides	\$358.03	\$318.75	\$0.00	\$318.75	\$676.78
	80380-5950-900	Janitorial Supplies	\$0.00	\$556.17	\$0.00	\$556.17	\$556.17
	80420-5950-900	Laundry/Uniforms	\$542.36	\$1,130.71	\$0.00	\$1,130.71	\$1,673.07
	80520-5950-600	Office Supplies	\$89.14	\$0.00	\$0.00	\$0.00	\$89.14
	80520-5950-900	Office Supplies	\$522.63	\$264.01	\$0.00	\$264.01	\$786.64
	80610-5950-220	Range Balls	\$1,325.00	\$0.00	\$0.00	\$0.00	\$1,325.00
	80710-5950-100	Seeds/Trees	\$3,941.25	\$0.00	\$0.00	\$0.00	\$3,941.25
	80730-5950-100	Small Tools	\$249.32	\$0.00	\$0.00	\$0.00	\$249.32
	80780-5950-600	Supplies	\$0.00	\$815.00	\$0.00	\$815.00	\$815.00
	80810-5950-600	Tournament Expense	\$327.00	\$7.52	\$347.45	(\$339.93)	(\$12.93)
	81010-5950-900	Alarm System	\$447.90	\$222.90	\$0.00	\$222.90	\$670.80
	81090-5950-200	Cart Repairs	\$0.00	\$21.25	\$0.00	\$21.25	\$21.25
	81130-5950-900	Computer Service	\$53.70	\$53.70	\$0.00	\$53.70	\$107.40
	81140-5950-900	Contract Cleaning	\$812.00	\$1,353.47	\$541.47	\$812.00	\$1,624.00
	81250-5950-100	Irrigation	\$140.78	\$0.00	\$0.00	\$0.00	\$140.78
	81350-5950-100	Repair & Maint - Equipment	\$2,170.39	\$1,178.49	\$9.00	\$1,169.49	\$3,339.88
	81360-5950-100	Repair & Maint - Building	\$129.10	\$0.00	\$0.00	\$0.00	\$129.10
	81360-5950-600	Repair & Maint - Building	\$503.95	\$0.00	\$0.00	\$0.00	\$503.95
	81360-5950-900	Repair & Maint - Building	\$48.33	\$530.70	\$0.00	\$530.70	\$579.03
	82000-5950-200	Cart Lease	\$6,444.58	\$6,444.58	\$0.00	\$6,444.58	\$12,889.16
	82020-5950-100	Equipment Lease	\$4,638.00	\$4,638.00	\$0.00	\$4,638.00	\$9,276.00
	82060-5950-900	Off-Site Storage	\$176.00	\$176.00	\$0.00	\$176.00	\$352.00
	83000-5950-100	Utilities - Electric	\$227.52	\$204.01	\$0.00	\$204.01	\$431.53
	83000-5950-200	Utilities - Electric	\$886.03	\$950.04	\$0.00	\$950.04	\$1,836.07
	83020-5950-100	Utilities - Other	\$2,239.47	\$1,279.43	\$0.00	\$1,279.43	\$3,518.90
	83020-5950-900	Utilities - Other	\$1,782.79	\$2,051.38	\$221.96	\$1,829.42	\$3,612.21
	83030-5950-100	Utilities - Telephone/Fax	\$168.36	\$177.65	\$0.00	\$177.65	\$346.01
	83030-5950-900	Utilities - Telephone/Fax	\$150.00	\$160.48	\$150.00	\$10.48	\$160.48
	83050-5950-100	Utliities - Water	\$188.60	\$204.36	\$0.00	\$204.36	\$392.96
	84040-5950-950	Adv/Promo - Mktg/Bus Dev	\$2,810.14	\$219.13	\$20.00	\$199.13	\$3,009.27
	85020-5950-900	Bank Charges	\$545.17	\$350.87	\$12.09	\$338.78	\$883.95
	85050-5950-600	Cash Short/(Over)	(\$0.60)	\$0.00	\$0.00	\$0.00	(\$0.60)
	85050-5950-900	Cash Short/(Over)	\$435.29	\$702.19	\$1,207.71	(\$505.52)	(\$70.23)
	85060-5950-900	Cell Phone	\$300.00	\$150.00	\$0.00	\$150.00	\$450.00
	85070-5950-900	City Surcharge R & R	\$2,498.99	\$2,943.14	\$0.00	\$2,943.14	\$5,442.13
	85120-5950-900	Credit Card Discounts	\$2,711.54	\$2,499.60	\$0.00	\$2,499.60	\$5,211.14
	85140-5950-900	Donations	\$0.00	\$0.00	\$70.00	(\$70.00)	(\$70.00)
	85150-5950-900	Dues & Subscriptions	\$150.00	\$0.00	\$0.00	\$0.00	\$150.00
	85160-5950-900	Education & Training	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00
	85190-5950-900	Employee Relations	\$0.00	\$89.88	\$89.88	\$0.00	\$0.00
	85200-5950-100	Employee Testing	\$58.00	\$0.00	\$0.00	\$0.00	\$58.00
	85280-5950-900	Insurance Expense	\$4,638.70	\$4,638.70	\$0.00	\$4,638.70	\$9,277.40
	85330-5950-900	Messenger Service - Fedex	\$109.13	\$50.59	\$0.00	\$50.59	\$159.72
	85390-5950-900	O/S - Accounting	\$0.00	\$5,000.00	\$0.00	\$5,000.00	\$5,000.00
	85480-5950-900	Payroll Processing Fee	\$350.12	\$831.42	\$480.00	\$351.42	\$701.54
	85490-5950-900	Postage/Shipping	\$51.72	\$23.62	\$0.00	\$23.62	\$75.34
	85610-5950-900	Tax/Licenses/Fees	(\$30.00)	\$0.00	\$30.00	(\$30.00)	(\$60.00)
	85710-5950-900	Travel - Meals	\$37.12	\$66.73	\$0.00	\$66.73	\$103.85

TRIAL BALANCE SUMMARY FOR 2019
The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	85720-5950-100	Travel - Other	\$12.76	\$9.28	\$0.00	\$9.28	\$22.04
	85720-5950-900	Travel - Other	\$10.57	\$0.00	\$0.00	\$0.00	\$10.57
	90000-5950-900	Management Fee	\$6,062.53	\$12,125.06	\$6,062.53	\$6,062.53	\$12,125.06
	98020-5950-900	Deprec - Mach & Equip	\$23.12	\$23.12	\$0.00	\$23.12	\$46.24
	98040-5950-900	Deprec - Buildings	\$72.41	\$72.41	\$0.00	\$72.41	\$144.82
	RCMWD-5950-100	Rounds - Complimentary - Weekday	14,574.00	209.00	98.00	111.00	14,685.00
	REMWD-5950-100	Rounds - Employee - Weekday	20,411.00	247.00	138.00	109.00	20,520.00
	RMBWD-5950-100	Rounds - Member - Weekday	76,591.00	686.00	371.00	315.00	76,906.00
	RPKWD-5950-100	Rounds - Peak - Weekday	413,865.00	5,685.00	2,579.00	3,106.00	416,971.00
	RPKWE-5950-100	Rounds - Peak - Weekend	5,071.00	0.00	0.00	0.00	5,071.00
		<u>Accounts</u>	<u>Beginning Balance</u>	<u>Debit</u>	<u>Credit</u>	<u>Net Change</u>	<u>Ending Balance</u>
		Grand Totals:	130	\$0.00	\$547,739.46	\$547,739.46	\$0.00



December 20th, 2019

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

Dear Ms. Fenwick,

The following is the financial and operational summary report for November 2019 at Cypress Head Golf Club. These numbers reflect only the Golf portion for the month and year to date.

FINANCIAL SUMMARY FOR GOLF MONTH ENDING November 2019								
	Current				Year to Date			
	Actual	Budget	Variance vs. Budget		Actual	Budget	Prior Year	Variance vs. Budget
Revenue								
Green Fees	\$ 55,942	\$ 62,510	\$ (6,568)		\$ 99,181	\$ 106,059	\$ 106,950	\$ (6,878)
Cart Fees	\$ 36,817	\$ 36,705	\$ 112		\$ 66,009	\$ 72,294	\$ 67,944	\$ (6,285)
Range	\$ 2,861	\$ 2,600	\$ 261		\$ 4,979	\$ 5,200	\$ 4,988	\$ (221)
Pro- Shop Revenues	\$ 8,203	\$ 6,240	\$ 1,963		\$ 12,776	\$ 11,340	\$ 11,285	\$ 1,436
City Surcharge R/R	\$ 2,943	\$ 2,890	\$ 53		\$ 5,442	\$ 5,580	\$ 5,780	\$ 5,780
Total Revenue	\$ 106,766	\$ 110,945	\$ (4,179)		\$ 188,387	\$ 200,473	\$ 196,947	\$ (6,168)
Cost of Sales	\$ 4,846	\$ 3,584	\$ 1,262		\$ 7,269	\$ 6,528	\$ 6,327	\$ 741
Merchandise	\$ 4,846	\$ 3,584	\$ 1,262	67%	\$ 7,269	\$ 6,528	\$ 6,327	\$ 741
Gross Margin	\$ 101,920	\$ 107,361	\$ (5,441)		\$ 181,118	\$ 193,945	\$ 190,620	\$ (12,827)
Total Payroll	\$ 63,389	\$ 61,496	\$ 1,893		\$ 129,284	\$ 123,984	\$ 105,058	\$ 5,300
Total Operating Expenses	\$ 40,161	\$ 50,053	\$ (9,892)		\$ 92,251	\$ 98,942	\$ 91,334	\$ (6,691)
EBITDA	\$ (1,630)	\$ (4,188)	\$ 2,558		\$ (40,416)	\$ (28,981)	\$ (5,773)	\$ (11,435)
Other Expenses	\$ 6,159	\$ 6,159	\$ -		\$ 12,316	\$ 12,317	\$ 12,078	\$ (1)
Management Fee	\$ 6,063	\$ 6,063	\$ -		\$ 12,125	\$ 12,126	\$ 11,887	\$ (1)
Interest Expense	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
Depreciation	\$ 96	\$ 96	\$ -		\$ 191	\$ 191	\$ 191	\$ -
Net Cash From Ops	\$ (7,789)	\$ (10,347)	\$ 2,558		\$ (52,732)	\$ (41,298)	\$ (17,851)	\$ (11,434)
Rounds								
Total Rounds	3,641	3,498	143		6,827	6,858	7,043	(31)
Paid Rounds	3,106	2,930	176		5,685	5,718	5,812	(33)
Avg. GF/CF Total rounds	\$25.48	\$28.36	\$ (2.89)		\$24.20	\$26.01	\$24.83	\$ (1.81)
Avg. GF/CF Paid rounds	\$29.86	\$33.86	\$ (4.00)		\$29.06	\$31.19	\$30.09	\$ (2.13)
Avg. Merchandise/round	\$2.25	\$1.78	\$ 0.47		\$1.87	\$1.65	\$1.60	\$ 0.22

Overview:

- Overall golf revenues for November finished slightly lower than the projected budget for the month. The range revenues were higher than budgeted & Pro Shop revenues were higher to the budget as well.
- Total payroll for the month was higher to the projected budgeted amount.
- Our operating expenses finished lower than the budgeted amount due to the timing of invoices.
- The month of November is the second month in our fiscal year 2019-2020. Year to Date revenues are slightly lower than projected with retail sales being higher at this time. The payroll expenses are slightly higher and operating expenses are currently lower than projected.

R&R Projects:

- There were no projects for the month of November 2019.

Tee Sheet Activity:

- There were 3641 total rounds for the month which included 3106 paid rounds, 315 Annual with Cypress Pass member rounds and 220 other rounds. The round type for the month included 2,725 eighteen hole rounds and 812 nine hole rounds.
- The Golf staff continues to monitor daily tee sheet activity and they are trained to recognize underutilization of the tee sheet and offer promotional prices through the website to increase the number of potential players.

November 2019 and YTD rounds mix:

Type	Actual	Budget	Month- P.Y.	Y.T.D	P.Y-Y.T.D
Paid	3106	2930	3017	5685	5812
Annual	315	400	392	686	816
Other rounds	220	168	229	456	415
Total Rounds	3641	3498	3638	6827	7043

Departmental Summaries:**Course & Grounds/Range**

- We continue to evaluate all areas of the maintenance department and are following the agronomic program. Expenses for the month were lower than projected due to the timing of invoices.
- Our superintendent has left his position unexpectedly and we are currently interviewing for a replacement.
- Another priority has been to evaluate the current irrigation system which has been troublesome due to the age of the system. We have seen an increase in repair costs related to joint connections, sprinkler heads and satellite control boxes.

Golf Shop/Carts

- New merchandise continues to arrive and is regularly updated to enhance the professional nature of the golf shop and help promote merchandise sales. Vendors include Antigua, Cutter & Buck, Footjoy, Titleist, Callaway, Bridgestone, Nancy Lopez, Ahead merchandise and St Andrews products. There was \$1,142.00 in gift card sales purchased for the month with \$8,203.00 in pro-shop sales.
- We continue to follow all regular maintenance procedures regarding the cart fleet which includes registering monthly totals for battery amperage and mileage as well as proper watering of all batteries to protect all warranties associated with the fleet. In addition to the monthly process our carts are inspected daily for any damage which may have occurred during normal play. We continue to be committed to providing quality carts for the enjoyment of all our players.
- The staff at Cypress Head Golf Course continues to offer lesson packages for beginners as well as advanced players. We are participating in a KemperSports initiative for Player development. This program includes complimentary lessons, junior programs, Golf get Ready programs and complimentary golf and range for all juniors.
- The MGA and the WGA are continuing their league play. We also host a weekly Homeowner's Nine & Dine event where the players enjoy nine holes of golf and return to the clubhouse for their dinner and cocktails.

Marketing and Sales:

- We are continuing our involvement with Daytona CVB, Golf Pac, and Tee-Times USA along with other National wholesaler and Golf Now to maximize utilization of our tee sheet.
- We continue to maintain our database of emails with approximately 10,500 unique e-mail addresses. The golf staff continues to register player profiles including residency, phone numbers and proper classifications of all players. This process will allow us an opportunity to offer promotions to our database to experience all that Cypress Head has to offer.
- We continue to increase the visibility of Cypress Head Golf Course on the various social media platforms such as Facebook, twitter and Instagram.

Course Summary

Report run: 12/19/2019 9:11 AM MST

Data current as of: 12/19/2019 9:10 AM MST

Key: Poor Acceptable Excellent

REPORT CRITERIA

Date of Survey	11/1/19 - 11/30/19
Course	Cypress Head Golf Club

	NPS	Overall Rating	Service Rating	Course Rating	Recommend Rating	# of Surveys
Goal Index	70.0 70.0					
Totals	75.0	9.1	9.5	8.4	9.3	28
Cypress Head Golf Club	75.0	9.1	9.5	8.4	9.3	28

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- Course summary report for November showed an overall rating for the golf course of 9.1 with a course rating of 8.4 and our service rating is at 9.5.
- We continue to assist all players by helping them to enjoy their experience here at Cypress Head. There were some reviews that had constructive ideas to help us improve in some areas which we will evaluate as a team. The comments returned by the players in this avenue are useful tools in helping our maintenance and golf staff team improve. We also review all negative comments and they are discussed by our team and if required we will contact the individual to help us better understand their concerns. Players also have access to a suggestion box which is located at the clubhouse near the Men's and Ladies bulletin boards.

Corporate Support:

- Kemper Sports Center for Excellence – Ongoing resource. We have been participating in monthly webinars designed to share best practices used at Kemper properties throughout the country.

Insights:

- Our entire team is dedicated to serving the needs of our community and continues in providing the best in class service for all of our guests throughout the season.
- The Cypress Pass is available for the 2020 season.
- We will also be promoting a Black Friday/Cyber Monday sales event as well as a 12 Days of Christmas sale program to help increase retail sales.
- Due to the success of the junior program, we have introduced a weekly junior clinic on Saturday mornings. We will be continuing to offer complimentary junior rounds with paid adult on Saturdays and Sundays throughout the upcoming year.

Respectfully Submitted,

Bob Duquette, PGA

General Manager
The Golf Club at Cypress Head

Matt Lindley

Regional Operating Executive
KemperSports Management

**The Golf Club at Cypress Head
Course Cash Flow Report
October 31, 2019**

	<u>October</u>	<u>YTD</u>
EBITDA	(\$44,785.86)	(\$44,785.86)
Management Fee Expense	(6,062.53)	(6,062.53)
Depreciation & Amortization	<u>(95.53)</u>	<u>(95.53)</u>
Net Income	(50,943.92)	(50,943.92)
Working Capital Changes		
Inventory	(2,629.58)	(2,629.58)
Receivables	57,839.93	57,839.93
Payables	(32,163.60)	(32,163.60)
Due to from the City	(1,013.36)	(1,013.36)
Prepays	(7,603.51)	(7,603.51)
Accrued Liabilities	3,638.51	3,638.51
Other Liabilities	(28,829.49)	(28,829.49)
Depreciation & Amortization	<u>95.53</u>	<u>95.53</u>
Operating Cash Flow	(61,609.49)	(61,609.49)
Investing Cash Flows	<u> </u>	<u> </u>
Financing Cash Flow	<u> </u>	<u> </u>
Net Cash Flows	<u>(61,609.49)</u>	<u>(61,609.49)</u>
Beginning Cash	166,860.71	166,860.71
Net Cash Flows	<u>(61,609.49)</u>	<u>(61,609.49)</u>
Ending Cash	<u>105,251.22</u>	<u>105,251.22</u>

The Golf Club at Cypress Head
Comparative Income Statement
For the Month Ending October 31, 2019

	MTD Prior Year	YTD Prior Year	Audited Prior Year	Percent of Total	MTD Actual	YTD Actual	Annual Budget	Percent of Total
REVENUES								
Green Fees & Cart Fees	82,196	82,196	1,093,390	8%	72,432	72,432	0	
Merchandise	4,595	4,595	66,908	7%	3,876	3,876	0	
Other Pro Shop	465	465	17,074	3%	698	698	0	
Range	2,412	2,412	33,793	7%	2,118	2,118	0	
Other Operating Revenues	2,790	2,790	35,393	8%	2,499	2,499	0	
Other G&A Income	472	472	1,221	39%	0	0	0	
TOTAL REVENUE	92,930	92,930	1,247,778	7%	81,622	81,622	0	
COST OF SALES								
Merchandise	2,820	2,820	41,007	7%	2,423	2,423	0	
TOTAL COGS	2,820	2,820	41,007	7%	2,423	2,423	0	
COGS - Merchandise %	61.4%	61.4%	61.3%	100.2%	62.5%	62.5%		
PAYROLL								
Course and Grounds	24,565	24,565	306,708	8%	34,433	34,433	0	
Carts, Range, Starters, Etc.	7,391	7,391	90,168	8%	7,081	7,081	0	
Pro Shop	4,285	4,285	58,139	7%	5,234	5,234	0	
General and Administrative	12,155	12,155	147,486	8%	14,907	14,907	0	
Marketing	4,045	4,045	52,772	8%	4,239	4,239	0	
TOTAL PAYROLL	52,440	52,440	655,273	8%	65,894	65,894	0	
OPERATING EXPENSES								
Course and Grounds	18,949	18,949	234,621	8%	22,181	22,181	0	
Carts, Range, Starters, Etc.	7,600	7,600	91,634	8%	8,836	8,836	0	
Pro Shop	363	363	7,514	5%	919	919	0	
General and Administrative	15,636	15,636	209,641	7%	23,344	23,344	0	
Marketing	2,132	2,132	17,847	12%	2,810	2,810	0	
TOTAL OPERATING EXPENSES	44,679	44,679	561,257	8%	58,091	58,091	0	
TOTAL EXPENSES	99,939	99,939	1,257,537	8%	126,408	126,408	0	
OTHER INCOME (EXPENSE)								
MANAGEMENT FEES	(5,944)	(5,944)	(71,324)	8%	(6,063)	(6,063)	0	
Depreciation & Amortization	(96)	(96)	(1,146)	8%	(96)	(96)	0	
TOTAL OTHER INCOME (EXPENSE)	(6,039)	(6,039)	(72,470)	8%	(6,158)	(6,158)	0	
NET INCOME	(13,049)	(13,049)	(82,229)	16%	(50,944)	(50,944)	0	
Paid Rounds	2,795	2,795			2,579	2,579	0	
Annual Pass Rounds	424	424			371	371	0	
Other Rounds	186	186			236	236	0	
Total Rounds	3,405	3,405			3,186	3,186	0	
Revenue/Paid Rounds	33	33			32	32	0	
Revenue/Total Rounds	27	27			26	26	0	

The Golf Club at Cypress Head
For the Month Ending October 31, 2019

	<u>10/31/19</u>	<u>09/30/19</u>	<u>10/31/18</u>
ASSETS			
CURRENT ASSETS:			
Cash			
Cash - Depository	69,784	108,108	148,235
Cash - Payroll	34,118	57,403	30,876
Cash - Manual Checks	850	850	850
Cash - Housebank & Other	500	500	500
Total Cash	<u>105,251</u>	<u>166,861</u>	<u>180,461</u>
Accounts Receivable			
A/R Member	6,130	63,969	4,210
Total Accounts Recievable	<u>6,130</u>	<u>63,969</u>	<u>4,210</u>
Other Current Assets			
Inventory - Merchandise	20,169	17,540	18,539
Prepaid Insurance	17,729	22,367	16,280
Prepaid Exp - Other	31,341	19,099	10,707
Total Other Current Assets	<u>69,239</u>	<u>59,006</u>	<u>45,527</u>
TOTAL CURRENT ASSETS	<u>180,619</u>	<u>289,836</u>	<u>230,198</u>
PROPERTY, PLANT AND EQUIPMENT:			
Buildings & Improvements	30,598	30,598	30,598
Machinery & Equipment	5,550	5,550	5,550
Property Plant and Equipment	36,148	36,148	36,148
Accumulated Depreciation	<u>(27,771)</u>	<u>(27,676)</u>	<u>(26,625)</u>
TOTAL PROPERTY, PLANT AND EQUIPMENT	<u>8,377</u>	<u>8,472</u>	<u>9,523</u>
TOTAL ASSETS	<u><u>188,996</u></u>	<u><u>298,308</u></u>	<u><u>239,721</u></u>

The Golf Club at Cypress Head
For the Month Ending October 31, 2019

	<u>10/31/19</u>	<u>09/30/19</u>	<u>10/31/18</u>
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accts Pay - Trade	51,330	83,494	26,064
Accts Pay - Other	65,831	66,845	22,965
Accrued Expenses	(13)	1,322	2,800
Accrued Payroll	40,010	34,325	34,460
Accrued Taxes	3,350	4,061	2,171
Deferred Revenue	190,102	218,932	192,752
TOTAL CURRENT LIABILITIES	<u>350,611</u>	<u>408,979</u>	<u>281,212</u>
 TOTAL LIABILITIES	 <u>350,611</u>	 <u>408,979</u>	 <u>281,212</u>
 STOCKHOLDER'S EQUITY			
Retained Earnings	<u>(161,615)</u>	<u>(110,671)</u>	<u>(41,491)</u>
Net Retained Earnings	<u>(161,615)</u>	<u>(110,671)</u>	<u>(41,491)</u>
Stockholders Equity	<u>(161,615)</u>	<u>(110,671)</u>	<u>(41,491)</u>
TOTAL STOCKHOLDER'S EQUITY	<u>(161,615)</u>	<u>(110,671)</u>	<u>(41,491)</u>
 TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	 <u><u>188,996</u></u>	 <u><u>298,308</u></u>	 <u><u>239,721</u></u>

[illegible]

The Golf Club at Cypress Head
Summary of All Units
For the Month Ending October 31, 2019

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
43,239	43,074	100%	49,996	86%	Green Fees	43,239	43,074	100%	49,996	86%	703,655	659,068
29,193	35,588	82%	32,201	91%	Cart Fee	29,193	35,588	82%	32,201	91%	477,197	424,557
20	20	100%	30	67%	Handicap Fee	20	20	100%	30	67%	4,360	4,398
478	200	239%	155	308%	Lessons	478	200	239%	155	308%	5,650	9,739
200	280	71%	280	71%	Rental Clubs	200	280	71%	280	71%	3,280	3,170
3,876	4,600	84%	4,595	84%	Retail	3,876	4,600	84%	4,595	84%	68,150	66,189
2,118	2,600	81%	2,412	88%	Range	2,118	2,600	81%	2,412	88%	40,400	33,499
2,499	2,690	93%	2,790	90%	City Surcharge R & R	2,499	2,690	93%	2,790	90%	37,149	35,102
0	475	0%	472	0%	Miscellaneous G&A	0	475	0%	472	0%	475	749
81,622	89,527	91%	92,930	88%	Total Revenues	81,622	89,527	91%	92,930	88%	1,340,317	1,236,470
COST OF GOODS SOLD												
2,423	2,944	82%	2,820	86%	COGS - Merchandise	2,423	2,944	82%	2,820	86%	43,616	40,610
2,423	2,944	82%	2,820	86%	Total COGS	2,423	2,944	82%	2,820	86%	43,616	40,610
79,199	86,583	91%	90,110	88%	GROSS MARGIN	79,199	86,583	91%	90,110	88%	1,296,701	1,195,860
62.52%	64.00%	97.69%	61.38%	101.86%	COGS - Merchandise %	62.52%	64.00%	97.69%	61.38%	101.86%	64.00%	716.16%
PAYROLL												
24,953	24,411	102%	18,722	133%	Gross Payroll - Salaried	24,953	24,411	102%	18,722	133%	293,536	249,394
26,842	27,774	97%	24,922	108%	Gross Payroll - Hourly	26,842	27,774	97%	24,922	108%	334,824	302,321
51,795	52,185	99%	43,644	119%	S/T Wages	51,795	52,185	99%	43,644	119%	628,360	551,715
3,687	3,992	92%	3,125	118%	Payroll Tax - FICA	3,687	3,992	92%	3,125	118%	48,069	39,631
122	153	80%	98	125%	Payroll Tax - UC	122	153	80%	98	125%	3,811	2,695
1,287	898	143%	672	192%	Payroll Tax - WC	1,287	898	143%	672	192%	11,125	10,021
9,003	5,260	171%	4,900	184%	Benefits	9,003	5,260	171%	4,900	184%	64,380	64,665
14,099	10,303	137%	8,796	160%	S/T Adders	14,099	10,303	137%	8,796	160%	127,385	117,012
65,894	62,487	105%	52,440	126%	TOTAL PAYROLL	65,894	62,487	105%	52,440	126%	755,745	668,727
OPERATING EXPENSES												
180	100	180%	49	371%	Cart Supplies	180	100	180%	49	371%	1,600	1,296
0	296	0%	296	0%	Chemicals	0	296	0%	296	0%	2,264	2,512
359	320	112%	320	112%	Course Accessories	359	320	112%	320	112%	2,640	2,514
3,296	3,500	94%	3,000	110%	Fertilizer	3,296	3,500	94%	3,000	110%	32,100	36,410
0	0	0%	0	0%	Flowers/Decor	0	0	0%	0	0%	1,000	0
1,325	1,900	70%	1,968	67%	Fuel	1,325	1,900	70%	1,968	67%	13,350	10,927
820	750	109%	0	0%	Fungicides	820	750	109%	0	0%	3,300	5,548
1,860	950	196%	952	195%	Herbicides	1,860	950	196%	952	195%	19,400	18,247
358	250	143%	244	147%	Insecticides	358	250	143%	244	147%	15,550	10,733
0	500	0%	418	0%	Janitorial Supplies	0	500	0%	418	0%	6,040	5,612
542	0	0%	0	0%	Laundry/Uniforms	542	0	0%	0	0%	1,600	1,368
612	400	153%	557	110%	Office Supplies	612	400	153%	557	110%	4,250	4,196
1,325	1,400	95%	1,325	100%	Range Balls	1,325	1,400	95%	1,325	100%	2,800	2,650
0	0	0%	0	0%	Range Equipment	0	0	0%	0	0%	1,600	2,422
0	0	0%	0	0%	Sand/Topdress	0	0	0%	0	0%	13,200	12,392
3,941	4,000	99%	2,916	135%	Seeds/Trees	3,941	4,000	99%	2,916	135%	12,150	14,045
249	250	100%	0	0%	Small Tools	249	250	100%	0	0%	1,300	702
0	400	0%	0	0%	Staff/Volunteer Uniforms	0	400	0%	0	0%	950	0
0	0	0%	0	0%	Supplies	0	0	0%	0	0%	1,000	1,538
327	50	654%	363	90%	Tournament Expense	327	50	654%	363	90%	600	800
448	250	179%	616	73%	Alarm System	448	250	179%	616	73%	3,000	4,255
0	0	0%	0	0%	Cart Repairs	0	0	0%	0	0%	600	248
54	250	21%	0	0%	Computer Service	54	250	21%	0	0%	6,500	707
812	825	98%	812	100%	Contract Cleaning	812	825	98%	812	100%	9,900	9,744
0	0	0%	0	0%	Guest Relations	0	0	0%	0	0%	0	135
0	0	0%	0	0%	Handicap Expense	0	0	0%	0	0%	4,375	4,323
141	300	47%	26	543%	Irrigation	141	300	47%	26	543%	7,900	7,020
0	0	0%	0	0%	Lesson Expense	0	0	0%	0	0%	150	49
2,170	1,700	128%	1,241	175%	Repair & Maint - Equipment	2,170	1,700	128%	1,241	175%	20,700	19,772
681	450	151%	19	3592%	Repair & Maint - Building	681	450	151%	19	3592%	5,350	7,542
6,445	6,225	104%	5,356	120%	Cart Lease	6,445	6,225	104%	5,356	120%	74,694	74,934
4,638	5,356	87%	6,225	75%	Equipment Lease	4,638	5,356	87%	6,225	75%	64,268	63,530
176	188	94%	176	100%	Off-Site Storage	176	188	94%	176	100%	2,256	2,112
1,114	1,160	96%	1,110	100%	Utilities - Electric	1,114	1,160	96%	1,110	100%	13,890	13,968
4,022	3,400	118%	3,528	114%	Utilities - Other	4,022	3,400	118%	3,528	114%	41,800	42,748
318	290	110%	285	112%	Utilities - Telephone/Fax	318	290	110%	285	112%	4,080	3,332
189	250	75%	204	92%	Utilities - Water	189	250	75%	204	92%	3,000	2,586
2,810	2,100	134%	2,132	132%	Advertising & Promotion	2,810	2,100	134%	2,132	132%	23,150	18,386
545	300	182%	2,170	25%	Bank Charges	545	300	182%	2,170	25%	3,600	3,858
435	0	0%	(177)	-246%	Cash Short/(Over)	435	0	0%	(177)	-246%	0	(56)
300	250	120%	150	200%	Cell Phone	300	250	120%	150	200%	3,000	2,450
2,499	2,690	93%	2,790	90%	City Surcharge R & R	2,499	2,690	93%	2,790	90%	37,149	35,102

The Golf Club at Cypress Head
Summary of All Units
For the Month Ending October 31, 2019

MTD	MTD	% of	MTD	% of		YTD	YTD	% of	YTD	% of	Annual	
Actual	Budget	Budget	Prior Year	PY		Actual	Budget	Budget	Prior Year	PY	Budget	
2,712	2,100	129%	217	1252%	Credit Card Discounts	2,712	2,100	129%	217	1252%	28,100	25,265
0	0	0%	(50)	0%	Donations	0	0	0%	(50)	0%	0	487
150	0	0%	0	0%	Dues & Subscriptions	150	0	0%	0	0%	1,060	1,064
1,000	0	0%	0	0%	Education & Training	1,000	0	0%	0	0%	0	1,710
0	120	0%	0	0%	Employee Relations	0	120	0%	0	0%	1,815	(1,104)
58	30	193%	0	0%	Employee Testing	58	30	193%	0	0%	360	652
4,639	4,450	104%	4,320	107%	Insurance Expense	4,639	4,450	104%	4,320	107%	53,700	53,232
0	40	0%	0	0%	Member Relations	0	40	0%	0	0%	2,320	739
109	0	0%	0	0%	Messenger Service - Fedex	109	0	0%	0	0%	0	182
0	0	0%	20	0%	Miscellaneous	0	0	0%	20	0%	0	0
6,000	0	0%	0	0%	O/S - Accounting	6,000	0	0%	0	0%	9,900	15,690
0	0	0%	0	0%	O/S - Other	0	0	0%	0	0%	10,150	11,737
350	400	88%	378	93%	Payroll Processing Fee	350	400	88%	378	93%	6,100	5,428
52	150	34%	157	33%	Postage/Shipping	52	150	34%	157	33%	1,475	1,411
(30)	0	0%	(30)	100%	Tax/Licenses/Fees	(30)	0	0%	(30)	100%	0	(275)
37	50	74%	54	69%	Travel - Meals	37	50	74%	54	69%	2,600	2,799
23	500	5%	543	4%	Travel - Other	23	500	5%	543	4%	8,010	4,993
58,091	48,889	119%	44,679	130%	TOTAL OPERATING EXPENSES	58,091	48,889	119%	44,679	130%	591,646	574,668
(44,786)	(24,793)	181%	(7,009)	639%	EBITDA	(44,786)	(24,793)	181%	(7,009)	639%	(50,690)	(47,535)
6,063	6,063	100%	5,944	102%	Management Fee	6,063	6,063	100%	5,944	102%	72,756	71,443
6,063	6,063	100%	5,944	102%	Management Fees	6,063	6,063	100%	5,944	102%	72,756	71,443
23	23	100%	23	100%	Deprec - Mach & Equip	23	23	100%	23	100%	277	277
72	72	100%	72	100%	Deprec - Buildings	72	72	100%	72	100%	869	869
96	96	100%	96	100%	S/T DEPR. & AMORT	96	96	100%	96	100%	1,146	1,146
(50,944)	(30,952)	165%	(13,049)	390%	NET INCOME	(50,944)	(30,952)	165%	(13,049)	390%	(124,593)	(120,124)

The Golf Club at Cypress Head
Course & Grounds
For the Month Ending October 31, 2019

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
43,239	43,074	100%	49,996	86%	Green Fees	43,239	43,074	100%	49,996	86%	703,655	659,068
2,499	2,690	93%	2,790	90%	City Surcharge R & R	2,499	2,690	93%	2,790	90%	37,149	35,102
45,738	45,764	100%	52,786	87%	Total Revenues	45,738	45,764	100%	52,786	87%	740,804	694,170
45,738	45,764	100%	52,786	87%	GROSS MARGIN	45,738	45,764	100%	52,786	87%	740,804	694,170
PAYROLL												
11,468	10,916	105%	7,239	158%	Gross Payroll - Salaried	11,468	10,916	105%	7,239	158%	130,992	100,138
15,050	16,446	92%	13,342	113%	Gross Payroll - Hourly	15,050	16,446	92%	13,342	113%	193,638	158,744
26,518	27,362	97%	20,581	129%	S/T Wages	26,518	27,362	97%	20,581	129%	324,630	258,882
1,851	2,093	88%	1,442	128%	Payroll Tax - FICA	1,851	2,093	88%	1,442	128%	24,834	18,143
42	40	103%	14	293%	Payroll Tax - UC	42	40	103%	14	293%	1,767	1,147
641	471	136%	302	212%	Payroll Tax - WC	641	471	136%	302	212%	5,747	4,638
5,380	2,560	210%	2,225	242%	Benefits	5,380	2,560	210%	2,225	242%	31,354	33,766
7,915	5,164	153%	3,984	199%	S/T Adders	7,915	5,164	153%	3,984	199%	63,702	57,694
34,433	32,526	106%	24,565	140%	TOTAL PAYROLL	34,433	32,526	106%	24,565	140%	388,332	316,576
OPERATING EXPENSES												
0	296	0%	296	0%	Chemicals	0	296	0%	296	0%	2,264	2,512
359	320	112%	320	112%	Course Accessories	359	320	112%	320	112%	2,640	2,514
3,296	3,500	94%	3,000	110%	Fertilizer	3,296	3,500	94%	3,000	110%	32,100	36,410
0	0	0%	0	0%	Flowers/Decor	0	0	0%	0	0%	1,000	0
1,325	1,900	70%	1,968	67%	Fuel	1,325	1,900	70%	1,968	67%	13,350	10,927
820	750	109%	0	0%	Fungicides	820	750	109%	0	0%	3,300	5,548
1,860	950	196%	952	195%	Herbicides	1,860	950	196%	952	195%	19,400	18,247
358	250	143%	244	147%	Insecticides	358	250	143%	244	147%	15,550	10,733
0	0	0%	0	0%	Sand/Topdress	0	0	0%	0	0%	13,200	12,392
3,941	4,000	99%	2,916	135%	Seeds/Trees	3,941	4,000	99%	2,916	135%	12,150	14,045
249	250	100%	0	0%	Small Tools	249	250	100%	0	0%	1,300	702
0	400	0%	0	0%	Staff/Volunteer Uniforms	0	400	0%	0	0%	950	0
141	300	47%	26	543%	Irrigation	141	300	47%	26	543%	7,900	7,020
2,170	1,500	145%	1,042	208%	Repair & Maint - Equipment	2,170	1,500	145%	1,042	208%	18,000	16,472
129	100	129%	0	0%	Repair & Maint - Building	129	100	129%	0	0%	1,200	135
4,638	5,356	87%	6,225	75%	Equipment Lease	4,638	5,356	87%	6,225	75%	64,268	58,175
228	260	88%	260	88%	Utilities - Electric	228	260	88%	260	88%	2,790	2,665
2,239	1,400	160%	1,358	165%	Utilities - Other	2,239	1,400	160%	1,358	165%	17,200	19,269
168	140	120%	138	122%	Utilities - Telephone/Fax	168	140	120%	138	122%	1,680	1,212
189	250	75%	204	92%	Utilities - Water	189	250	75%	204	92%	3,000	2,586
0	0	0%	0	0%	Education & Training	0	0	0%	0	0%	0	710
0	20	0%	0	0%	Employee Relations	0	20	0%	0	0%	240	80
58	30	193%	0	0%	Employee Testing	58	30	193%	0	0%	360	652
0	0	0%	0	0%	O/S - Other	0	0	0%	0	0%	10,150	11,737
13	0	0%	0	0%	Travel - Other	13	0	0%	0	0%	470	1,109
22,181	21,972	101%	18,949	117%	TOTAL OPERATING EXPENSES	22,181	21,972	101%	18,949	117%	244,462	237,853
(10,876)	(8,734)	125%	9,272	-117%	EBITDA	(10,876)	(8,734)	125%	9,272	-117%	108,010	139,740
(10,876)	(8,734)	125%	9,272	-117%	NET INCOME	(10,876)	(8,734)	125%	9,272	-117%	108,010	139,740

The Golf Club at Cypress Head
Carts
For the Month Ending October 31, 2019

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
29,193	35,588	82%	32,201	91%	REVENUES	29,193	35,588	82%	32,201	91%	477,197	424,557
29,193	35,588	82%	32,201	91%	Cart Fee	29,193	35,588	82%	32,201	91%	477,197	424,557
29,193	35,588	82%	32,201	91%	Total Revenues	29,193	35,588	82%	32,201	91%	477,197	424,557
					GROSS MARGIN							
6,345	6,049	105%	6,689	95%	PAYROLL	6,345	6,049	105%	6,689	95%	79,032	80,898
6,345	6,049	105%	6,689	95%	Gross Payroll - Hourly	6,345	6,049	105%	6,689	95%	79,032	80,898
					S/T Wages							
498	463	108%	534	93%	Payroll Tax - FICA	498	463	108%	534	93%	6,046	6,479
54	65	84%	68	80%	Payroll Tax - UC	54	65	84%	68	80%	940	901
161	104	155%	101	160%	Payroll Tax - WC	161	104	155%	101	160%	1,400	1,479
22	7	336%	0	0%	Benefits	22	7	336%	0	0%	80	101
736	638	115%	702	105%	S/T Adders	736	638	115%	702	105%	8,465	8,960
7,081	6,687	106%	7,391	96%	TOTAL PAYROLL	7,081	6,687	106%	7,391	96%	87,497	89,858
					OPERATING EXPENSES							
180	100	180%	49	371%	Cart Supplies	180	100	180%	49	371%	1,600	1,296
0	0	0%	0	0%	Supplies	0	0	0%	0	0%	0	17
0	0	0%	0	0%	Cart Repairs	0	0	0%	0	0%	600	248
6,445	6,225	104%	5,356	120%	Cart Lease	6,445	6,225	104%	5,356	120%	74,694	74,934
886	900	98%	850	104%	Utilities - Electric	886	900	98%	850	104%	11,100	11,303
7,511	7,225	104%	6,254	120%	TOTAL OPERATING EXPENSES	7,511	7,225	104%	6,254	120%	87,994	87,798
14,601	21,677	67%	18,556	79%	EBITDA	14,601	21,677	67%	18,556	79%	301,706	246,901
14,601	21,677	67%	18,556	79%	NET INCOME	14,601	21,677	67%	18,556	79%	301,706	246,901

The Golf Club at Cypress Head
Range
For the Month Ending October 31, 2019

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
2,118	2,600	81%	2,412	88%	Range	2,118	2,600	81%	2,412	88%	40,400	33,499
2,118	2,600	81%	2,412	88%	Total Revenues	2,118	2,600	81%	2,412	88%	40,400	33,499
2,118	2,600	81%	2,412	88%	GROSS MARGIN	2,118	2,600	81%	2,412	88%	40,400	33,499
					OPERATING EXPENSES							
1,325	1,400	95%	1,325	100%	Range Balls	1,325	1,400	95%	1,325	100%	2,800	2,650
0	0	0%	0	0%	Range Equipment	0	0	0%	0	0%	1,600	2,422
0	100	0%	21	0%	Repair & Maint - Equipment	0	100	0%	21	0%	400	0
1,325	1,500	88%	1,346	98%	TOTAL OPERATING EXPENSES	1,325	1,500	88%	1,346	98%	4,800	5,072
793	1,100	72%	1,066	74%	EBITDA	793	1,100	72%	1,066	74%	35,600	28,427
793	1,100	72%	1,066	74%	NET INCOME	793	1,100	72%	1,066	74%	35,600	28,427

The Golf Club at Cypress Head
Golf Shop
For the Month Ending October 31, 2019

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
20	20	100%	30	67%	Handicap Fee	20	20	100%	30	67%	4,360	4,398
478	200	239%	155	308%	Lessons	478	200	239%	155	308%	5,650	9,739
200	280	71%	280	71%	Rental Clubs	200	280	71%	280	71%	3,280	3,170
3,876	4,600	84%	4,595	84%	Retail	3,876	4,600	84%	4,595	84%	68,150	66,189
4,574	5,100	90%	5,060	90%	Total Revenues	4,574	5,100	90%	5,060	90%	81,440	83,495
					COST OF GOODS SOLD							
2,423	2,944	82%	2,820	86%	COGS - Merchandise	2,423	2,944	82%	2,820	86%	43,616	40,610
2,423	2,944	82%	2,820	86%	Total COGS	2,423	2,944	82%	2,820	86%	43,616	40,610
2,150	2,156	100%	2,239	96%	GROSS MARGIN	2,150	2,156	100%	2,239	96%	37,824	42,885
62.52%	64.00%	97.69%	61.38%	101.86%	COGS - Merchandise %	62.52%	64.00%	97.69%	61.38%	101.86%	64.00%	716.16%
					PAYROLL							
4,743	4,216	112%	3,895	122%	Gross Payroll - Hourly	4,743	4,216	112%	3,895	122%	49,640	53,574
4,743	4,216	112%	3,895	122%	S/T Wages	4,743	4,216	112%	3,895	122%	49,640	53,574
362	323	112%	302	120%	Payroll Tax - FICA	362	323	112%	302	120%	3,797	4,196
26	38	70%	13	196%	Payroll Tax - UC	26	38	70%	13	196%	530	390
120	73	165%	75	160%	Payroll Tax - WC	120	73	165%	75	160%	879	946
(16)	0	0%	0	0%	Benefits	(16)	0	0%	0	0%	0	(16)
492	433	114%	390	126%	S/T Adders	492	433	114%	390	126%	5,206	5,515
5,234	4,649	113%	4,285	122%	TOTAL PAYROLL	5,234	4,649	113%	4,285	122%	54,846	59,089
					OPERATING EXPENSES							
89	50	178%	0	0%	Office Supplies	89	50	178%	0	0%	300	557
0	0	0%	0	0%	Supplies	0	0	0%	0	0%	1,000	1,521
327	50	654%	363	90%	Tournament Expense	327	50	654%	363	90%	600	800
0	0	0%	0	0%	Handicap Expense	0	0	0%	0	0%	4,375	4,323
0	0	0%	0	0%	Lesson Expense	0	0	0%	0	0%	150	49
504	0	0%	0	0%	Repair & Maint - Building	504	0	0%	0	0%	250	822
(1)	0	0%	0	0%	Cash Short/(Over)	(1)	0	0%	0	0%	0	(1)
919	100	919%	363	254%	TOTAL OPERATING EXPENSES	919	100	919%	363	254%	6,675	8,071
(4,003)	(2,593)	154%	(2,408)	166%	EBITDA	(4,003)	(2,593)	154%	(2,408)	166%	(23,697)	(24,274)
(4,003)	(2,593)	154%	(2,408)	166%	NET INCOME	(4,003)	(2,593)	154%	(2,408)	166%	(23,697)	(24,274)

The Golf Club at Cypress Head
G & A
For the Month Ending October 31, 2019

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
0	475	0%	472	0%	Miscellaneous G&A	0	475	0%	472	0%	475	749
0	475	0%	472	0%	Total Revenues	0	475	0%	472	0%	475	749
0	475	0%	472	0%	GROSS MARGIN	0	475	0%	472	0%	475	749
PAYROLL												
10,264	10,043	102%	8,184	125%	Gross Payroll - Salaried	10,264	10,043	102%	8,184	125%	120,520	106,108
703	1,063	66%	997	71%	Gross Payroll - Hourly	703	1,063	66%	997	71%	12,514	9,105
10,967	11,106	99%	9,181	119%	S/T Wages	10,967	11,106	99%	9,181	119%	133,034	115,214
748	850	88%	613	122%	Payroll Tax - FICA	748	850	88%	613	122%	10,177	7,757
0	7	0%	3	0%	Payroll Tax - UC	0	7	0%	3	0%	389	172
276	191	144%	143	193%	Payroll Tax - WC	276	191	144%	143	193%	2,355	2,178
2,916	2,192	133%	2,215	132%	Benefits	2,916	2,192	133%	2,215	132%	26,823	24,917
3,939	3,240	122%	2,973	132%	S/T Adders	3,939	3,240	122%	2,973	132%	39,745	35,024
14,907	14,346	104%	12,155	123%	TOTAL PAYROLL	14,907	14,346	104%	12,155	123%	172,779	150,238
OPERATING EXPENSES												
0	500	0%	418	0%	Janitorial Supplies	0	500	0%	418	0%	6,040	5,612
542	0	0%	0	0%	Laundry/Uniforms	542	0	0%	0	0%	1,600	1,368
523	350	149%	557	94%	Office Supplies	523	350	149%	557	94%	3,950	3,639
448	250	179%	616	73%	Alarm System	448	250	179%	616	73%	3,000	4,255
54	250	21%	0	0%	Computer Service	54	250	21%	0	0%	6,500	707
812	825	98%	812	100%	Contract Cleaning	812	825	98%	812	100%	9,900	9,744
0	0	0%	0	0%	Guest Relations	0	0	0%	0	0%	0	135
0	100	0%	178	0%	Repair & Maint - Equipment	0	100	0%	178	0%	2,300	1,300
48	350	14%	19	255%	Repair & Maint - Building	48	350	14%	19	255%	3,900	6,585
0	0	0%	0	0%	Equipment Lease	0	0	0%	0	0%	0	5,356
176	188	94%	176	100%	Off-Site Storage	176	188	94%	176	100%	2,256	2,112
1,783	2,000	89%	2,170	82%	Utilities - Other	1,783	2,000	89%	2,170	82%	24,600	23,479
150	150	100%	147	102%	Utilities - Telephone/Fax	150	150	100%	147	102%	2,400	2,120
545	300	182%	2,170	25%	Bank Charges	545	300	182%	2,170	25%	3,600	3,858
435	0	0%	(177)	-247%	Cash Short/(Over)	435	0	0%	(177)	-247%	0	(55)
300	250	120%	150	200%	Cell Phone	300	250	120%	150	200%	3,900	2,450
2,499	2,690	93%	2,790	90%	City Surcharge R & R	2,499	2,690	93%	2,790	90%	37,149	35,102
2,712	2,100	129%	217	1252%	Credit Card Discounts	2,712	2,100	129%	217	1252%	28,100	25,265
0	0	0%	(50)	0%	Donations	0	0	0%	(50)	0%	0	487
150	0	0%	0	0%	Dues & Subscriptions	150	0	0%	0	0%	1,060	1,064
1,000	0	0%	0	0%	Education & Training	1,000	0	0%	0	0%	0	1,000
0	100	0%	0	0%	Employee Relations	0	100	0%	0	0%	1,575	(1,184)
4,639	4,450	104%	4,320	107%	Insurance Expense	4,639	4,450	104%	4,320	107%	53,700	53,232
0	40	0%	0	0%	Member Relations	0	40	0%	0	0%	2,320	739
109	0	0%	0	0%	Messenger Service - Fedex	109	0	0%	0	0%	0	182
0	0	0%	20	0%	Miscellaneous	0	0	0%	20	0%	0	0
6,000	0	0%	0	0%	O/S - Accounting	6,000	0	0%	0	0%	9,900	15,690
350	400	88%	378	93%	Payroll Processing Fee	350	400	88%	378	93%	6,100	5,428
52	150	34%	157	33%	Postage/Shipping	52	150	34%	157	33%	1,475	1,411
(30)	0	0%	(30)	100%	Tax/Licenses/Fees	(30)	0	0%	(30)	100%	0	(275)
37	50	74%	54	69%	Travel - Meals	37	50	74%	54	69%	2,600	2,799
11	500	2%	543	2%	Travel - Other	11	500	2%	543	2%	7,400	3,745
23,344	15,993	146%	15,636	149%	TOTAL OPERATING EXPENSES	23,344	15,993	146%	15,636	149%	224,425	217,349
(38,251)	(29,864)	128%	(27,319)	140%	EBITDA	(38,251)	(29,864)	128%	(27,319)	140%	(396,729)	(366,837)
6,063	6,063	100%	5,944	102%	Management Fee	6,063	6,063	100%	5,944	102%	72,756	71,443
6,063	6,063	100%	5,944	102%	Management Fees	6,063	6,063	100%	5,944	102%	72,756	71,443
23	23	100%	23	100%	Deprec - Mach & Equip	23	23	100%	23	100%	277	277
72	72	100%	72	100%	Deprec - Buildings	72	72	100%	72	100%	869	869
96	96	100%	96	100%	S/T DEPR. & AMORT	96	96	100%	96	100%	1,146	1,146
(44,409)	(36,022)	123%	(33,358)	133%	NET INCOME	(44,409)	(36,022)	123%	(33,358)	133%	(470,631)	(439,426)

The Golf Club at Cypress Head
Marketing
For the Month Ending October 31, 2019

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					PAYROLL							
3,221	3,452	93%	3,299	98%	Gross Payroll - Salaried	3,221	3,452	93%	3,299	98%	42,024	43,147
3,221	3,452	93%	3,299	98%	S/T Wages	3,221	3,452	93%	3,299	98%	42,024	43,147
228	264	86%	234	98%	Payroll Tax - FICA	228	264	86%	234	98%	3,215	3,057
0	4	0%	0	0%	Payroll Tax - UC	0	4	0%	0	0%	186	85
89	59	149%	52	172%	Payroll Tax - WC	89	59	149%	52	172%	744	780
702	501	140%	461	152%	Benefits	702	501	140%	461	152%	6,123	5,897
1,018	828	123%	746	137%	S/T Adders	1,018	828	123%	746	137%	10,267	9,819
4,239	4,280	99%	4,045	105%	TOTAL PAYROLL	4,239	4,280	99%	4,045	105%	52,291	52,966
					OPERATING EXPENSES							
2,810	2,100	134%	2,132	132%	Advertising & Promotion	2,810	2,100	134%	2,132	132%	23,150	18,386
0	0	0%	0	0%	Travel - Other	0	0	0%	0	0%	140	138
2,810	2,100	134%	2,132	132%	TOTAL OPERATING EXPENSES	2,810	2,100	134%	2,132	132%	23,290	18,525
(7,050)	(6,380)	110%	(6,177)	114%	EBITDA	(7,050)	(6,380)	110%	(6,177)	114%	(75,581)	(71,491)
(7,050)	(6,380)	110%	(6,177)	114%	NET INCOME	(7,050)	(6,380)	110%	(6,177)	114%	(75,581)	(71,491)

The Golf Club at Cypress Head
For the Month Ending October 31, 2019

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
72,432	78,662	92%	82,196	88%	Green Fees & Cart Fees	72,432	78,662	92%	82,196	88%	1,180,853	1,083,625
3,876	4,600	84%	4,595	84%	Merchandise	3,876	4,600	84%	4,595	84%	68,150	66,189
698	500	140%	465	150%	Other Pro Shop	698	500	140%	465	150%	13,290	17,307
2,118	2,600	81%	2,412	88%	Range	2,118	2,600	81%	2,412	88%	40,400	33,499
2,499	2,690	93%	2,790	90%	Other Operating Revenues	2,499	2,690	93%	2,790	90%	37,149	35,102
0	475	0%	472	0%	Other G&A Income	0	475	0%	472	0%	475	749
81,622	89,527	91%	92,930	88%	TOTAL REVENUE	81,622	89,527	91%	92,930	88%	1,340,317	1,236,470
COST OF SALES												
2,423	2,944	82%	2,820	86%	Merchandise	2,423	2,944	82%	2,820	86%	43,616	40,610
2,423	2,944	82%	2,820	86%	TOTAL COGS	2,423	2,944	82%	2,820	86%	43,616	40,610
62.5%	64.0%	97.7%	61.4%	101.9%	COGS - Merchandise %	62.5%	64.0%	97.7%	61.4%	101.9%	64.0%	716.2%
PAYROLL												
34,433	32,526	106%	24,565	140%	Course and Grounds	34,433	32,526	106%	24,565	140%	388,332	316,576
7,081	6,687	106%	7,391	96%	Carts, Range, Starters, Etc.	7,081	6,687	106%	7,391	96%	87,497	89,858
5,234	4,649	113%	4,285	122%	Pro Shop	5,234	4,649	113%	4,285	122%	54,846	59,089
14,907	14,346	104%	12,155	123%	General and Administrative	14,907	14,346	104%	12,155	123%	172,779	150,238
4,239	4,280	99%	4,045	105%	Marketing	4,239	4,280	99%	4,045	105%	52,291	52,966
65,894	62,487	105%	52,440	126%	TOTAL PAYROLL	65,894	62,487	105%	52,440	126%	755,745	668,727
OPERATING EXPENSES												
22,181	21,972	101%	18,949	117%	Course and Grounds	22,181	21,972	101%	18,949	117%	244,462	237,853
8,836	8,725	101%	7,600	116%	Carts, Range, Starters, Etc.	8,836	8,725	101%	7,600	116%	92,794	92,870
919	100	919%	363	254%	Pro Shop	919	100	919%	363	254%	6,675	8,071
23,344	15,993	146%	15,636	149%	General and Administrative	23,344	15,993	146%	15,636	149%	224,425	217,349
2,810	2,100	134%	2,132	132%	Marketing	2,810	2,100	134%	2,132	132%	23,290	18,525
58,091	48,889	119%	44,679	130%	TOTAL OPERATING EXPENSES	58,091	48,889	119%	44,679	130%	591,646	574,668
126,408	114,321	111%	99,939	126%	TOTAL EXPENSES	126,408	114,321	111%	99,939	126%	1,391,007	1,284,005
(44,786)	(24,793)	181%	(7,009)	639%	EBITDA	(44,786)	(24,793)	181%	(7,009)	639%	(50,690)	(47,535)

The Golf Club at Cypress Head
For the Month Ending October 31, 2019

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
(44,786)	(24,793)	181%	(7,009)	639%	EBITDA	(44,786)	(24,793)	181%	(7,009)	639%	(50,690)	(47,535)
(6,063)	(6,063)	100%	(5,944)	102%	MANAGEMENT FEES	(6,063)	(6,063)	100%	(5,944)	102%	(72,756)	(71,443)
(96)	(96)	100%	(96)	100%	OTHER INCOME (EXPENSE)	(96)	(96)	100%	(96)	100%	(1,146)	(1,146)
(96)	(96)	100%	(96)	100%	Depreciation & Amortization	(96)	(96)	100%	(96)	100%	(1,146)	(1,146)
(50,944)	(30,952)	165%	(13,049)	390%	TOTAL OTHER INCOME (EXPENSE)	(50,944)	(30,952)	165%	(13,049)	390%	(124,593)	(120,124)
					NET INCOME							
2,579	2,788	93%	2,795	92%	Paid Rounds	2,579	2,788	93%	2,795	92%	38,181	36,442
371	425	87%	424	88%	Annual Pass Rounds	371	425	87%	424	88%	5,379	4,469
236	147	161%	186	127%	Other Rounds	236	147	161%	186	127%	1,970	2,784
3,186	3,360	95%	3,405	94%	Total Rounds	3,186	3,360	95%	3,405	94%	45,530	43,695
32	32	99%	33	95%	Revenue/Paid Rounds	32	32	99%	33	95%	35	403
26	27	96%	27	94%	Revenue/Total Rounds	26	27	96%	27	94%	29	335

Ranges:

From:

Date:

Account:

10/1/2019

First

To:

10/31/2019

Last

Sorted By:

Include:

Print Currency In:

Account

Posting, Unit

Functional (Z-US\$)

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	10020-5950-900	Cash - Course Depository NEW	\$108,108.02	\$121,634.17	\$159,958.49	(\$38,324.32)	\$69,783.70
	10050-5950-900	Cash - Course Payroll BMO	\$57,402.69	\$45,436.18	\$68,721.35	(\$23,285.17)	\$34,117.52
	10100-5950-900	Cash - Course Other	\$850.00	\$0.00	\$0.00	\$0.00	\$850.00
	10180-5950-900	Cash - Pro Shop Bank	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
	11160-5950-900	A/R Member	\$63,969.43	\$11,615.37	\$69,455.30	(\$57,839.93)	\$6,129.50
	12000-5950-900	Inventory - Merchandise	\$17,539.58	\$6,124.52	\$3,494.94	\$2,629.58	\$20,169.16
	13020-5950-900	Prepaid Insurance	\$22,367.35	\$0.00	\$4,638.70	(\$4,638.70)	\$17,728.65
	13040-5950-900	Prepaid Exp - Other	\$19,098.70	\$27,124.91	\$14,882.70	\$12,242.21	\$31,340.91
	20100-5950-900	Machinery & Equipment	\$5,550.40	\$0.00	\$0.00	\$0.00	\$5,550.40
	20160-5950-900	Buildings and Improvements	\$30,597.54	\$0.00	\$0.00	\$0.00	\$30,597.54
	22040-5950-900	Accum. Deprec - Mach & Equip	(\$3,884.62)	\$0.00	\$23.12	(\$23.12)	(\$3,907.74)
	22080-5950-900	Accum. Deprec - Buildings	(\$23,790.95)	\$0.00	\$72.41	(\$72.41)	(\$23,863.36)
	30000-5950-900	Accts Pay - Trade	(\$83,493.88)	\$141,800.57	\$109,636.97	\$32,163.60	(\$51,330.28)
	30040-5950-900	Accts Pay - Other	(\$66,844.68)	\$12,096.36	\$11,083.00	\$1,013.36	(\$65,831.32)
	31000-5950-900	Accrued Expenses	(\$1,322.27)	\$2,187.28	\$851.96	\$1,335.32	\$13.05
	31020-5950-900	Accrued Payroll	(\$34,325.17)	\$24,576.24	\$30,215.03	(\$5,638.79)	(\$39,963.96)
	31080-5950-900	Accrued Tips Payable	\$0.00	\$382.00	\$428.00	(\$46.00)	(\$46.00)
	31220-5950-900	Accrued Sales Tax	(\$4,061.40)	\$4,604.01	\$3,893.05	\$710.96	(\$3,350.44)
	31400-5950-900	Accrued City Surcharge	\$0.00	\$2,498.99	\$2,498.99	\$0.00	\$0.00
	32000-5950-900	Deferred Rev - Rainchecks	(\$2,865.12)	\$440.70	\$326.83	\$113.87	(\$2,751.25)
	32020-5950-900	Deferred Rev - Outing Deposits	(\$8,764.39)	\$6,994.00	\$6,381.00	\$613.00	(\$8,151.39)
	32040-5950-900	Deferred Rev - Legacy GF Passes	(\$45,225.00)	\$5,006.25	\$0.00	\$5,006.25	(\$40,218.75)
	32050-5950-900	Deferred Revenue - Cypress GF Passes	(\$28,491.00)	\$4,299.25	\$0.00	\$4,299.25	(\$24,191.75)
	32070-5950-900	Deferred Rev - Gift Cards	(\$21,068.93)	\$389.42	\$399.99	(\$10.57)	(\$21,079.50)
	32100-5950-900	Deferred Rev - Credit Books	(\$12,233.37)	\$407.16	\$949.14	(\$541.98)	(\$12,775.35)
	32120-5950-900	Deferred Rev - Trail Fee Pass	(\$98,934.00)	\$19,237.17	\$0.00	\$19,237.17	(\$79,696.83)
	32220-5950-900	Deferred Rev - Founders Pass	(\$1,350.00)	\$112.50	\$0.00	\$112.50	(\$1,237.50)
	49020-5950-900	Retained Earnings - Current	\$110,671.07	\$0.00	\$0.00	\$0.00	\$110,671.07
	50000-5950-100	Green Fees - Annual Pass	\$0.00	\$0.00	\$5,968.00	(\$5,968.00)	(\$5,968.00)
	50040-5950-100	Green Fees - Member	\$0.00	\$18.09	\$34,790.21	(\$34,772.12)	(\$34,772.12)
	50070-5950-100	Green Fees - (surcharge)	\$0.00	\$2,498.99	\$4,997.98	(\$2,498.99)	(\$2,498.99)
	50500-5950-200	Cart Fee 18	\$0.00	\$0.00	\$21,947.36	(\$21,947.36)	(\$21,947.36)
	50520-5950-200	Cart Fee - Annual Trail	\$0.00	\$0.00	\$7,245.17	(\$7,245.17)	(\$7,245.17)
	52090-5950-600	Handicap Fee	\$0.00	\$0.00	\$20.00	(\$20.00)	(\$20.00)
	52150-5950-600	Lessons	\$0.00	\$0.00	\$478.00	(\$478.00)	(\$478.00)
	52280-5950-600	Rental Clubs	\$0.00	\$0.00	\$200.00	(\$200.00)	(\$200.00)
	52310-5950-600	Retail	\$0.00	\$0.00	\$3,875.54	(\$3,875.54)	(\$3,875.54)
	53050-5950-220	Range Pass Revenue	\$0.00	\$0.00	\$2,117.82	(\$2,117.82)	(\$2,117.82)
	56120-5950-100	City Surcharge R & R	\$0.00	\$0.00	\$2,498.99	(\$2,498.99)	(\$2,498.99)
	60000-5950-600	COGS - Merchandise - Accessories	\$0.00	\$2,423.05	\$0.00	\$2,423.05	\$2,423.05
	70000-5950-100	Gross Payroll - Salaried	\$0.00	\$11,836.47	\$368.13	\$11,468.34	\$11,468.34
	70000-5950-900	Gross Payroll - Salaried	\$0.00	\$10,595.16	\$331.10	\$10,264.06	\$10,264.06
	70000-5950-950	Gross Payroll - Salaried	\$0.00	\$3,324.87	\$103.90	\$3,220.97	\$3,220.97
	70010-5950-100	Gross Payroll - Hourly	\$0.00	\$15,612.15	\$562.25	\$15,049.90	\$15,049.90
	70010-5950-200	Gross Payroll - Hourly	\$0.00	\$6,551.44	\$206.00	\$6,345.44	\$6,345.44
	70010-5950-600	Gross Payroll - Hourly	\$0.00	\$4,877.64	\$134.77	\$4,742.87	\$4,742.87
	70010-5950-900	Gross Payroll - Hourly	\$0.00	\$787.04	\$83.73	\$703.31	\$703.31
	71000-5950-100	Payroll Tax - FICA	\$0.00	\$1,922.46	\$71.17	\$1,851.29	\$1,851.29
	71000-5950-200	Payroll Tax - FICA	\$0.00	\$513.71	\$15.76	\$497.95	\$497.95
	71000-5950-600	Payroll Tax - FICA	\$0.00	\$372.42	\$10.31	\$362.11	\$362.11
	71000-5950-900	Payroll Tax - FICA	\$0.00	\$779.41	\$31.73	\$747.68	\$747.68
	71000-5950-950	Payroll Tax - FICA	\$0.00	\$236.08	\$7.95	\$228.13	\$228.13
	71010-5950-100	Payroll Tax - UC	\$0.00	\$41.69	\$0.00	\$41.69	\$41.69
	71010-5950-200	Payroll Tax - UC	\$0.00	\$54.22	\$0.00	\$54.22	\$54.22
	71010-5950-600	Payroll Tax - UC	\$0.00	\$26.27	\$0.00	\$26.27	\$26.27
	71020-5950-100	Payroll Tax - WC	\$0.00	\$641.49	\$0.00	\$641.49	\$641.49
	71020-5950-200	Payroll Tax - WC	\$0.00	\$161.29	\$0.00	\$161.29	\$161.29

TRIAL BALANCE SUMMARY FOR 2019

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	71020-5950-600	Payroll Tax - WC	\$0.00	\$119.53	\$0.00	\$119.53	\$119.53
	71020-5950-900	Payroll Tax - WC	\$0.00	\$275.94	\$0.00	\$275.94	\$275.94
	71020-5950-950	Payroll Tax - WC	\$0.00	\$88.65	\$0.00	\$88.65	\$88.65
	71030-5950-100	Benefits	\$0.00	\$8,264.63	\$2,884.51	\$5,380.12	\$5,380.12
	71030-5950-200	Benefits	\$0.00	\$48.42	\$26.35	\$22.07	\$22.07
	71030-5950-600	Benefits	\$0.00	\$79.28	\$95.58	(\$16.30)	(\$16.30)
	71030-5950-900	Benefits	\$0.00	\$4,386.64	\$1,471.12	\$2,915.52	\$2,915.52
	71030-5950-950	Benefits	\$0.00	\$1,085.92	\$384.22	\$701.70	\$701.70
	80110-5950-200	Cart Supplies	\$0.00	\$180.16	\$0.00	\$180.16	\$180.16
	80170-5950-100	Course Accessories	\$0.00	\$979.18	\$620.31	\$358.87	\$358.87
	80230-5950-100	Fertilizer	\$0.00	\$9,748.00	\$6,451.55	\$3,296.45	\$3,296.45
	80270-5950-100	Fuel	\$0.00	\$1,324.54	\$0.00	\$1,324.54	\$1,324.54
	80280-5950-100	Fungicides	\$0.00	\$819.68	\$0.00	\$819.68	\$819.68
	80320-5950-100	Herbicides	\$0.00	\$18,535.53	\$16,675.55	\$1,859.98	\$1,859.98
	80370-5950-100	Insecticides	\$0.00	\$2,908.03	\$2,550.00	\$358.03	\$358.03
	80420-5950-900	Laundry/Uniforms	\$0.00	\$542.36	\$0.00	\$542.36	\$542.36
	80520-5950-600	Office Supplies	\$0.00	\$89.14	\$0.00	\$89.14	\$89.14
	80520-5950-900	Office Supplies	\$0.00	\$522.63	\$0.00	\$522.63	\$522.63
	80610-5950-220	Range Balls	\$0.00	\$1,325.00	\$0.00	\$1,325.00	\$1,325.00
	80710-5950-100	Seeds/Trees	\$0.00	\$3,941.25	\$0.00	\$3,941.25	\$3,941.25
	80730-5950-100	Small Tools	\$0.00	\$249.32	\$0.00	\$249.32	\$249.32
	80810-5950-600	Tournament Expense	\$0.00	\$327.00	\$0.00	\$327.00	\$327.00
	81010-5950-900	Alarm System	\$0.00	\$447.90	\$0.00	\$447.90	\$447.90
	81130-5950-900	Computer Service	\$0.00	\$53.70	\$0.00	\$53.70	\$53.70
	81140-5950-900	Contract Cleaning	\$0.00	\$812.00	\$0.00	\$812.00	\$812.00
	81250-5950-100	Irrigation	\$0.00	\$140.78	\$0.00	\$140.78	\$140.78
	81350-5950-100	Repair & Maint - Equipment	\$0.00	\$2,480.28	\$309.89	\$2,170.39	\$2,170.39
	81360-5950-100	Repair & Maint - Building	\$0.00	\$129.10	\$0.00	\$129.10	\$129.10
	81360-5950-600	Repair & Maint - Building	\$0.00	\$503.95	\$0.00	\$503.95	\$503.95
	81360-5950-900	Repair & Maint - Building	\$0.00	\$48.33	\$0.00	\$48.33	\$48.33
	82000-5950-200	Cart Lease	\$0.00	\$6,445.00	\$0.42	\$6,444.58	\$6,444.58
	82020-5950-100	Equipment Lease	\$0.00	\$4,638.00	\$0.00	\$4,638.00	\$4,638.00
	82060-5950-900	Off-Site Storage	\$0.00	\$176.00	\$0.00	\$176.00	\$176.00
	83000-5950-100	Utilities - Electric	\$0.00	\$227.52	\$0.00	\$227.52	\$227.52
	83000-5950-200	Utilities - Electric	\$0.00	\$886.03	\$0.00	\$886.03	\$886.03
	83020-5950-100	Utilities - Other	\$0.00	\$2,239.47	\$0.00	\$2,239.47	\$2,239.47
	83020-5950-900	Utilities - Other	\$0.00	\$2,004.75	\$221.96	\$1,782.79	\$1,782.79
	83030-5950-100	Utilities - Telephone/Fax	\$0.00	\$168.36	\$0.00	\$168.36	\$168.36
	83030-5950-900	Utilities - Telephone/Fax	\$0.00	\$150.00	\$0.00	\$150.00	\$150.00
	83050-5950-100	Utliities - Water	\$0.00	\$188.60	\$0.00	\$188.60	\$188.60
	84040-5950-950	Adv/Promo - Mktg/Bus Dev	\$0.00	\$2,852.63	\$42.49	\$2,810.14	\$2,810.14
	85020-5950-900	Bank Charges	\$0.00	\$545.17	\$0.00	\$545.17	\$545.17
	85050-5950-600	Cash Short/(Over)	\$0.00	\$0.00	\$0.60	(\$0.60)	(\$0.60)
	85050-5950-900	Cash Short/(Over)	\$0.00	\$455.83	\$20.54	\$435.29	\$435.29
	85060-5950-900	Cell Phone	\$0.00	\$300.00	\$0.00	\$300.00	\$300.00
	85070-5950-900	City Surcharge R & R	\$0.00	\$2,498.99	\$0.00	\$2,498.99	\$2,498.99
	85120-5950-900	Credit Card Discounts	\$0.00	\$2,711.54	\$0.00	\$2,711.54	\$2,711.54
	85150-5950-900	Dues & Subscriptions	\$0.00	\$150.00	\$0.00	\$150.00	\$150.00
	85160-5950-900	Education & Training	\$0.00	\$1,000.00	\$0.00	\$1,000.00	\$1,000.00
	85200-5950-100	Employee Testing	\$0.00	\$58.00	\$0.00	\$58.00	\$58.00
	85280-5950-900	Insurance Expense	\$0.00	\$4,638.70	\$0.00	\$4,638.70	\$4,638.70
	85330-5950-900	Messenger Service - Fedex	\$0.00	\$109.13	\$0.00	\$109.13	\$109.13
	85390-5950-900	O/S - Accounting	\$0.00	\$6,000.00	\$0.00	\$6,000.00	\$6,000.00
	85480-5950-900	Payroll Processing Fee	\$0.00	\$830.12	\$480.00	\$350.12	\$350.12
	85490-5950-900	Postage/Shipping	\$0.00	\$51.72	\$0.00	\$51.72	\$51.72
	85610-5950-900	Tax/Licenses/Fees	\$0.00	\$0.00	\$30.00	(\$30.00)	(\$30.00)
	85710-5950-900	Travel - Meals	\$0.00	\$37.12	\$0.00	\$37.12	\$37.12
	85720-5950-100	Travel - Other	\$0.00	\$12.76	\$0.00	\$12.76	\$12.76
	85720-5950-900	Travel - Other	\$0.00	\$10.57	\$0.00	\$10.57	\$10.57
	90000-5950-900	Management Fee	\$0.00	\$12,125.06	\$6,062.53	\$6,062.53	\$6,062.53
	98020-5950-900	Deprec - Mach & Equip	\$0.00	\$23.12	\$0.00	\$23.12	\$23.12
	98040-5950-900	Deprec - Buildings	\$0.00	\$72.41	\$0.00	\$72.41	\$72.41
	RCMWD-5950-100	Rounds - Complimentary - Weekday	14,476.00	98.00	0.00	98.00	14,574.00

TRIAL BALANCE SUMMARY FOR 2019

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	REMWD-5950-100	Rounds - Employee - Weekday	20,273.00	138.00	0.00	138.00	20,411.00
	RMBWD-5950-100	Rounds - Member - Weekday	76,220.00	371.00	0.00	371.00	76,591.00
	RPKWD-5950-100	Rounds - Peak - Weekday	411,286.00	2,579.00	0.00	2,579.00	413,865.00
	RPKWE-5950-100	Rounds - Peak - Weekend	5,071.00	0.00	0.00	0.00	5,071.00
		<u>Accounts</u>	<u>Beginning Balance</u>	<u>Debit</u>	<u>Credit</u>	<u>Net Change</u>	<u>Ending Balance</u>
	Grand Totals:	124	\$0.00	\$612,304.46	\$612,304.46	\$0.00	\$0.00



November 20th, 2019

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

Dear Ms. Fenwick,

The following is the financial and operational summary report for October 2019 at Cypress Head Golf Club. These numbers reflect only the Golf portion for the month and year to date.

FINANCIAL SUMMARY FOR GOLF MONTH ENDING October 2019								
	Current				Year to Date			
	Actual	Budget	Variance vs. Budget		Actual	Budget	Prior Year	Variance vs. Budget
Revenue								
Green Fees	\$ 43,239	\$ 43,074	\$ 165		\$ 43,239	\$ 43,074	\$ 49,996	\$ 165
Cart Fees	\$ 29,193	\$ 35,588	\$ (6,395)		\$ 29,193	\$ 35,588	\$ 32,201	\$ (6,395)
Range	\$ 2,118	\$ 3,075	\$ (957)		\$ 2,118	\$ 3,075	\$ 2,884	\$ (957)
Pro- Shop Revenues	\$ 4,574	\$ 5,100	\$ (526)		\$ 4,574	\$ 5,100	\$ 5,060	\$ (526)
City Surcharge R/R	\$ 2,499	\$ 2,690	\$ (191)		\$ 2,499	\$ 2,690	\$ 2,790	\$ (191)
Total Revenue	\$ 81,623	\$ 89,527	\$ (7,904)		\$ 81,623	\$ 89,527	\$ 92,931	\$ (7,904)
Cost of Sales	\$ 2,423	\$ 2,944	\$ (521)		\$ 2,423	\$ 2,944	\$ 2,820	\$ (521)
Merchandise	\$ 2,423	\$ 2,944	\$ (521)	62%	\$ 2,423	\$ 2,944	\$ 2,820	\$ (521) 62%
Gross Margin	\$ 79,200	\$ 86,583	\$ (7,383)		\$ 79,200	\$ 86,583	\$ 90,111	\$ (7,383)
Total Payroll	\$ 65,894	\$ 62,487	\$ 3,407		\$ 65,894	\$ 62,487	\$ 52,440	\$ 3,407
Total Operating Expenses	\$ 58,091	\$ 48,889	\$ 9,202		\$ 58,091	\$ 48,889	\$ 44,679	\$ 9,202
EBITDA	\$ (44,786)	\$ (24,793)	\$ (19,993)		\$ (44,786)	\$ (24,793)	\$ (7,009)	\$ (19,993)
Other Expenses	\$ 6,159	\$ 6,159	\$ -		\$ 6,159	\$ 6,159	\$ 6,040	\$ -
Management Fee	\$ 6,063	\$ 6,063	\$ -		\$ 6,063	\$ 6,063	\$ 5,944	\$ -
Interest Expense	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
Depreciation	\$ 96	\$ 96	\$ -		\$ 96	\$ 96	\$ 96	\$ -
Net Cash From Ops	\$ (50,945)	\$ (30,952)	\$ (19,993)		\$ (50,945)	\$ (30,952)	\$ (13,049)	\$ (19,993)
Rounds								
Total Rounds	3,186	3,360	(174)		3,186	3,360	3,405	(174)
Paid Rounds	2,579	2,788	(209)		2,579	2,788	2,795	(209)
Avg. GF/CF Total rounds	\$22.73	\$23.41	\$ (0.68)		\$22.73	\$23.41	\$24.14	\$ (0.68)
Avg. GF/CF Paid rounds	\$28.09	\$28.21	\$ (0.13)		\$28.09	\$28.21	\$29.41	\$ (0.13)
Avg. Merchandise/round	\$1.44	\$1.52	\$ (0.08)		\$1.44	\$1.52	\$1.49	\$ (0.08)

Overview:

- Overall golf revenues for October finished lower than the projected budget for the month due to Tropical Storm Nestor which caused a closure of the course for multiple days and record rainfall resulting in cart path restricted days with reduced rounds. The range revenues were lower than budgeted & Pro Shop revenues were equal to budget.
- Total payroll for the month was higher to the projected budgeted amount.
- Our operating expenses finished higher than the budgeted amount due to purchasing of fertilizer, herbicides and fungicides required for the course.
- The month of October is the first month in our fiscal year 2019-2020 therefore all the YTD numbers are the same as the month totals.

R&R Projects:

- There were no projects for the month of October 2019.

Tee Sheet Activity:

- There were 3,186 total rounds for the month which included 2,579 paid rounds, 371 Annual with Cypress Pass member rounds and 236 other rounds. The round type for the month included 2,251 eighteen hole rounds and 815 nine hole rounds.
- The Golf staff continues to monitor daily tee sheet activity and they are trained to recognize underutilization of the tee sheet and offer promotional prices through the website to increase the number of potential players.

October 2019 and YTD rounds mix:

Type	Actual	Budget	Month- P.Y.	Y.T.D	P.Y-Y.T.D
Paid	2579	2788	2795	2579	2795
Annual	371	425	424	371	424
Other rounds	236	147	186	236	186
Total Rounds	3186	3360	3405	3186	3405

Departmental Summaries:**Course & Grounds/Range**

- The superintendent continues to evaluate all areas of the maintenance department and is following the agronomic program to increase fertilization and herbicide application to control weed growth. Expenses for the month were increased as a result of implementing the application of a pre-emergent herbicide designed to combat the weed population.
- Another priority has been to evaluate the current irrigation system which has been troublesome due to the age of the system. We have seen an increase in repair costs related to joint connections, sprinkler heads and satellite control boxes.

Golf Shop/Carts

- New merchandise continues to arrive and is regularly updated to enhance the professional nature of the golf shop and help promote merchandise sales. Vendors include Antigua, Cutter & Buck, Footjoy, Titleist, Callaway, Bridgestone, Nancy Lopez, Ahead merchandise and St Andrews products. There was \$465.00 in gift card sales purchased for the month with \$4574.00 in pro-shop sales.
- We continue to follow all regular maintenance procedures regarding the cart fleet which includes registering monthly totals for battery amperage and mileage as well as proper watering of all batteries to protect all warranties associated with the fleet. In addition to the monthly process our carts are inspected daily for any damage which may have occurred during normal play. We continue to be committed to providing quality carts for the enjoyment of all our players.
- The staff at Cypress Head Golf Course continues to offer lesson packages for beginners as well as advanced players. We are participating in a KemperSports initiative for Player development. This program includes complimentary lessons, junior programs, Golf get Ready programs and complimentary golf and range for all juniors.
- The MGA and the WGA are continuing their league play. We also host a weekly Homeowner's Nine & Dine event where the players enjoy nine holes of golf and return to the clubhouse for their dinner and cocktails.

Marketing and Sales:

- We are continuing our involvement with Daytona CVB, Golf Pac, and Tee-Times USA along with other National wholesaler and Golf Now to maximize utilization of our tee sheet.
- We continue to maintain our database of emails with approximately 10,500 unique e-mail addresses. The golf staff continues to register player profiles including residency, phone numbers and proper classifications of all players. This process will allow us an opportunity to offer promotions to our database to experience all that Cypress Head has to offer.
- We continue to increase the visibility of Cypress Head Golf Course on the various social media platforms such as Facebook, twitter and Instagram.

Course Summary

Report run: 11/26/2019 8:53 AM MST

Data current as of: 11/26/2019 8:52 AM MST

Key: Poor Acceptable Excellent

REPORT CRITERIA

Date of Survey	10/1/19 - 10/31/19
Course	Cypress Head Golf Club

	NPS	Overall Rating	Service Rating	Course Rating	Recommend Rating	# of Surveys
Goal Index	70.0 70.0					
Totals	100.0	9.7	10.0	9.0	10.0	8
Cypress Head Golf Club	100.0	9.7	10.0	9.0	10.0	8

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- Course summary report for October showed an overall rating for the golf course of 9.7 with a course rating of 9.0 and our service rating is at 10.0
- We continue to assist all players by helping them to enjoy their experience here at Cypress Head. There were some reviews that had constructive ideas to help us improve in some areas which we will evaluate as a team. The comments returned by the players in this avenue are useful tools in helping our maintenance and golf staff team improve. We also review all negative comments and they are discussed by our team and if required we will contact the individual to help us better understand their concerns. Players also have access to a suggestion box which is located at the clubhouse near the Men's and Ladies bulletin boards.

Corporate Support:

- Kemper Sports Center for Excellence – Ongoing resource. We have been participating in monthly webinars designed to share best practices used at Kemper properties throughout the country.



Insights:

- Our entire team is dedicated to serving the needs of our community and continues in providing the best in class service for all of our guests throughout the season.
- The Cypress Pass is available for the 2020 season.
- Due to the success of the junior program, we have introduced a weekly junior clinic on Saturday mornings. We will be continuing to offer complimentary junior rounds with paid adult on Saturdays and Sundays throughout the upcoming year.

Respectfully Submitted,

Bob Duquette, PGA

Matt Lindley

General Manager
The Golf Club at Cypress Head

Regional Operating Executive
KemperSports Management



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 1/21/2020

Consent item: No

SUBJECT: (G15) First Reading - Ordinance No. 2019-38 - 19-1 Large-Scale Future Land Use Map Amendment/Fleur de Sol (Case No. 19-20000003) (Continued from 11/19/19)

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2019-38, adopting the 19-1 Large-Scale Comprehensive Plan Amendments and authorizing the transmittal to the required review agencies.

SUMMARY: Planning Commission Action (10-24-19): Recommended Denial

This Item was continued from the 11/19/19 City Council Agenda at the request of the applicant.

Land Development Resource Group (LDRG), LLC, applicant on behalf of the property owner, submitted the proposed amendment to change the Future Land Use designation for a +/- 14.47-acre property, located on the south side of Fern Park Drive, east of Taylor Road and Crane Lakes. The amendment consists of two requests:

1. Change the FLU designation for +/-14.47 acres from Volusia County *Urban Low Intensity* (0.2-4 units/acre) to City of Port Orange *Urban Medium Density Residential* (4-8 units/acre).
2. Add Policy 2.1.7 to the FLU Element limiting the density for the subject property at 6 units/acre.

In 2018, the subject property was annexed into Port Orange, and it was documented in the annexation staff report that the County FLU and Zoning designations on the property would need to be changed to City of Port Orange designations. At the time of annexation, the applicant indicated the intent to designate the property with the City's *Urban Medium Density Residential* FLU designation. The *Urban Medium Density Residential* FLU designation is a medium-density residential category that allows for a variety of housing types at densities between four and eight units/acre. According to the City's Comprehensive Plan, the proposed FLU designation is to be located adjacent to a community- or sub-regional-level commercial node or mixed used center, along collector and arterial roads, and in areas designed to accommodate densities/intensities greater than 4 units/acre.

The proposed FLU designation with the density limitation policy would increase the

theoretical maximum number of residential units allowed on the subject property by 29 units above the current theoretical maximum. Overall, the proposed amendment results in a net increase in impacts to public infrastructure but according to impact analysis prepared in the staff report, adequate capacity exists for portable water, sewer, schools, and solid waste. As for the anticipated traffic from the subject property, adequate capacity exists on the current roadway network, except for a segment of Taylor Road, between Crane Lakes Blvd. to Summertrees Rd. However, as for all development projects, a traffic study will be conducted at the time a specific development is proposed to be built to verify adequate capacity exist on the roadway network and compliance with the City concurrency regulations. If at the time the project is to be built there is not adequate capacity, the developer would be required to construct necessary roadway improvements or pay toward scheduled improvements to roadway segments or intersections impacted by the development of the subject property.

As part of recent FLU amendments, staff has specifically looked at the anticipated number of vehicular trips that could be generated by the proposed development. In this case, the applicants proposed FLU designation will result in an increase in the number of dwelling units allowed on the property; however, the reduction in the anticipated number of trips is due to the type of residential dwelling units that could be constructed. The proposed FLU designation supports the development of multi-family uses (townhomes), which according to the Institute of Transportation Engineers (ITE), townhouse dwelling units typically have a lower trip generation rate than single-family dwelling units. ITE states that single-family dwelling units are typically the largest residential dwelling units in size, and typically consist of families that have the most residents and therefore have more vehicles per unit than multifamily residential dwelling units. The ITE Trip Generation Manual is nationally recognized by transportation professionals including, transportation engineers, transportation planners, consultants, educators, technologists, and researchers for conducting vehicle trip generation rate analysis studies, determining on-site circulation patterns, performing access management studies, and determining traffic signal timing.

The staff report is attached for more details.

Project No.: Funding Account No.:

Presenter: Penelope Cruz

ATTACHMENTS:

1.	Ord. No. 2019-38 with exhibits	Ord No 2019-38 Fleur De Sol FLU.pdf
2.	Staff Report	Staff Report w Exhibits_19-1 CPA_Fleur de Sol PUD.pdf

Robin Fenwick
Tim Burman
Shannon Balmer
Jake Johansson

Created/Initiated - 12/31/2019
Approved - 12/31/2019
Approved - 1/9/2020
Approved - 1/9/2020

Robin Fenwick

Final Approval - 1/10/2020

ORDINANCE NO. 2019-38

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN; AMENDING THE FUTURE LAND USE DESIGNATION FOR ±14.47 ACRES FROM VOLUSIA COUNTY URBAN LOW INTENSITY (0.2-4 ACRES) TO URBAN MEDIUM DENSITY RESIDENTIAL (4-8 UNITS/ACRE) FOR PROPERTY GENERALLY LOCATED ON THE SOUTH SIDE OF FERN PARK DRIVE, EAST OF TAYLOR ROAD AND CRANE LAKES AT 1727 & 1737 FERN PARK DRIVE; ADDING FUTURE LAND USE POLICY 2.1.7 LIMITING DENSITY OF SUBJECT PROPERTY TO 6 UNITS/ACRE; PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, after careful review and a public hearing, the Planning Commission, sitting as the Local Planning Agency, has forwarded a recommendation to the City Council regarding this proposed amendment to the Comprehensive Plan for the City of Port Orange; and

WHEREAS, the City Council of the City of Port Orange has provided an opportunity to receive comments and proposals from the general public and held at two public hearings with regard to the proposed amendment to the Comprehensive Plan; and

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, the City Council desires to accept the proposed comprehensive plan amendment and authorize their transmittal to the State land planning agency and other agencies; and

WHEREAS, the amendment to the Comprehensive Plan shall be submitted to the Volusia Growth Management Commission for a determination of consistency in accordance with Section 202.3 of the Charter of Volusia County, Florida; and

WHEREAS, the City Council hereby declares that the purpose and intent of the proposed amendment to the Comprehensive Plan is to guide future growth and development; encourage the most appropriate use of land, water, and other resources, consistent with the public interest; promote and protect the public health, safety, comfort, good order, appearance, convenience, aesthetics, and general welfare; prevent the overcrowding of land and avoid undue concentration of population; provide adequate and efficient transportation, water, sewage, drainage, fire protection, parks, recreational facilities, housing, and other services, facilities and resources; and conserve and protect natural resources within the City, while protecting private property rights; and

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

Section 1. For purposes herein, the term “Comprehensive Plan”, shall mean the Comprehensive Plan for the City of Port Orange, consisting of the two (2) volumes entitled “Comprehensive Plan City of Port Orange 2010-2025”, including Binder No. 1, consisting of ten (10) elements, including Future Land Use and Future Land Use Map; Transportation; Housing; Public Facilities; Public Schools Facilities; Coastal Zone Management; Conservation; Recreation and Open Space; Intergovernmental Coordination; and Capital Improvements, all as adopted by Ordinance No. 1999-43, as subsequently amended by Ordinances No. 1999-46, 1999-56, 1999-57, 2000-1, 2000-8, 2000-13, 2000-25, 2000-29, 2000-41, 2001-2, 2001-21, 2001-26, 2001-28, 2001-75, 2001-76, 2001-89, 2002-7, 2002-20, 2003-3, 2003-1, 2003-22, 2003-39, 2004-34,

2004-39, 2005-1, 2005-3, 2005-13, 2005-15, 2005-25, 2005-27, 2005-30, 2005-31, 2005-49, 2006-9, 2006-16, 2006-24, 2006-41, 2006-51, 2006-53, 2007-4, 2007-14, 2007-30, 2007-48, 2007-55, 2007-57, 2007-60, 2007-61, 2008-2, 2008-8, 2008-9, 2008-12, 2008-16, 2008-19, 2008-36, 2009-3, 2009-19, 2009-20, 2010-14, 2010-20, 2010-30, 2011-24, 2011-34, 2012-8, 2012-24, 2012-30, 2013-20, 2013-25, 2014-31, 2014-32, 2015-42, 2015-44, 2016-6, 2016-20, 2016-24, 2016-26, 2017-4, 2017-33, 2018-10, 2018-15, 2018-18, 2018-20, 2018-29, 2018-30, 2019-11, 2019-20, 2019-23, 2019-33 and this ordinance.

Section 2. The City Council hereby adopts and amends the Comprehensive Plan City of Port Orange 2010-2025, Future Land Use Map, attached hereto as **Exhibit “A”**, and incorporated herein by this reference.

Section 3. The City Council hereby adopts and amends the Comprehensive Plan City of Port Orange 2010-2025, Future Land Use Element, attached hereto as **Exhibit “B”**, and incorporated herein by this reference.

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

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

Section 5. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be

in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency. The City Clerk shall note the effective hereon in the place provided below.

MAYOR DONALD O. BURNETTE

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: _____
Shannon K. Balmer, Assistant City Attorney

EXHIBIT "A"

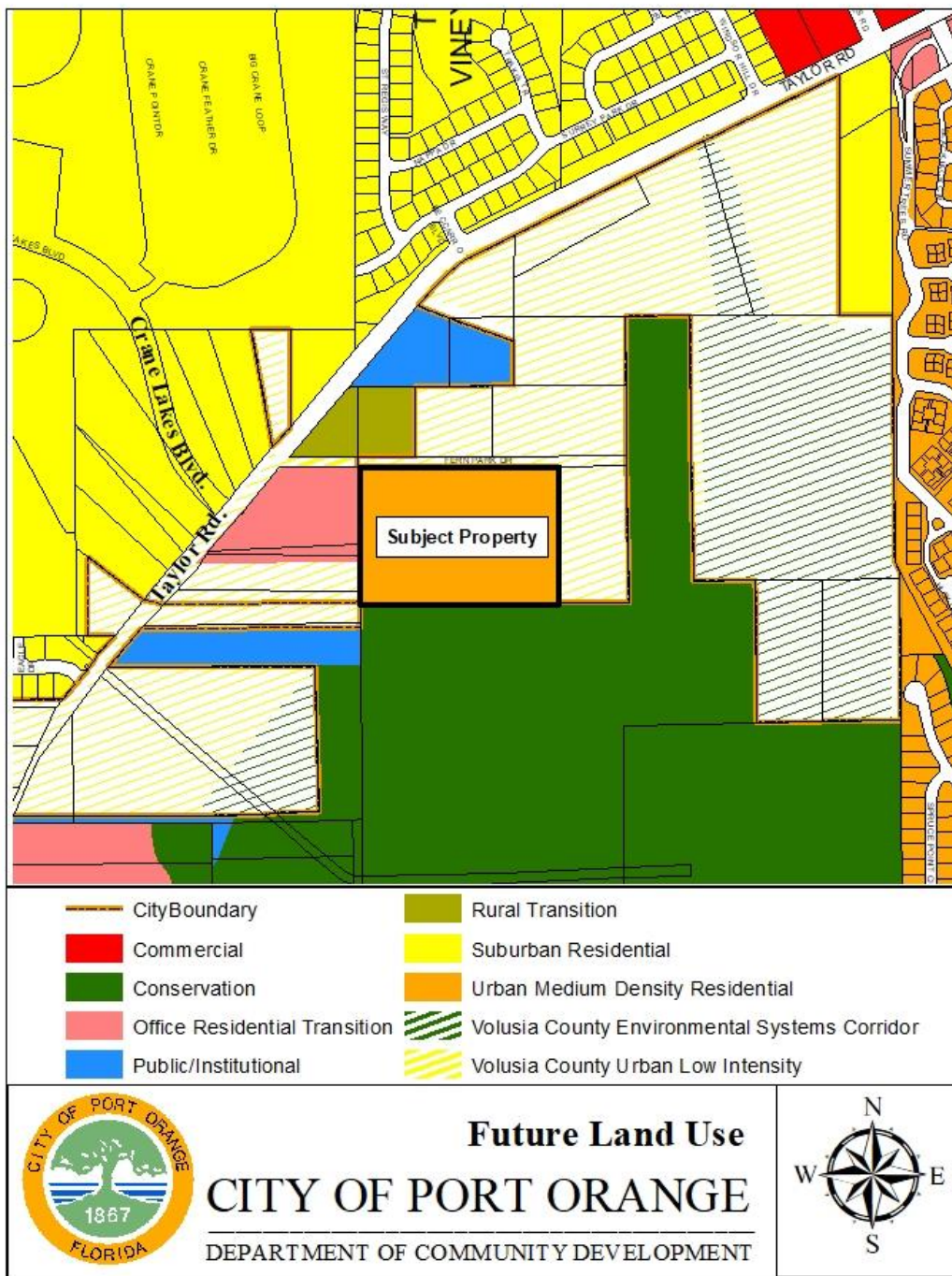


EXHIBIT "B"

Deletions are strikethroughs (~~strikethroughs~~) and additions are underlined.

Future Land Use Element

Policy 2.1.7: Development of parcels 6319-00-00-0170 and 6319-00-00-0180 shall be limited to a density of six units per one acre.



STAFF REPORT

**19-1 Large-Scale Comprehensive Plan Amendment/
1727 and 1737 Taylor Road
CASE NO. 19-20000003**

REQUEST:	Amend the Comprehensive Plan Future Land Use (FLU) Map to change the FLU for ± 14.47 acres from <i>Volusia County Urban Low Intensity</i> (0.2-4 units/acre) to City of Port Orange <i>Urban Medium Density Residential</i> (4-8 units/acre), and to add Policy 2.1.7 to the FLU Element limiting the density of the subject property to 6 units/acre.
LOCATION:	1727 and 1737 Fern Park Drive
APPLICANT:	Colleen Miles, Land Development Resource Group, LLC
OWNER:	Danielle Garguillo Sahlman
STAFF CONTACT:	Penelope Cruz, Planning Manager (386) 506-5671
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Denial (October 24, 2019)
CITY COUNCIL:	November 19, 2019

INTRODUCTION

Land Development Resource Group (LDRG), LLC, applicant on behalf of the property owner, requests approval to change the Future Land Use (FLU) designation of approximately 14.47 acres. The subject property is located on the south side of Fern Park Drive, east of Taylor Road and Crane Lakes.

The applicant's proposed amendment consists of two requests:

1. Change the FLU designation for ± 14.47 acres from *Volusia County Urban Low Intensity* (0.2-4 units/acre) to City of Port Orange *Urban Medium Density Residential* (4-8 units/acre).
2. Add Policy 2.1.7 to the FLU Element limiting the density for the subject property at 6 units/acre.

If approved, the applicant plans to rezone the property to Planned Unit Development (PUD) and requests approval of the Fleur de Sol PUD Master Development Agreement (MDA) to allow for the development of 84 townhomes along with associated on-site and off-site improvements.

Figure 1. Location Map



DISCUSSION

The subject property consists of two parcels, each developed with a single-family home. Access to the property is provided through an unpaved access easement along the north side of the property (Fern Park Drive). However, as part of the proposed PUD Rezoning (Case No. 19-65000002), access will be provided at the signalized intersection of Taylor Road and Crane Lakes Boulevard, through the adjacent parcel to the west.

In 2018, the subject property was annexed into Port Orange, and it was documented in the annexation staff report that the County FLU and Zoning designations on the property would need to be changed to City of Port Orange designations. At the time of annexation, City staff evaluated the proposed 84-unit townhouse development and no services issues were identified. As part of the FLU amendment capacity of public facilities and services will be evaluated based on the theoretical maximum use of the property. However, as with all development, public facilities including roads, sewer, water, drainage, parks, and schools will be analyzed at the time a site plan is submitted to verify adequate capacity exists to accommodate the proposed development.

The surrounding existing land uses, Future Land Use designations, and Zoning classifications for the properties adjacent to the subject property are identified in Table 1. The current and proposed Future Land Use designation of the subject property and adjacent properties are identified on Exhibit 1. The current and propose zoning classification of the subject property and adjacent properties are identified on Exhibit 2.

Table 1. Surrounding Land Uses and Zoning

Direction	Existing Land Use	FLU Designation	Zoning District
North	White Acres Nursery	Volusia County Urban Low Intensity	Volusia County A-2
South	Gamble Place	Port Orange Conservation	Volusia County Resource Corridor
East	Single-family	Volusia County Urban Low Intensity	Volusia County A-2
West	Vacant commercially zoned property	Port Orange Office/Residential Transition	Port Orange Planned Commercial Development

PROPOSED AMENDMENT

The proposed amendment is to change the FLU designation for ±14.47 acres from Volusia County *Urban Low Intensity* (0.2-4 units/acre) to City of Port Orange *Urban Medium Density Residential* (4-8 units/acre) and to add Policy 2.1.7 to the FLU Element limiting the density of the subject property to a maximum of 6 units/acre. The following tables identify the current adopted and proposed FLU designations by acreage (Table 2) and the change to density/intensity on the subject property (Table 3).

The *Urban Medium Density Residential* FLU designation is a medium-density residential category that allows for a variety of housing types at densities between four and eight units/acre. According to the City's Comprehensive Plan, the proposed FLU designation is to be located adjacent to a community- or sub-regional-level commercial node or mixed-used center, along collector and arterial roads, and in areas designed to accommodate densities/intensities greater than 4 units/acre. The subject property is located adjacent to and proposed to be accessed through a commercial property that fronts onto an arterial roadway, with access to existing infrastructure and services, and will be served by the I-95 commercial node.

Table 2. Current & Proposed Future Land Uses – Acreage by Category

FLU Designation	Current FLU (acres)	Proposed FLU (acres)	Net Change in FLU (acres)
Volusia County Urban Low Intensity (0.2-4 units/acre)	14.47	0	-14.47
City of Port Orange <i>Urban Medium Density Residential</i> (4-8 units/acre)	0	14.47	+14.47
Total Acreage	14.47	14.47	0

Table 3. Current & Proposed Future Land Uses – Density by Category

FLU Designation	Current FLU (theoretical max units)	Proposed FLU (theoretical max units)	Proposed FLU – Policy 2.1.7 (theoretical max units)*	Net Change in FLU (theoretical max units)
Volusia County Urban Low Intensity (0.2-4 units/acre)	58	0	-	-58
City of Port Orange Urban Medium Density Residential (4-8 units/acre)	0	116	-	+116
Net Change	-58	+116	-	+58
City of Port Orange Urban Medium Density Residential (4-8 units/acre)*	0	-	87	+87
Net Change	-58	-	+87	+29

*The proposed amendment includes the addition of new Future Land Use Element Policy 2.1.7, which limits the subject property to a maximum of 6 units/acre.

INFRASTRUCTURE IMPACT ASSESSMENT

In accordance with standard practice from the Florida Department of Economic Opportunity (DEO) and other review agencies, an impact comparison analysis of the proposed amendment has been completed based upon the theoretical maximum development potential under the current future land use designation versus the designation proposed. The following seven public facilities and services were examined:

1. Transportation
2. Sanitary Sewer
3. Potable Water
4. Solid Waste
5. Stormwater Drainage
6. Recreation
7. Schools

Table 4. Impact Analysis (Theoretical Max.)

Development Variable	Current Land Use (VC Urban Low Intensity 0.2-4 units/acre)	Proposed Land Use (PO Urban Medium Density with 6 unit/acre limit by policy 2.1.7)	Net Change
Residential Units	58	87	+29
Population ¹	130	195	+65
P.M. Peak Hour Trips/ Daily Trips ²	59/552	45/505	-14/-47
Sanitary Sewer (gallons/day) ³	9,280	13,920	+4,640
Potable Water (gallons/day) ⁴	10,440	15,660	+5,220
Solid Waste (lbs./day) ⁵	417	626	+209
Stormwater Drainage ⁶	n/a	n/a	n/a
Recreation/Open Space ⁷ (acres)	0.91	1.37	+0.46

Notes:

1. Population: 2.25 persons per household (per 2010 Census)
2. Transportation: 1.02 PM peak hour trips/unit and 9.52 daily trips/unit, Single-family (210); 0.52 PM peak hour trips/unit and 5.81 daily trips/unit, Townhomes (230); ITE Trip Generation Manual, 10th Edition
3. Sanitary Sewer: 160 gallons per day per Equivalent Residential Unit; 1/10 gallon per square foot per day of non-residential development
4. Potable Water: 180 gallons per day per Equivalent Residential Unit; 1/10 gallon per square foot per day of non-residential development
5. Solid Waste: 3.21 pounds per person per day; 10 lbs. per 1,000 square feet of non-residential development per day
6. Stormwater Drainage: LOS standard = 25-year, 24-hour event; Drainage system will be designed to meet the requirements of the Land Development Code
7. Rec. & Open Space: 7 acres/1,000 persons (0.007 acres/person)

The proposed FLU designation with the density limitation policy would increase the theoretical maximum number of residential units allowed on the subject property by 29 units above the current theoretical maximum. Overall, the proposed amendment results in a net increase in impacts to public infrastructure.

TRANSPORTATION

A traffic analysis has been prepared by Newkirk Engineering, Inc. and reviewed by staff. According to the ITE Trip Generation Manual, the anticipated maximum trip generation potential for the current FLU designation is 59 PM peak-hour trips and 552 daily trips. The anticipated maximum trip generation potential for the proposed FLU designation is 45 PM peak-hour trips and 505 daily trips. The proposed FLU designation with the density limitation would result in a net decrease of 14 PM peak-hour trips and 47 daily trips.

The ITE Trip Generation Manual is nationally recognized by transportation professionals including, transportation engineers, transportation planners, consultants, educators, technologists, and researchers for conducting vehicle trip generation rate analysis studies, determining on-site circulation patterns, performing access management studies, and determining traffic signal timing.

The proposed FLU designation will result in an increase in the number of dwelling units allowed on the property, however, the reduction in the anticipated number of trips is due to the type of residential dwelling units that could be constructed. The proposed FLU designation supports the development of multi-family uses (townhomes) which according to the Institute of Transportation Engineers (ITE), townhouse dwelling units typically have a lower trip generation rate than single-family dwelling units. ITE states that single-family dwelling units are typically the largest residential dwelling units in size, and typically consist of families that have the most residents and therefore have more vehicles per unit than multifamily residential dwelling units. Families typically take more trips for recreational and social reasons due to their kids and as a result, the impact on traffic congestion is significantly greater from the development of one single-family home versus a few multi-family units. According to ITE, recent studies have shown that single-family residents make more trips during the week and weekends than multifamily residents.

Table 5. Roadway Capacity

Roadway Segment	Maintaining Agency	Adopted Level-of-Service (LOS)	Maximum Capacity	Vehicles per Day	Remaining Capacity	2018 Daily LOS
Taylor Road (Spruce Creek Blvd. to Crane Lakes Blvd.)	Volusia County	E	17,050	11,700	5,350 (31%)	C
Taylor Road (Crane Lakes Blvd. to Summertree Rd.)	Volusia County	E	17,050	17,350	-300 (-1.76%)	F
Taylor Road (Summertree Rd. to Williamson Blvd.)	Volusia County	E	37,970	16,030	21,940 (58%)	C

Source: Volusia County 2018 Traffic Counts (most current available data)

The extent of the anticipated impacts on the City's road network will not be truly known until the traffic concurrency review is conducted with the final site plan for this site. At that time, the 45-p.m. peak-hour trip capacity will be applied. As with all development, the specific site development proposal for the subject property will be subject to concurrency regulations and the developer will be required to enter into a Fair-Share and Concurrency Agreement with the City, and possibly Volusia County, to pay for their share of the scheduled improvements to the road segments and intersections impacted by the development of this site. In addition to a fair-share payment, the developer of the property may be required to construct mobility improvements to improve capacity and provide alternative modes of transportation along this corridor such as, turn lanes, traffic signal modifications, and sidewalks.

At this time, the segment of Taylor Road between Crane Lakes Boulevard and Summer Trees Road is slightly above capacity (1.76% above road capacity of 17,350 daily trips). To address capacity for this segment, Volusia County is acquiring right-of-way to widening Taylor Road with the addition of another west bound and east bound travel lane. The widening project is currently on the County's Unfunded Needs List and according to Volusia County, the widening project could receive funding within the next 10-15 years. For all property along Taylor Road, west of Summer Trees Road, dedication of land for the ultimate 120-foot right-of-way for Taylor Road may be required.

SANITARY SEWER

The City has available sewer capacity to accommodate the proposed FLU amendment. The City's adopted LOS standard is 160 gallons per day per Equivalent Residential Unit (ERU) and 1/10 gallon per square foot per day of commercial, industrial, or institutional development. Using these standards, the proposed land use would theoretically generate 13,920 gallons per day (gpd) of wastewater. This is a net increase of 4,640 gpd between the current and proposed FLU designations.

POTABLE WATER

The City has available potable water capacity (well and Consumptive Use Permit) to serve the proposed FLU amendment. The City's adopted LOS standard is 180 gallons per day per ERU and 1/10 gallon per square foot per day of commercial, industrial, or institutional

development. Using these standards, the proposed land use would theoretically demand 15,660 gpd of potable water. This is a net increase of 5,220 gpd in demand between the current and proposed FLU designations. Even though the City may have the technical capability to pump 15 MGD from its wells, prohibitions within the City's 20-year Consumptive Use Permit (CUP) issued by the St. Johns River Water Management District (SJRWMD) significantly limit the amount of water that is permitted to be withdrawn. The City's CUP allows for an average daily withdrawal of 8.74 MGD and a maximum daily withdrawal of 13.28 MGD in 2019. Actual average daily flow during the 2018 calendar year was 6.01 MGD. When reviewing Future Land Use amendments, the following is considered to determine the amount of permitted water capacity available for all other future uses: the current year CUP allocation, consumption in the previous calendar year, reserved capacity, and projected consumption. Based upon these measures, the City still has available CUP capacity.

SOLID WASTE COLLECTION

There is available capacity at the landfill to address the City's solid waste disposal needs. The City's collection standard is 1,350 residential units per curbside collection crew, per day, and a weight standard of 3.21 pounds per person per day. The proposed land use would generate 626 pounds of garbage per day. This is a net increase of 209 pounds/day between the current and proposed FLU. Solid waste generated within the City of Port Orange is delivered to the Volusia County landfill, a 3,000-acre Class I landfill with a projected life span to the year 2050.

STORMWATER DRAINAGE

There is no anticipated impact to the City's drainage system from the proposed land use. Stormwater management in the City of Port Orange deals with both quality and quantity. The City's adopted LOS standard for stormwater is the 25-year, 24-hour storm event. More specifically, the stormwater facilities must be capable of treating and conveying the runoff from such a storm without causing flooding of adjacent properties or polluting any receiving water bodies. In addition, the Comprehensive Plan and Land Development Code require that there be no net loss of stormwater retention function as a result of development. In other words, a given parcel must have the same ability to store and discharge water after development as it does before development occurs. Any future redevelopment of the property will be required to address stormwater retention on the property in accordance with these City standards.

RECREATION AND OPEN SPACE

There is available capacity at existing park facilities to accommodate the proposed FLU amendment. The proposed FLU designation would require 1.37-acres of parkland. According to the City's 2018 Concurrency Management Report, the City has an excess of 60 acres of parkland, so no additional parkland is required.

SCHOOLS

The Volusia County School District reviewed the proposed FLU amendment for impacts to school capacity. The School District determined that there is adequate school capacity for the estimated eleven (11) students anticipated to be generated by the proposed FLU amendment (Exhibit 3).

ENVIRONMENTAL CONDITIONS

An environmental analysis was prepared by Ecological Consulting Solutions, Inc. (ESC). The dominant habitat on the property is upland coniferous forest, composed primarily of slash pine trees with scattered live oak trees. According to the environmental analysis, there are no protected plant species or wetlands on-site but there is one gopher tortoise burrow. Any subsequent development will be required to comply with all federal, state, regional and local regulations pertaining to the protection and preservation of valuable environmental resources.

REVIEW CRITERIA AND STAFF FINDINGS

1. *The land use proposal is consistent with the goals, objectives, and policies of the adopted Port Orange Comprehensive Plan.*

Staff finding: The proposed FLU amendment is generally consistent with the pertinent Goals, Objectives, and Policies of the City's Comprehensive Plan. The proposed FLU category is compatible with adjacent parcels and adequate capacity exists for potable water, sewer, schools, and solid waste to accommodate the proposed amendment. As for traffic, a roadway segment slightly over capacity was identified and as with all development, the specific site development proposal for the subject property shall comply with the Land Development Code and concurrency regulations requiring adequate roadway improvements and facilities to be provided or pay for the share of the scheduled improvements to road segments and intersections impacted by the development of this site at the time of development.

2. *Amendments shall not result in incompatible land use designations for adjacent parcels or a neighborhood. Compatibility shall be determined by scale of development, intensity, density, and type of use, and the juxtaposition of uses.*

Staff finding: The proposed FLU amendment is compatible with the adjacent properties. Compatibility is defined in the Comprehensive Plan as a condition in which dissimilar land uses can co-exist in relative proximity to one another in a stable fashion over time, such that neither use is unduly negatively impacted by the other. The subject property is surrounded by White Acres Nursery to the north, Gamble Place to the south, single-family to the east, and vacant commercial land to the west (see Table 1 – page 3).

The subject property will also comply with design requirements in the Land Development Code to ensure compatibility between land uses, such as scale of development, height, setbacks, landscape buffers, architectural design, and screen wall/fence.

3. *An amendment shall not result in negative economic, social, or other impacts to the City of Port Orange.*

Staff finding: All public facilities have adequate capacity to accommodate the proposed amendment and therefore there are no negative impacts.

4. *Whether the amendment increases the clearance time for evacuation of the population in the Hurricane Vulnerability Zone above twelve hours.*

Staff finding: The subject property is not located within the Hurricane Vulnerability Zone.

5. *Whether the amendment discourages the proliferation of urban sprawl.*

Staff finding: The proposed amendment will not encourage sprawl. Pursuant to section 171.043(1) Florida Statutes, the subject property was determined to be, reasonably compact and to not contribute to urban sprawl during the 2018 annexation review. The proposed amendment is for an infill property that has access to existing infrastructure and services (see Smart Growth Summary below).

SMART GROWTH SUMMARY

The proposed Future Land Use amendment expands housing choices by developing areas of infill or underutilized vacant land within the City that has accesses to existing infrastructure and services (water, sewer, roads, schools, etc.) [Future Land Use Element, Policy 1.2.4 and 2.3.8]. The proposed future land use allows the layout of housing options that can support the preservation of existing historic and specimen trees on the property by promoting a more compact layout. The subject property will connect to the sidewalk network on Taylor Road, by extending the PUD sidewalk through the access property to Taylor Road, to promote walking and biking to established commercial development, offices, services, multi-modal facilities (sidewalks and bike lanes) along the Taylor Road and Williamson Boulevard corridors. The access property has a Future Land Use designation of Office/Residential Transition which supports office and retail uses which could support this development with goods and services as well as employment opportunities.

PUBLIC NOTICE

On June 14, 2019, staff posted the property notifying the public of the proposed FLU amendment and PUD rezoning. At the time this agenda item was prepared, there have been 3 inquiries received. The calls were general inquiries asking what was proposed with some concerns regarding traffic and the proposed density. A neighborhood meeting with adjacent residents was held by the applicant on September 23, 2019.

STAFF RECOMMENDATION

Staff recommends approval of the request to change the Future Land Use designation of approximately 14.47 acres of land from Volusia County *Urban Low Intensity* (0.2-4 units/acre) to City of Port Orange *Urban Medium Density Residential* (4-8 units/acre) along with Policy 2.1.7 to the Future Land Use Element limiting the density of the subject property to 6 units/acre, and transmittal to the required review agencies for review.

ATTACHMENTS

- Exhibit 1 – Current and Proposed Future Land Use Map
- Exhibit 2 – Current and Proposed Zoning Map
- Exhibit 3 – Volusia County School District Review Letter

EXHIBIT 1

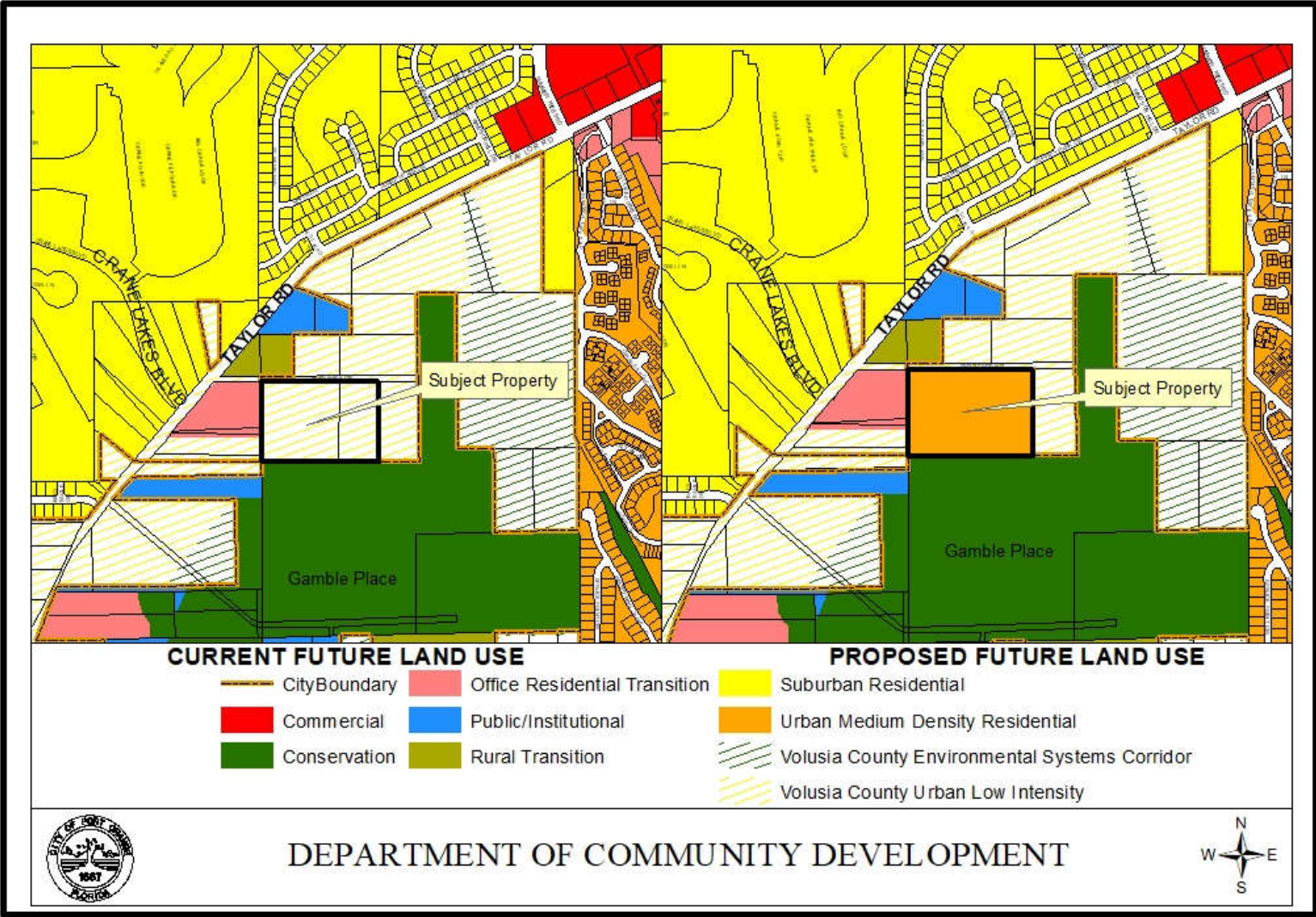
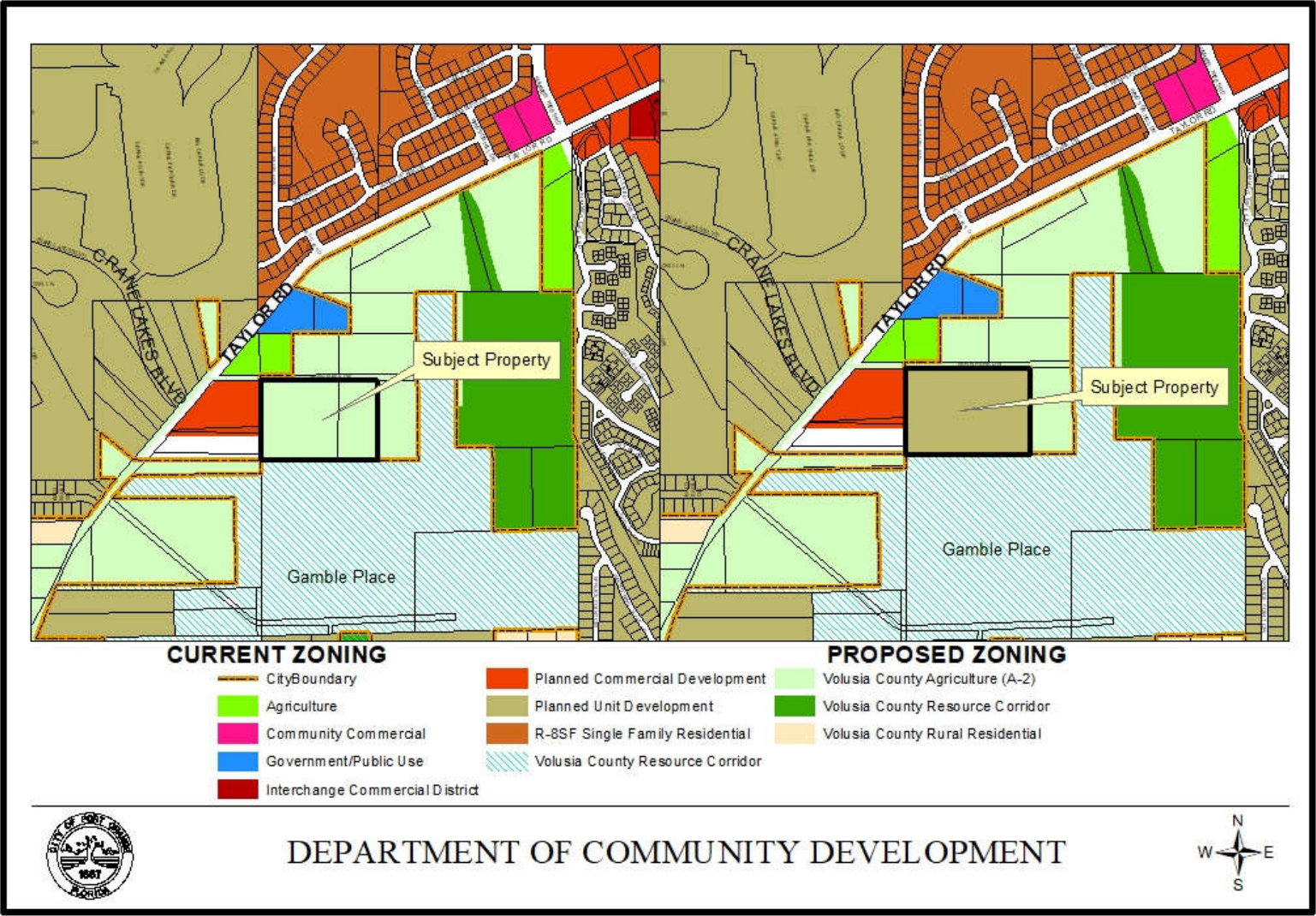
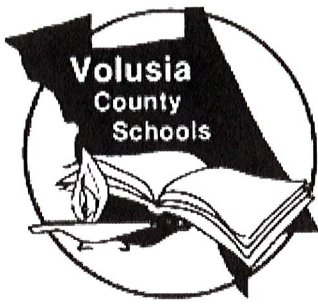


EXHIBIT 2





Mr. James T. Russell
Superintendent of Schools

EXHIBIT 3 FACILITIES SERVICES

3750 Olson Drive, Daytona Beach, Florida 32124
PHONE: 386/734-7190 • FAX:

School Board of Volusia County

Mr. Carl Persis, Chairman
Mrs. Ida D. Wright, Vice-Chairman
Mrs. Linda Cuthbert
Mr. Ruben Colón
Ms. Jamie M. Haynes

School Concurrency Determination Concurrency Letter

26 June 2019

Colleen Miles
Land Development Resource Group
140 South Beach Street, Suite 400
Daytona Beach, FL 32114

RE: Fleur de Sol Townhomes – City of Port Orange
School Concurrency Case #19-04-01-001-R

Dear Ms. Miles,

The District has reviewed the updated information for the residential project known as Fleur de Sol Townhomes. The 14.47 +/- acre project site is located at 1727, 1737 Fern Park Drive, near the intersection of Fern Park and Taylor Road, within the City of Port Orange. Information provided within the school concurrency application indicates the development activity will consist of eighty-four (84) multi-family units.

The district uses a county wide Student Generation Rate (SGR) of (0.127) per multi-family dwelling unit to calculate projected students¹. By applying the SGR to the use types in Table 1 below, we find the project could generate eleven (11) full time students.

Table 1

UNIT TYPE	SGR	UNIT COUNT	STUDENTS GENERATED
Single Family Dwelling Unit	.273	0	0
Multi Family Dwelling Unit	.127	84	10.67
Mobile/ Manufactured Home Dwelling Unit	.047	0	0
	Total		11

The Concurrency Analysis (Table 2) adjusts for impacts to the Concurrency Service Areas (CSAs) by accounting for current school year enrollments, existing reservations at the impacted schools, and the projected students generated by the applicant. These factors give an associated utilization or Level of Service (LOS) percentage for each CSA.

The schools impacted by this development are Sweetwater Elementary, Creekside Middle School, and Spruce Creek High School.

¹ Most recent student generation rates are found in the School Impact Fee Update dated February 19, 2019. Study performed by Tindale Oliver.

Fleur de Sol Townhomes – City of Port Orange
26 June 2019

Concurrency Analysis

Table 2

Schools	Adopted LOS	SY 18/19 Enrollment	Active Reservations	Existing LOS w/ Res	Students Generated by Request	Result LOS
Sweetwater Elementary	115%	680	9	95%	5	96%
Creekside Middle	115%	1170	9	104%	3	104%
Halifax High CSA (Spruce Creek HS)	120%	7499	245	102%	3	102%
Other					0	

The adopted LOS standard at elementary and middle school is (115%) of permanent student stations and (120%) for high school CSAs. This projected increase in students will not exceed the adopted LOS at any school level; therefore, the school district does not have an objection to the proposed site plan. Minimum planning considerations should include pedestrian and vehicular access, safety, connectivity, and buffering.

Please note that the School Board has the right to adjust the attendance boundaries to balance the student enrollment populations at these area schools. Therefore, students generated from this project may not attend the current assigned schools.

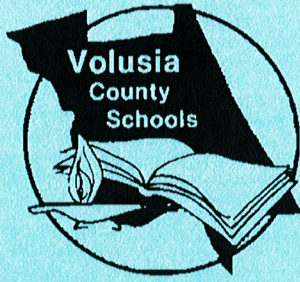
If you should have additional questions or require more information, please feel free to contact me at extension 50810.

Sincerely,

Eric A. Kozielski 26 JUN 2019

Eric A. Kozielski
Planning & GIS Specialist

Cc: James Russell, Superintendent of Schools
Penelope Cruz, City of Port Orange
Brad Bauknecht PE, Newkirk Engineering
Kiersta Hill, VCSB Planning Services
Project File



Certificate of School Concurrency

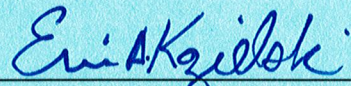
Volusia County School Board

Project Information	
Project Name	Fleur Del Sol
VCSB Project #	19-04-01-001-R
Jurisdiction Project#	
Parcel ID Numbers:	6319-0000-0170; 6319-0000-0180
Project Location:	1727 & 1737 Fern Park Drive
# of residential units:	84
Residential Unit Type:	Multi-family TWNHM
Property Owners:	Danielle Garguilo
Applicant/Agent Name:	Colleen Miles/ Land Resource Development Group

This School Concurrency Certificate shall reserve student stations for the above referenced project and shall confirm that said project meets the School Concurrency requirements of the adopted Interlocal Agreement for Public School Facility Planning.

School Concurrency Analysis					
School Levels:	Elementary	Middle	High	Other	Total Student Stations Reserved
Students Generated	5	3	3	0	11
Comments: This certificate is required to be included with the building permit submittal(s) as proof of school concurrency.					

This concurrency reservation shall expire two (2) years from the date of issuance of this certificate.



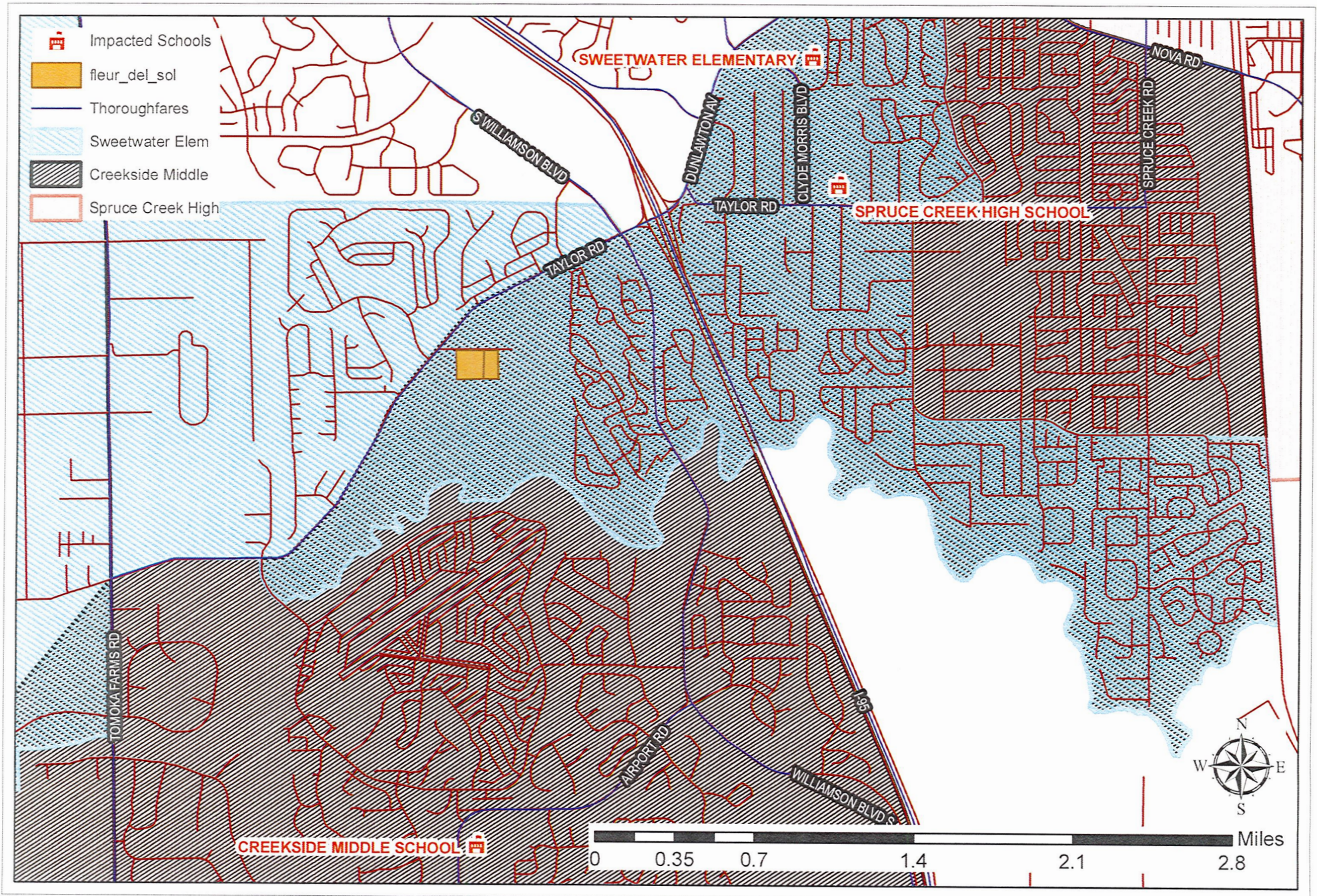
Eric Kozielski
Planning and GIS Specialist

26JUNE2019
Issue Date

VCSB Schools Impacted by Development Proposal

School Concurrency Review - Fleur Del Sol

Created by Facilities Services
JUN2019





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 1/21/2020

Consent item: No

SUBJECT: (G16) First Reading - Ordinance No. 2019-39 - PUD Rezoning/Fleur de Sol PUD (Case No. 19-65000002) (Continued from 11/19/19)

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2019-39, to rezone ±14.47-acres from Volusia County A-2 (Rural Agriculture) to Planned Unit Development (PUD) and approval of the Fleur de Sol PUD Master Development Agreement (MDA) and Conceptual Development Plan (CDP).

SUMMARY: Planning Commission Action (10/24/19): Recommended Denial

This Item was continued from the 11/19/19 City Council Agenda at the request of the applicant.

Land Development Resource Group (LDRG), LLC, applicant on behalf of the property owner, requests to rezone ±14.47 acres from Volusia County A-2 (Rural Agriculture) to Planned Unit Development (PUD) and approval of the Fleur de Sol PUD Master Development Agreement (MDA) and Conceptual Development Plan (CDP). The subject property is located on the east side of Taylor Road and Crane Lakes, south of Fern Park Drive. The proposed PUD Amendment provides the regulatory framework for a multi-family residential site consisting of a maximum of 84 townhomes along with associated on-site and off-site improvements. Access to the development will be provided at the signalized intersection at the intersection of Taylor Road and Crane Lakes Boulevard. An access easement will be provided through the adjacent commercially zoned property with frontage on Taylor Road, known as the Access Property.

The PUD zoning district allows an applicant to request flexibility from some standard code requirements to accommodate innovative or unique subdivision or site design. The City Council will need to consider the following deviation from the LDC requested by the applicant to allow for off-site signage along Taylor Road due to the configuration of the proposed development layout. The PUD property does not have direct frontage onto a right-of-way which is unique from a standard townhome development. In order to provide visibility for access into the townhome development, signage is needed along Taylor Road.

The proposed amendment is consistent with the proposed land use and density allowed by the *Urban Medium Density Residential* Future Land Use (FLU) designation of the property. The proposed MDA allows a maximum of 84 dwelling units or 5.8 dwelling

units/acres and is consistent with the density allowed by the proposed Urban Medium Density Residential FLU designation and density limit cap policy (6 units per acre).

The proposed project promotes expanded housing options along Taylor Road by developing areas of infill or underutilized vacant land within the City that has accesses to existing infrastructure and services (water, sewer, roads, schools, etc.) . The layout of the proposed PUD incorporates the existing historic trees on the property into the design and meets the specimen tree protection requirements of the LDC. The PUD will reserve a minimum of 60% of the property as open space for the enjoyment of the residents within the proposed development. The subject property will connect to the sidewalk network on Taylor Road.

The staff report is attached for more information.

Project No.: Funding Account No.:

Presenter: Penelope Cruz

ATTACHMENTS:

1.	Ordinance No. 2019-39 with exhibits	Ord. No. 2019-39 - MDA Fleur for CC 1-21.pdf
2.	Staff Report	Revised Staff Report_Fleur De Sol PUD Rezoning CC.pdf

Robin Fenwick	Created/Initiated - 12/31/2019
Tim Burman	Approved - 12/31/2019
Shannon Balmer	Approved - 1/9/2020
Jake Johansson	Approved - 1/9/2020
Robin Fenwick	Final Approval - 1/10/2020

ORDINANCE NO. 2019-39

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, REZONING PROPERTY
CONSISTING OF APPROXIMATELY ±14.47 ACRES
LOCATED ON THE SOUTH SIDE OF FERN PARK DRIVE,
EAST OF TAYLOR ROAD AND CRANE LAKES FROM
VOLUSIA COUNTY A-2 (RURAL AGRICULTURE) TO
PLANNED UNIT DEVELOPMENT (PUD) AND APPROVING A
MASTER DEVELOPMENT AGREEMENT AND
CONCEPTUAL DEVELOPMENT PLAN FOR THE FLEUR DE
SOL PLANNED UNIT DEVELOPMENT; PROVIDING FOR
CONFLICTING ORDINANCES; PROVIDING FOR
SEVERABILITY AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the property owner has requested the rezoning of the property consisting of approximately ±14.47 acres from Volusia County A-2 (Rural Agriculture) to Planned Unit Development (PUD); and

WHEREAS, the city and Developer desire to enter into the Fleur De Sol Planned Unit Development Master Development Agreement ("MDA") and Conceptual Development Plan ("CDP"); (hereinafter referred to as the "Fleur De Sol PUD");

WHEREAS, Developer submitted a request to the Planning Commission to approve the MDA and CDP for Fleur De Sol PUD; and

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

WHEREAS, the Planning Commission has by a majority vote recommended denial of the proposed Fleur De Sol Planned Unit Development Master Development Agreement ("MDA") and Conceptual Development Plan ("CDP"); and

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

Section 1. The City Council of the City of Port Orange does hereby rezone the property consisting of approximately ±14.47 acres located on the south side of Fern Park Drive, east of Taylor Road and Crane Lakes described in **Exhibit "1"**, attached hereto, from Volusia County A-2 (Rural Agriculture) to Planned Unit Development (PUD).

Section 2. The City Council of the City of Port Orange does hereby approve, authorize and direct the revision of the City's Official Zoning Atlas classification as shown on **Exhibit "2"** attached hereto.

Section 3. The City Council of the City of Port Orange does hereby approve the

Fleur De Sol Planned Unit Development Master Development Agreement ("MDA"), attached hereto as **Exhibit "3"**.

Section 4. The Mayor and City Manager are hereby authorized to execute said Fleur De Sol PUD Master Development Agreement on behalf of the City of Port Orange.

Section 5. All ordinances or resolutions or parts of ordinances or resolutions in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 6. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 7. This ordinance shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

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

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

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

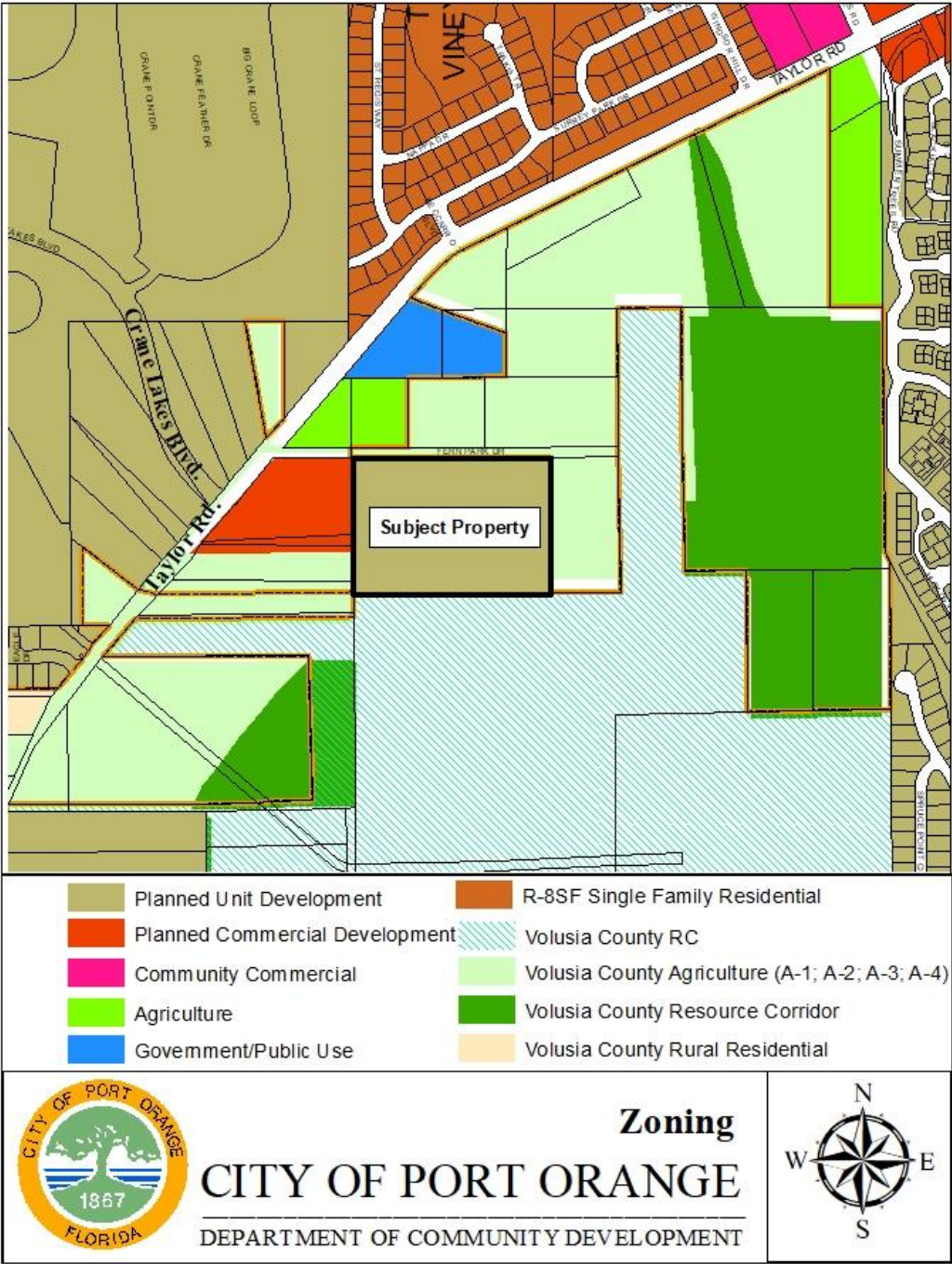
EXHIBIT "1"

LEGAL DESCRIPTION:

BEING A PORTION OF THE NORTHWEST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4) OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, LYING SOUTHERLY OF FERN PARK DRIVE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF COMMENCEMENT BEING THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST, SAID CORNER BEING MARKED WITH A 1-1/2" IRON PIPE AND CAP, NO ID. (PER FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CERTIFIED CORNER REPORT DOCUMENT NUMBER 073030); THENCE RUN NORTH 00 DEGREES 04 MINUTES 30 SECONDS WEST, ALONG THE WEST LINE OF SAID SECTION 19, A DISTANCE OF 1351.50 FEET TO A 1-1/2" IRON PIPE AND CAP ILLEGIBLE, MARKING THE SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4) OF SAID SECTION 19; THENCE CONTINUE ALONG SAID WEST LINE NORTH 00 DEGREES 03 MINUTES 20 SECONDS WEST, A DISTANCE OF 675.75 FEET TO A 4 INCH X 4 INCH CONCRETE MONUMENT WITH AN IRON ROD AND NO ID, SAID POINT BEING ON THE SOUTHERLY LINE OF A 25 FOOT WIDE INGRESS / EGRESS & UTILITY EASEMENT FOR FERN PARK DRIVE, AS RECORDED IN OFFICIAL RECORD BOOK 5934, PAGE 925, PUBLIC RECORDS VOLUSIA COUNTY, FLORIDA; THENCE DEPARTING THE WEST LINE OF SAID SECTION 19, SOUTH 89 DEGREES 41 MINUTES 53 SECONDS EAST ALONG THE SAID SOUTHERLY LINE OF SAID FERN PARK DRIVE, A DISTANCE OF 50.00 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTHERLY LINE SOUTH 89 DEGREES 41 MINUTES 53 SECONDS EAST, A DISTANCE OF 934.41 FEET TO A 1/2" IRON PIPE, NO ID, THENCE DEPARTING SAID SOUTHERLY LINE SOUTH 00 DEGREES 13 MINUTES 02 SECONDS EAST, A DISTANCE OF 671.83 FEET TO A POINT LYING ON THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4) OF SAID SECTION 19; THENCE ALONG SAID SOUTH LINE NORTH 89 DEGREES 55 MINUTES 35 SECONDS WEST A DISTANCE OF 936.29 FEET TO A POINT 50.00 FEET EASTERLY OF AFORESAID SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4), SECTION 19; THENCE NORTH 00 DEGREES 03 MINUTES 20 SECONDS WEST AND PARALLEL WITH THE WESTERLY LINE OF SAID NORTHWEST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4), SECTION 19, A DISTANCE OF 675.75 FEET TO THE POINT OF BEGINNING.

Exhibit "2"



**FLEUR DE SOL PLANNED UNIT DEVELOPMENT
A RESIDENTIAL PUD
MASTER DEVELOPMENT AGREEMENT**

CITY OF PORT ORANGE, a Florida municipal corporation (“City”), and **DANIELLE GARGUILO SAHLMAN** (“Owner”) and **CRANE LAKES DEPOT, LLC** (“Access Owner”), hereby covenant and agree, and bind their successors and assigns as follows:

1. OWNERSHIP OF THE PROPERTY

This Planned Unit Development (PUD), commonly known as “FLEUR DE SOL”, involves approximately 14.466+/- acres of land which is legally described on Exhibit “A-1” attached hereto, and shall henceforth be referred to as the “Property”. The property is under the ownership of Danielle Garguilo Sahlman (“Owner”). Access to the property will be via the adjacent property under the ownership of Crane Lakes Depot, LLC (“Access Owner”). Said property being legally described in Exhibit “A-2” (“Access Property”).

2. DEVELOPMENT CONCEPT

The Fleur de Sol PUD provides for a townhouse residential development that offers a unique housing type, adding additional housing choices to the Port Orange community. It will be marketed and targeted for a variety of demographic groups, providing affordability and less maintenance responsibilities.

3. DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN

Development of the Property shall be controlled by the terms and provisions of this Master Development Agreement (the “MDA”) and the Conceptual Development Plan (the

“Conceptual Plan” or “CDP”), attached hereto as Exhibit “B-1”, for the Property which generally depicts the planned layout of streets, common areas, building locations, and other planned features and improvements to the Property and demonstrates dimensional requirements within the PUD. Access to a public right-of-way from the Fleur de Sol PUD (the Property) via the Access Property (Exhibit “B-2”) is required and shall be legally established prior to the issuance of a Development Order for a Site Plan for the development of the Property. Collectively, this MDA and the Conceptual Plan for the Property may be referred to as the “Plan”. In the event of a conflict between the terms and provisions of the MDA and the graphic illustrations of the Conceptual Plan, the MDA shall control. If the MDA is silent regarding a particular subject or requirement, such silence shall not be construed as a conflict with the Conceptual Plan. Unless otherwise specifically described within the MDA, final development and development permits for uses/structures within the PUD shall comply with regulations, ordinances, and resolutions in effect at the time of plan approval or permit application.

The parties acknowledge that compliance with the City’s Land Development Code (the “LDC”) may necessitate modification of the Conceptual Plan. In the event modification to comply with the LDC is required, and the modifications of the Conceptual Plan are not in conflict with the textual provisions of this MDA and any City ordinances not superseded by this MDA, the modifications shall be deemed “minor” and may be approved without formal amendment to this MDA. Minor modifications shall require City Administrative Official’s written approval. If Developer is not satisfied with the suggested resolution of any problem or the decision of City Administrative Official categorizing the modification as minor or major, Developer may appeal the decision to the Planning Commission. Appeals from the Planning Commission may be made to City Council.

4. USAGE OF THE PROPERTY

A. Permitted Uses

The property shall be used for residential purposes and developed as a residential community with open space and other buffers as specified herein. The project shall be developed for a maximum of eighty-four (84) townhouse dwelling units for a maximum density of six (6.0) dwelling units per acre. When considered in light of other housing and community choices in the vicinity, Fleur de Sol will provide a compatible residential development while providing a unique option to the Port Orange community.

B. Temporary Use

The existing agricultural use of the property shall be allowed to continue until the Site Plan is approved and thereafter shall cease within ninety (90) days after the issuance of the Development Order for the Site Plan.

C. Building Areas

Dimensions and configurations within the PUD are generally depicted on the Conceptual Plan. Townhouse buildings shall be constructed with zero lot lines with no more than six (6) units occupying a single building. The minimum building separation shall be 25'. Minimum floor area is 1,400 s.f. per unit.

D. Number of Units/Density

The total number of residential units in the development shall not exceed eighty-four (84) dwelling units or a gross project density of 6.0 dwelling units per acre.

E. Open Space

The Fleur de Sol PUD complies with the LDC requirement of a minimum of sixty (60%) percent of the total project area as open space.

F. Maximum Coverage

1. Maximum Impervious: 40%
2. Minimum Open Space: 60%

G. Maximum Building Height

The maximum building height shall not exceed thirty-five (35') feet.

H. Minimum Building Setbacks (Internal)

1. Front: 20' (back of sidewalk)
2. Rear: 15' (from pond)
3. Side: 0'
4. Building Separation: 25'

I. Minimum Building Setbacks (Property Line)

1. North: 25' (property line); 20' (off access easement per O.R. 5934, PG 925)
2. South: 40'
3. East: 50'
4. West: 25'

5. ARCHITECTURAL STANDARDS AND REVIEW

The overall architectural theme of the PUD shall be as generally depicted on the attached drawings and incorporated as Exhibit “C”. The townhomes and all amenity and ancillary buildings shall maintain the overall architectural theme. All colors and materials, signage, building orientation, and architectural styles shall be consistent with that theme and with the LDC.

Site location signage for the Fleur de Sol development will be located off-site on the Access Property as agreed by the Access Owner. On-site signage will be located at the entry point of the Fleur de Sol PUD generally as shown on the CDP and will match the overall architectural theme with curved entry walls at the entrance and depict the name of the development. Signage shall be designed in accordance with the LDC.

6. PHASING

Development of the Property may occur in phases or sub-phases. Each phase or sub-phase of the Property shall conform to City standards of functionally “standing alone” in regard to provisions of access to infrastructure including, but not limited to, roads, potable water, sewer, reclaimed water and other required infrastructure.

7. SANITARY WASTE, STORMWATER, POTABLE WATER, AND RECLAIMED WATER

It is anticipated that Developer will extend water and sewer lines to serve the PUD Property and the development authorized herein. If City desires to extend water and sewer lines prior to Developer’s need for installation of Developer’s lines, Developer shall grant the necessary easements to City and City shall, at its sole cost, install and pay for such lines.

Stormwater shall be retained as generally depicted on the Conceptual Plan. Developer shall comply with the City's LDC and the rules and regulations of the St. Johns River Water Management District concerning stormwater drainage. All utilities shall be designed and constructed to meet the latest Code of Ordinance, Land Development Code and City Standard Construction Details. The lift station will be required to be built with either the Fleur de Sol PUD or the development of the Access Property, whichever site is developed first. The gravity sewer will be provided through a tie-in to the manhole located in front of the lift station.

8. ROADS, SIDEWALKS, PARKING, ACCESS, AND CONNECTIVITY

Roads and sidewalks within the Fleur de Sol PUD shall be private. The roadway within the PUD shall be twenty-four (24') in width. Sidewalks shall be on both sides of all roads within the PUD, as depicted on the CDP.

The development of the Fleur de Sol PUD shall comply with the transportation concurrency management requirements established in the City of Port Orange Comprehensive Plan and LDC. Access to the development shall be via an access easement through the Access Property.

All parking constructed within Fleur de Sol shall be in accordance with City standards. Parking for the townhomes shall meet the minimum requirements of 2 parking spaces per unit, plus 0.25 spaces per unit for visitor parking, plus 0.10 bicycle spaces per required parking space.

9. IMPACT FEE CREDIT

Nothing in this MDA shall be construed as a waiver by Developer of its right to pursue impact fee credits for any and all work performed by Developer for which impact fee credits can be awarded. Alternatively, in the event that Developer works with the City of Port Orange to

facilitate public benefit, impact fee credits may be requested by Developer according to Chapter 21, Article II, of the LDC.

10. MAINTENANCE OF COMMON OPEN SPACE AND COMMON FACILITIES

Developer will operate, maintain, and control, subject to other documents of record, the open space, and common facilities, including but not limited to all sidewalks, parking lots, and access driveways, all of the lakes and stormwater drainage systems within the PUD and the entrance features and areas to the PUD. The Owner will have the authority and means to hire, supervise, and regulate persons employed by them for the maintenance, repair, and operation of open space areas and facilities. If the Owner fails to perform the maintenance, repair, or replacement, as necessary, of the stormwater drainage facility, the City shall have the right to enter upon the common area of the PUD and to provide the maintenance, repair, or replacement of the stormwater drainage facility and shall have the right to lien the owner(s) of the PUD for the cost of such maintenance, repair, and replacement as the City shall deem necessary.

11. PROJECT BUFFERS AND LANDSCAPING

In order to comply with the requirements of Chapter 13, of the LDC, a perimeter buffer shall be provided as shown on the Conceptual Plan and shall comply with the following standards and requirements. A perimeter landscape buffer with a width of twenty (20') feet shall be provided along the west property boundary. A perimeter landscape buffer with a width of twenty-five (25') feet shall be provided along the north property boundary. A perimeter landscape buffer of forty (40') feet shall be provided along the east and south property boundaries. Landscaping within the perimeter landscape buffers shall meet or exceed the

minimum requirements of the LDC. Existing vegetation in the perimeter buffer that may remain undisturbed shall count towards the landscaping requirements for the buffer. Existing vegetation that is determined by the City to be invasive exotics diseased/dying and/or interfering with required extension of utilities may be removed, provided that any viable protect or specimen trees shall be mitigated in accordance with the LDC, as amended. Maintenance and repair of the landscape buffers within said common areas shall be the responsibility of the Owner.

12. ENVIRONMENTAL CONSIDERATIONS

The PUD shall comply with the tree preservation requirements of the LDC. The Developer shall comply with all rules, statutes, laws and regulations pertaining to protected wildlife species. Compliance with City Environmental Protection Code may necessitate modifications to the Conceptual Plan.

13. EXPIRATION

The duration of this MDA shall not exceed ten (10) years from the date of its execution. This MDA may be extended for an additional five (5) year term by mutual consent of Developer and the City subject to a public hearing. Failure to comply with the schedule set out above shall cause this MDA to lapse unless the schedule is modified by mutual agreement of Developer and the City. Development shall be as defined by the LDC.

14. EFFECTIVE DATE

This Agreement shall become effective upon recording by the City of Port Orange at the Developer's expense in the public records of Volusia County, Florida. The second reading of the Ordinance shall not take place until the Developer has provided an executed copy of the MDA to the City of Port Orange addressing all issues discussed prior to the scheduled second reading. If

there are no additional requirements, corrections, or conditions attached by the City Council at the second reading, the Agreement shall be signed by the Mayor and City Clerk and recorded upon approval by City Council.

15. AMENDMENTS

Amendments to this MDA, other than minor modifications to the Conceptual Plan, shall not be effective unless in writing and signed on behalf of the City and by all record title property owners of the land for which this amendment is to be applied.

Before amending this MDA, the City shall conduct one or more public hearings. At the City's option, one of these public hearings may be held by the Planning Commission.

- A. Notice of intent to consider an amendment to this MDA shall be published by the City, at the Developer's cost, in a newspaper of general circulation and readership in Volusia County, Florida.
- B. If applicable, notice of intent to consider an amendment shall comply with the requirements of Section 166.041(3)(C), Florida Statutes, as amended from time to time.
- C. The day, time, and place at which the second public hearing will be held shall be announced at the first public hearing.
- D. The notices required above shall specify the location of the PUD Property, the location of the portion of the PUD Property subject to the proposed amendment, the nature of the proposed amendment, and the following information to the extent applicable:
 - a. Changes in permitted, conditional, and/or prohibited uses proposed;

- b. Changes in population densities proposed; and
 - c. Changes in building intensities and/or heights proposed.
- E. The notices shall specify a place where a copy of the proposed amendment can be obtained.

16. CONFORMANCE WITH THE LAWS

Owner agrees:

- A. To develop the property according to all PUD regulations of the City to the extent those regulations are not inconsistent with the Plan for the property.
- B. To provide agreements, contracts, deed restrictions, and sureties and other documents required by the City Legal Department for completion of the development and for the continuing operation and maintenance of such areas, functions and facilities as are not to be provided, operated or maintained at a public expense, and that Owner's successor's in title will be bound by Owner's commitments made in this MDA. This shall include the City of Port Orange Comprehensive Plan.
- C. To be bound by all City codes and ordinances that are not in conflict with provisions of the MDA.

17. ENFORCEABILITY

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

18. PRIOR AGREEMENTS

This MDA represents the complete understandings by and between the parties with respect to the development and continued use of the subject property. Any and all prior agreements between the parties with respect to any subject comprehended by this MDA is hereby voided and superseded by this MDA.

[PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto attached their hands and seals this
____ day of _____, 2020.

Signed, sealed and delivered
in the presence of

Witness 1 Signature

Print Name of Witness 1

Witness 2 Signature

Print Name of Witness 2

CITY OF PORT ORANGE,
a Florida municipal corporation

By: _____
Donald O. Burnette, Mayor

Attest:

By: _____
Robin Fenwick, City Clerk

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this ____ day of _____, 2020, by Donald O. Burnette, Mayor of City of Port Orange, Florida, a Florida municipal corporation, on behalf of City, who is personally known to me and did not take an oath.

Notary Type, Print or Stamp Name
My commission expires: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this ____ day of _____, 2020, by Robin Fenwick, City Clerk of City of Port Orange, Florida, a Florida municipal corporation, on behalf of City, who is personally known to me and did not take an oath.

Notary Type, Print or Stamp Name
My commission expires: _____

OWNER:

Print Name: _____

Print Name: _____

By: _____
Danielle Garguilo Sahlman

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this ____ day of _____, 2020, by Danielle Garguilo Sahlman. Personally Known ____ OR Produced Identification ____ Type of Identification Produced _____.

Notary Type, Print or Stamp Name
My commission expires: _____

ACCESS OWNER:

Crane Lakes Depot, LLC, a Florida limited liability company

Print Name: _____

Print Name: _____

By: _____
Douglas A. Clark, Manager

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this ____ day of _____, 2020, by Douglas A. Clark, Manager of Crane Lakes Depot, LLC, a Florida limited liability company. Personally Known ____ OR Produced Identification ____ Type of Identification Produced _____.

Notary Type, Print or Stamp Name
My commission expires: _____

EXHIBIT "A-1"

LEGAL DESCRIPTION:

BEING A PORTION OF THE NORTHWEST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4) OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, LYING SOUTHERLY OF FERN PARK DRIVE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF COMMENCEMENT BEING THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST, SAID CORNER BEING MARKED WITH A 1-1/2" IRON PIPE AND CAP, NO ID. (PER FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CERTIFIED CORNER REPORT DOCUMENT NUMBER 073030); THENCE RUN NORTH 00 DEGREES 04 MINUTES 30 SECONDS WEST, ALONG THE WEST LINE OF SAID SECTION 19, A DISTANCE OF 1351.50 FEET TO A 1-1/2" IRON PIPE AND CAP ILLEGIBLE, MARKING THE SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4) OF SAID SECTION 19; THENCE CONTINUE ALONG SAID WEST LINE NORTH 00 DEGREES 03 MINUTES 20 SECONDS WEST, A DISTANCE OF 675.75 FEET TO A 4 INCH X 4 INCH CONCRETE MONUMENT WITH AN IRON ROD AND NO ID, SAID POINT BEING ON THE SOUTHERLY LINE OF A 25 FOOT WIDE INGRESS / EGRESS & UTILITY EASEMENT FOR FERN PARK DRIVE, AS RECORDED IN OFFICIAL RECORD BOOK 5934, PAGE 925, PUBLIC RECORDS VOLUSIA COUNTY, FLORIDA; THENCE DEPARTING THE WEST LINE OF SAID SECTION 19, SOUTH 89 DEGREES 41 MINUTES 53 SECONDS EAST ALONG THE SAID SOUTHERLY LINE OF SAID FERN PARK DRIVE, A DISTANCE OF 50.00 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTHERLY LINE SOUTH 89 DEGREES 41 MINUTES 53 SECONDS EAST, A DISTANCE OF 934.41 FEET TO A 1/2" IRON PIPE, NO ID, THENCE DEPARTING SAID SOUTHERLY LINE SOUTH 00 DEGREES 13 MINUTES 02 SECONDS EAST, A DISTANCE OF 671.83 FEET TO A POINT LYING ON THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4) OF SAID SECTION 19; THENCE ALONG SAID SOUTH LINE NORTH 89 DEGREES 55 MINUTES 35 SECONDS WEST A DISTANCE OF 936.29 FEET TO A POINT 50.00 FEET EASTERLY OF AFORESAID SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4), SECTION 19; THENCE NORTH 00 DEGREES 03 MINUTES 20 SECONDS WEST AND PARALLEL WITH THE WESTERLY LINE OF SAID NORTHWEST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4), SECTION 19, A DISTANCE OF 675.75 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION: ACCESS PROPERTY

BEING A PORTION OF SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST AND A PORTION OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST VOLUSIA COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF COMMENCEMENT BEING THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID CORNER BEING MARKED WITH A 1-1/2" IRON PIPE NO ID (PER FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CERTIFIED CORNER REPORT DOCUMENT NUMBER 73030); THENCE RUN NORTH 00 DEGREES 04 MINUTES 30 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION 24, A DISTANCE OF 1351.50 FEET FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE OF SAID SECTION 24 NORTH 88 DEGREES 25 MINUTES 31 SECONDS WEST, A DISTANCE OF 889.07 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF TAYLOR ROAD (A PRESCRIPTIVE RIGHT-OF-WAY THAT VARIES), AS RECORDED IN RIGHT-OF-WAY MAP BOOK 1, PAGE 46, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING CALLS; THENCE NORTH 39 DEGREES 29 MINUTES 31 SECONDS EAST, A DISTANCE OF 30.58 FEET; THENCE NORTH 45 DEGREES 46 MINUTES 32 SECONDS EAST, A DISTANCE OF 100.50 FEET; THENCE NORTH 33 DEGREES 47 MINUTES 15 SECONDS EAST, A DISTANCE OF 100.61 FEET; THENCE CONTINUE ALONG THE EASTERLY RIGHT-OF-WAY LINE NORTH 39 DEGREES 29 MINUTES 31 SECONDS EAST, A DISTANCE OF 100.01 FEET; THENCE NORTH 40 DEGREES 03 MINUTES 54 SECONDS EAST, A DISTANCE OF 190.58 FEET; THENCE SOUTH 49 DEGREES 53 MINUTES 52 SECONDS EAST, A DISTANCE OF 6.05 FEET; THENCE NORTH 40 DEGREES 06 MINUTES 08 SECONDS EAST, A DISTANCE OF 15.00 FEET; THENCE NORTH 49 DEGREES 53 MINUTES 52 SECONDS WEST, A DISTANCE OF 6.00 FEET; THENCE NORTH 40 DEGREES 38 MINUTES 16 SECONDS EAST, A DISTANCE OF 94.42 FEET; THENCE NORTH 40 DEGREES 03 MINUTES 54 SECONDS EAST, A DISTANCE OF 200.00; THENCE CONTINUE ALONG EASTERLY RIGHT-OF-WAY LINE NORTH 45 DEGREES 46 MINUTES 32 SECONDS EAST, A DISTANCE OF 23.20 FEET TO A POINT ON A 25 FOOT WIDE INGRESS AND EGRESS AND UTILITY EASEMENT, PER OFFICIAL RECORDS BOOK 7136, PAGE 3051, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTH 89 DEGREES 41 MINUTES 53 SECONDS EAST ALONG THE SOUTH LINE OF SAID EASEMENT A DISTANCE OF 387.42 FEET; THENCE DEPARTING SAID SOUTH EASEMENT LINE SOUTH 00 DEGREES 04 MINUTES 30 SECONDS EAST, A DISTANCE OF 675.55 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 35 SECONDS WEST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 445,279 SQUARE FEET OR 10.2 ACRES MORE OR LESS.



AERIAL MAP
SCALE: 1" = 300'

PROJECT ZONING DISTRICT:
PUD - PLANNED URBAN DEVELOPMENT

SITE DEVELOPMENT USAGE

1. MINIMUM BUILDING SETBACKS (INTERNAL)	LANDSCAPE BUFFERS (OUTER PROPERTY LINE)
20 FEET FRONT (BACK OF SIDEWALK)	25 FEET NORTH PROPERTY LINE
15 FEET REAR (FROM POND)	40 FEET EAST PROPERTY LINE
25 FEET SIDE (BUILDING SEPARATION)	20 FEET WEST PROPERTY LINE
	40 FEET SOUTH PROPERTY LINE

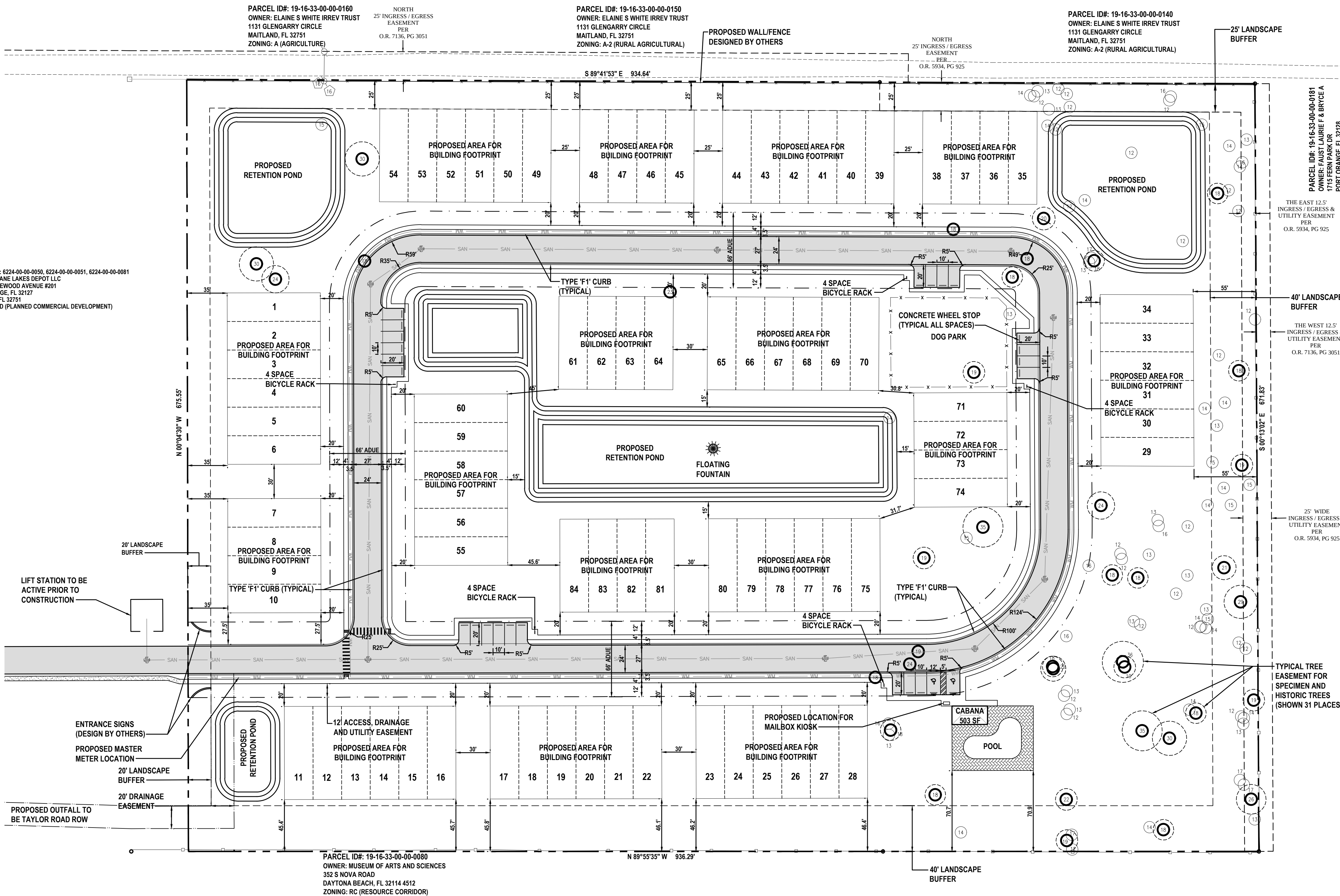
MINIMUM BUILDING SETBACKS (PROPERTY LINE)

25 FEET NORTH
40 FEET SOUTH
50 FEET EAST
25 FEET WEST

2. EXISTING SITE COVERAGE:	SQ. FT	ACRE	%
BUILDINGS	19,072	0.438	3.0
STORMWATER	15,111	0.347	2.4
TOTAL OPEN SPACE	575,432	13.210	91.3
TOTAL IMPERVIOUS	39,583	0.909	6.3
TOTAL SITE(PRE DEDICATION)	630,126	14.466	100.0
3. PROPOSED SITE COVERAGE:	SQ. FT	ACRE	%
BUILDING (MAX FOR LAYOUT)	156,976	3.604	25.0
PAVEMENT	53,228	1.222	8.4
CONCRETE	41,864	0.961	6.6
TOTAL SITE	630,126	14.466	100.00
TOTAL IMPERVIOUS	252,050	5.786	40.0
TOTAL OPEN SPACE	378,076	8.680	60.0
TOTAL COMMON SPACE	126,025	2.893	20.0

- DIMENSIONAL REQUIREMENTS
MINIMUM OPEN SPACE 60% MAXIMUM BUILDING HEIGHT 35'
MAXIMUM IMPERVIOUS 40% MINIMUM LIVING AREA 1,400 SF
- TAX PARCEL IDS: 19-16-33-00-00-0180, 19-16-33-00-00-0170
- SITE CONSISTS OF: (32) MYAKKA-MYAKKA, WET, FINE SANDS, 0 TO 2 PERCENT SLOPES, (3) ARENTS, (13) CASSIA FINE SANDS, (63) TAVARES FINE SAND.
- EXISTING ZONING: VOLUSIA COUNTY (A-2); PROPOSED: (PUD) PLANNED UNIT DEVELOPMENT
- COMPLIANCE WITH THE LAND DEVELOPMENT CODE MAY NECESSITATE MODIFICATION OF THE CONCEPTUAL PLAN (LDC, CH. 17, SEC. 19(G)).
- 30 SPECIMEN AND 1 HISTORIC TREE ARE SHOWN AS BEING PRESERVED ON THE CDP. ALSO SHOWN IN THE PLAN IS THE RESPECTIVE CONSERVATION EASEMENT AT EACH TREE. IF A PROPOSED RETAINED SPECIMEN TREE IS LOCATED IN OR NEAR A PROPOSED AREA OF CONSTRUCTION, EXTRA MEASURES SHALL BE TAKEN IN ORDER TO PRESERVE THE TREE. A MINIMUM OF 30 TREES SHALL BE RETAINED.
- STORMWATER EASEMENTS COVERING PIPELINES AND STORMWATER MANAGEMENT BASINS SHALL BE LEGALLY DESCRIBED AND RECORDED IN ACCORDANCE WITH THE CITY OF PORT ORANGE LDC CH. 6 SEC. 4 PRIOR TO THE 1ST CERTIFICATE OF OCCUPANCY.
- ALL ON-SITE UTILITIES ARE TO BE PRIVATELY OWNED AND MAINTAINED UNLESS OTHERWISE SHOWN.
- PARKING REQUIREMENTS
MULTI-FAMILY = 2 SPACES PER UNIT
= 2 x 84 UNITS MAX = 168 SPACES
(PROVIDED BY EACH UNIT)
VISITOR PARKING = 0.25 SPACES PER UNIT
= 0.25 x 84 UNITS MAX = 21 SPACES
PROVIDED = 23 SPACES + 2 HANDICAP = 25 SPACES TOTAL
BICYCLE PARKING = 0.1 PER PARKING SPACE
= 0.1 x 168 REQUIRED SPACES = 17 SPACES
PROVIDED = 5 BIKE AREAS x 4 BIKES/AREA = 20 SPACES TOTAL

PARCEL ID#: 6224-00-00-0050, 6224-00-00-0051, 6224-00-00-0081
OWNER: CRANE LAKES DEPOT LLC
5111 S RIDGEWOOD AVENUE #201
PORT ORANGE, FL 32127
MAITLAND, FL 32751
ZONING: PCD (PLANNED COMMERCIAL DEVELOPMENT)



PROJECT TEAM

PROPERTY OWNER / APPLICANT: DANIELLE GARGUILO
1727 FERN PARK DRIVE
PORT ORANGE, FL 32128
PHONE: (646) 267-5130
EMAIL: MYELLIEKITTEN@YAHOO.COM

AGENT: LAND DEVELOPMENT RESOURCE GROUP, LLC
140 SOUTH BEACH STREET
DAYTONA BEACH, FL 32114
PHONE: (386) 212-1942
EMAIL: COLLEEN@LDRGDAYTONA.COM

CIVIL ENGINEER / LANDSCAPE ARCHITECT: NEWKIRK ENGINEERING, INC.
1230 NORTH US HIGHWAY 1, SUITE 3
ORMOND BEACH, FL 32174
PHONE: (386) 290-7599
EMAIL: BRADB@NEWKIRK-ENGINEERING.COM

SURVEYOR: A1A SURVEYING
244 RIDGEWOOD AVENUE
DAYTONA BEACH, FL 32117
PHONE: (386) 882-1868
EMAIL: ALLEN@A1ASURVEYING.COM

LEGAL DESCRIPTION

BEING A PORTION OF THE NORTHWEST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4) OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, LYING SOUTHERLY OF FERN PARK DRIVE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF COMMENCEMENT BEING THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST, SAID CORNER BEING MARKED WITH A 1-1/2" IRON PIPE AND CAP, NO ID, (PER FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CERTIFIED CORNER REPORT DOCUMENT NUMBER 073030); THENCE RUN NORTH 00 DEGREES 04 MINUTES 30 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 19, A DISTANCE OF 1351.50 FEET TO A 1-1/2" IRON PIPE AND CAP ILLEGIBLE, MARKING THE SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4) OF SAID SECTION 19; THENCE CONTINUE ALONG SAID WEST LINE NORTH 00 DEGREES 04 MINUTES 30 SECONDS WEST, A DISTANCE OF 675.75 FEET TO A 4 INCH X 4 INCH CONCRETE MONUMENT WITH AN IRON ROD AND NO ID, SAID POINT BEING ON THE SOUTHERLY LINE OF A 25 FOOT WIDE INGRESS / EGRESS & UTILITY EASEMENT FOR FERN PARK DRIVE, AS RECORDED IN OFFICIAL RECORD BOOK 5934, PAGE 925, PUBLIC RECORDS VOLUSIA COUNTY, FLORIDA; THENCE DEPARTING THE WEST LINE OF SAID SECTION 19, SOUTH 89 DEGREES 41 MINUTES 53 SECONDS EAST ALONG THE SAID SOUTHERLY LINE OF SAID FERN PARK DRIVE, A DISTANCE OF 50.00 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTHERLY LINE SOUTH 89 DEGREES 41 MINUTES 53 SECONDS EAST, A DISTANCE OF 934.64 FEET TO A 1/2" IRON PIPE, NO ID, THENCE DEPARTING SAID SOUTHERLY LINE SOUTH 00 DEGREES 13 MINUTES 02 SECONDS EAST, A DISTANCE OF 671.83 FEET TO A POINT LYING ON THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4) OF SAID SECTION 19; THENCE ALONG SAID SOUTH LINE NORTH 89 DEGREES 55 MINUTES 35 SECONDS WEST A DISTANCE OF 936.29 FEET TO A POINT 50.00 FEET EASTERLY OF AFORESAID SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4), SECTION 19; THENCE NORTH 00 DEGREES 04 MINUTES 30 SECONDS WEST AND PARALLEL WITH THE WESTERLY LINE OF SAID NORTHWEST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4), SECTION 19, A DISTANCE OF 675.55 FEET TO THE POINT OF BEGINNING.

EASEMENT LEGEND

ADUE ACCESS, DRAINAGE, AND UTILITY EASEMENT
DUE DRAINAGE AND UTILITY EASEMENT
ROW RIGHT OF WAY (DEDICATED TO CITY)
AE ACCESS EASEMENT

15 SPECIMEN TREE WITH REQUIRED EASEMENT (1" DIA FOR 1" CAL)
ONLY SHOWN FOR TREES PROPOSED TO KEEP

SPECIMEN TREE LEGEND :

TYPE (ALL SPECIES)	EXISTING	REMOVED	REMAIN
SPECIMEN	37	7	30
HISTORIC	1	0	1
	38	7	31 (81.5%)

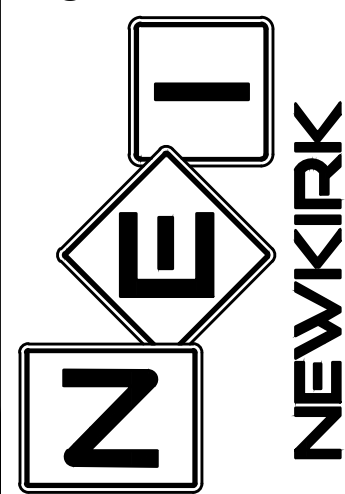
38 TREES / 14.466 ACRES = 2.63 TREE PER ACRE
SITE REQUIRES 80% SPECIMEN TREE RETENTION



REVISIONS

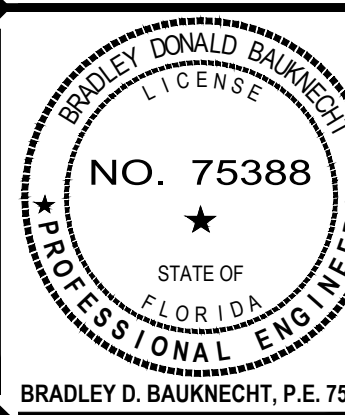
DATE	DESCRIPTION
6/26/19	SDRC STAFF COMMENTS
8/14/19	SDRC STAFF COMMENTS
8/20/19	SDRC STAFF COMMENTS

1230 North US1, Suite 3
Ormond Beach, Florida 32174
Phone (386) 872-7794
www.newkirk-engineering.com
C.A. # 30209
L.C. # 26000584
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Civil Engineering,
Transportation, CEI &
Landscape Architecture



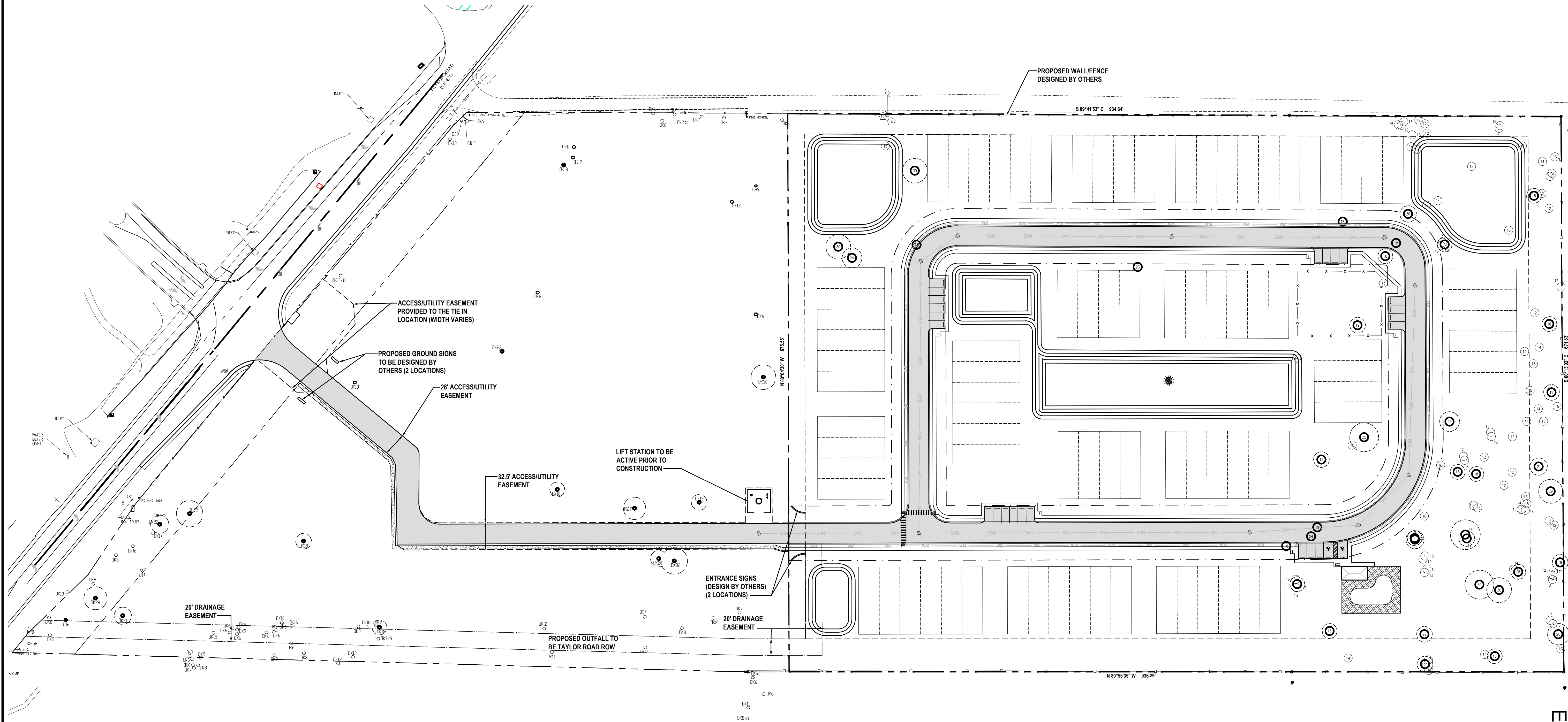
MDA PLAN
FLEUR DE SOL
1737 TAYLOR ROAD
PORT ORANGE, FL 32128

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PROJECT No: 2018-105
DATE: AUGUST 2019
DESIGN BY: BDB
DRAWN BY: CAB
CHECKED BY: BDB
SCALE: 1" = 50'
DRAWING NUMBER

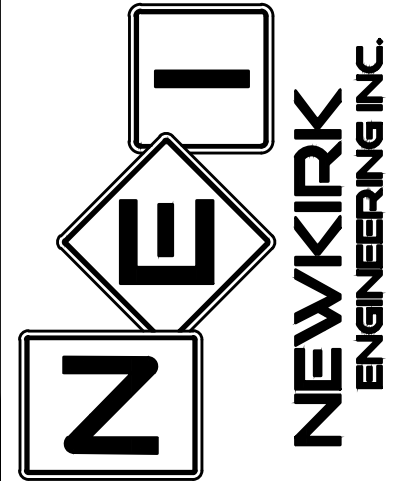
EX B-1



REVISIONS

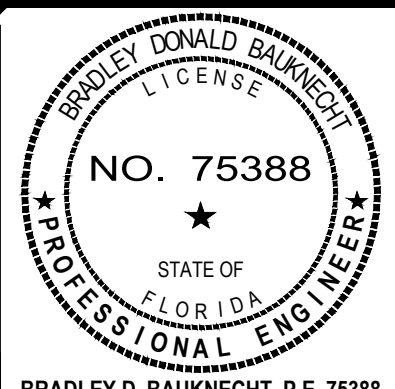
DATE	DESCRIPTION
6/26/19	SDRC STAFF COMMENTS
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8/20/19	SDRC STAFF COMMENTS

1230 North US1, Suite 3
Ormond Beach, Florida 32174
Phone (385) 872-7794
www.Newkirk-Engineering.com
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L.C. # 26000584
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Civil Engineering,
Transportation, CEI &
Landscape Architecture



OVERALL CONCEPTUAL PLAN FLEUR DE SOL 1737 TAYLOR ROAD PORT ORANGE, FL 32128

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PROJECT No: 2018-105
DATE: AUGUST 2019
DESIGN BY: BDB
DRAWN BY: CAB
CHECKED BY: BDB
SCALE: 1" = 60'
DRAWING NUMBER

EX B-2

Plans Conform to the requirements of the 6th Edition Florida Building Code with adopted supplements
 Wind Speed 140
 Enclosed Building Type
 Risk Category 2
 Occupancy Category C
 Internal Pressure Coefficient = 18
 Wind Importance Factor 1
 Wind Pressures +33.1 -43.1

Fleur de Sol Townhouses

1727 & 1737 Fern Park Drive
 Port Orange, Florida

4 - Unit Building

Schematic Plans

EXHIBIT 'C'

Table of Contents	
Sheet	Name
A-001	Title Sheet
A-002	Front Perspective View
A-003	Overall Site Plan
A-004	First Floor Plan
A-005	Second Floor Plan
A-006	Third Floor Plan
A-007	East Elevation
A-008	West Elevation

REVISIONS

Richard Brookfield Architect, LLC
 Fla. Reg. # AA26003248
 Brookfieldarchitect.com
 P.O. Box 4195 Ormond Beach, FL 32175
 Ph: (386) 334-3584

Fleur de Sol Townhouses
 1727 & 1737 Fern Park Drive
 Port Orange, Florida
 4 Unit Building
 Schematic Plans

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DATE
 July 3, 2018

COMM. NO.
 0640012

DRAWN BY
 R.B.

SHEET TITLE

Title Sheet

SHEET

A-001

OF

SHEET 1 OF 18



Front Perspective View



Front Perspective View 2

REVISIONS

Richard Brookfield Architect, LLC
 Fla. Reg. # 4426003248
 Brookfieldarchitect.com
 P.O. Box 4195 Diamond Beach, FL USA 32175
 Ph: (386) 334-3584

Fleur de Sol Townhouses
 1727 & 1737 Fern Park Drive
 Port Orange, Florida

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 OF THE ARCHITECT

DATE
 July 3, 2018

COMM NO
 06400212

DRAWN BY
 R.B.

SHEET TITLE

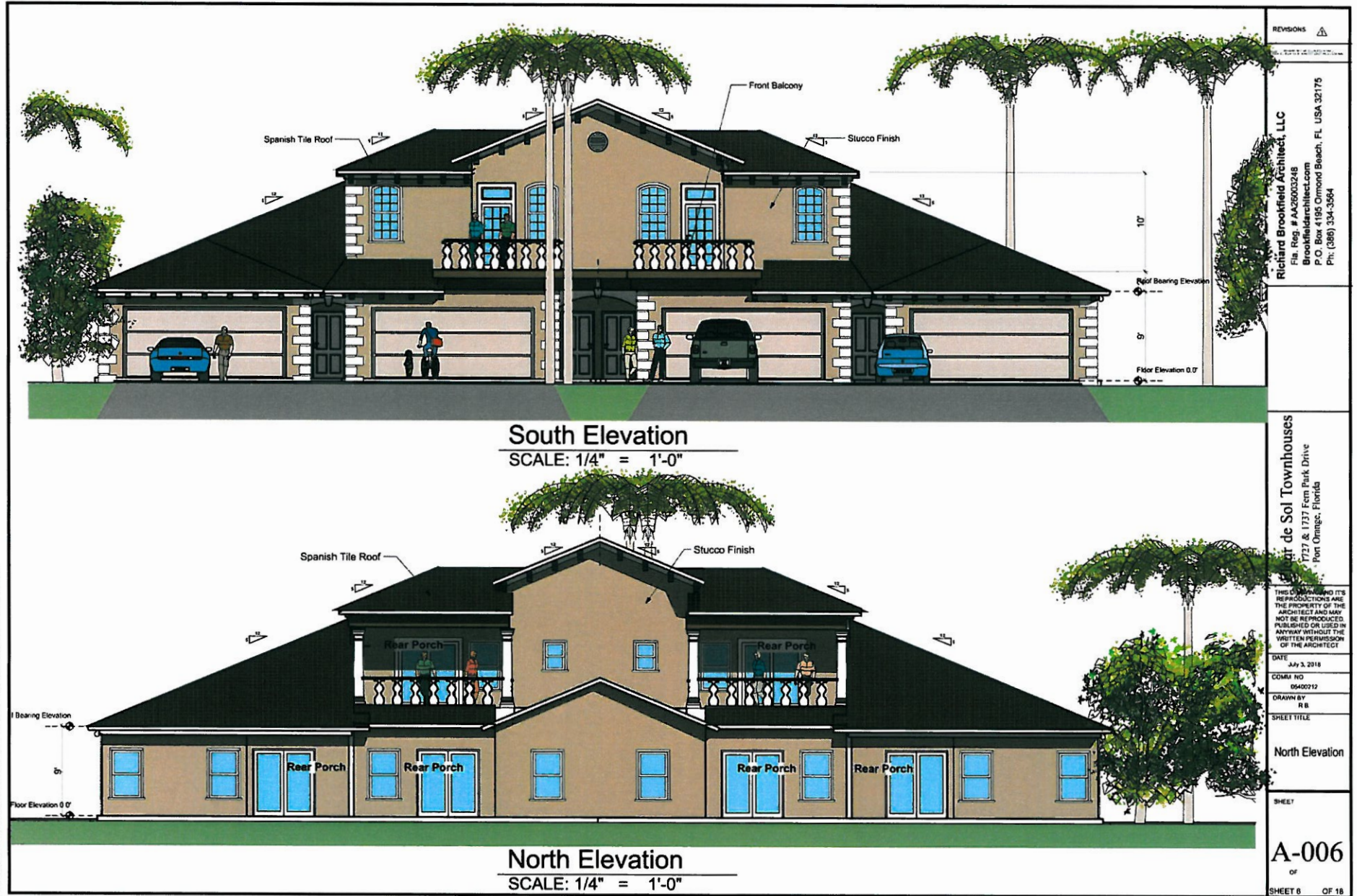
Front Perspective
 2

SHEET

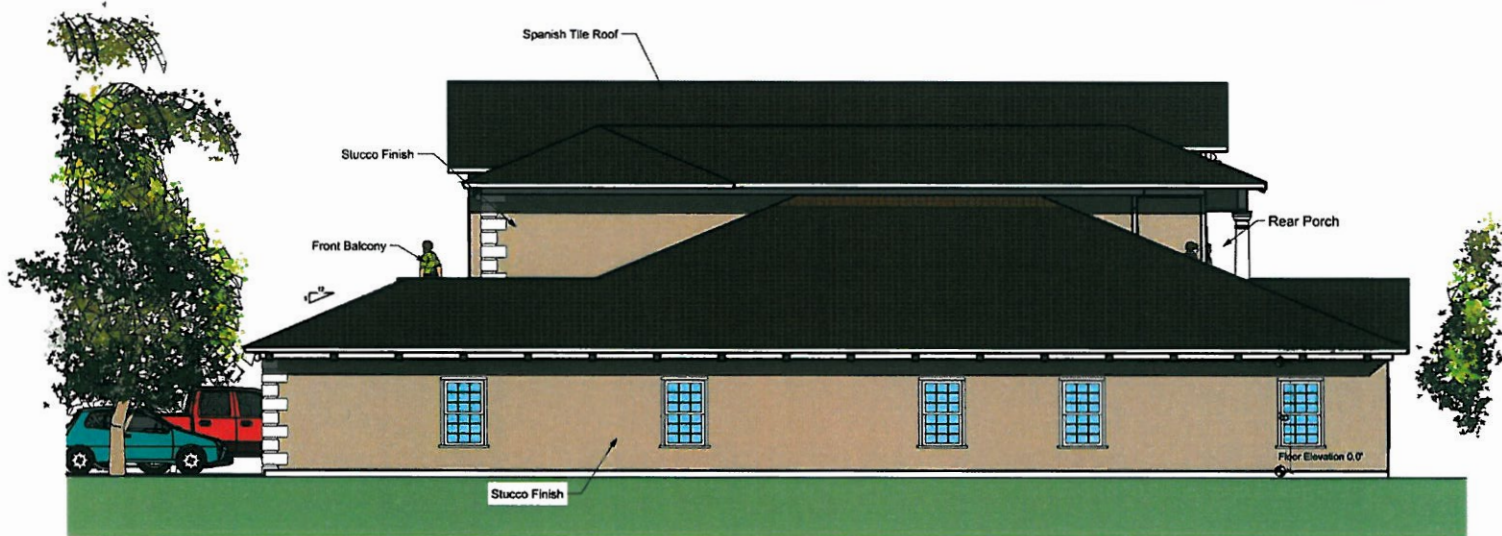
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OF

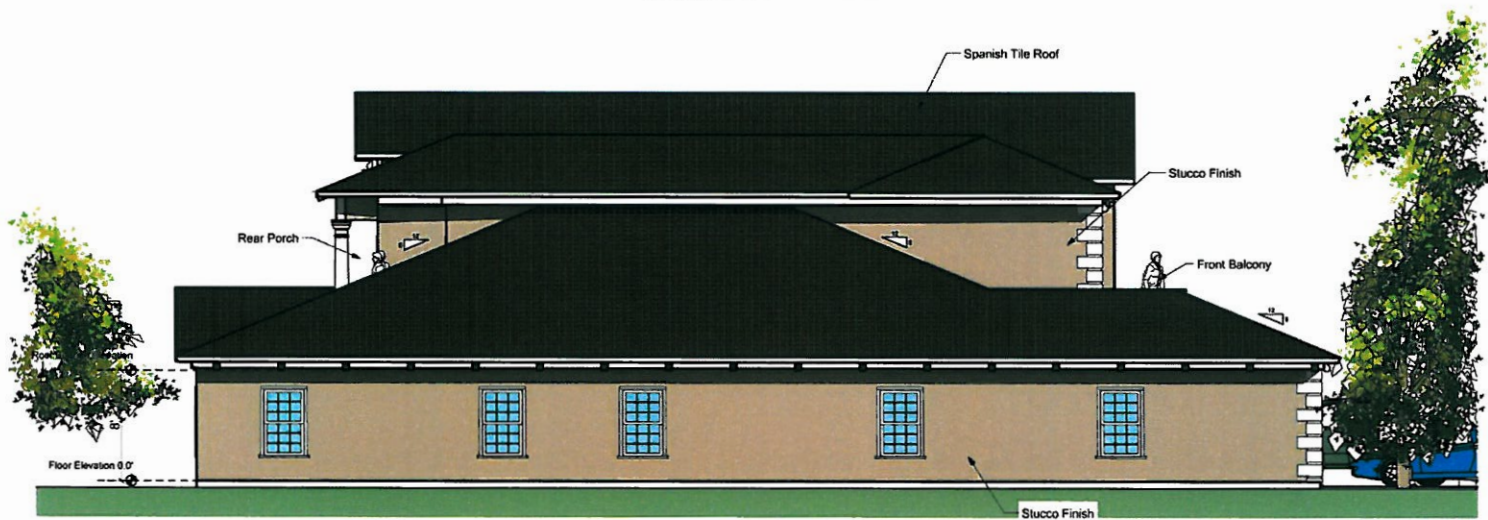
SHEET 2 OF 18



REVISIONS	
Richard Brookfield Architect, LLC File # 4426003248 Brookfield-architect.com P.O. Box 4195 Diamond Beach, FL USA 32175 Ph: (386) 334-3564	
de Sol Townhouses 1737 & 1737 Fern Park Drive Port Orange, Florida	
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DATE: July 3, 2018	
COMB NO: 06400212	
DRAWN BY: R.B.	
SHEET TITLE:	
North Elevation	
SHEET:	
A-006	
OF 18	



East Elevation
SCALE: 1/4" = 1'-0"



West Elevation
SCALE: 1/4" = 1'-0"

REVISIONS

Richard Brookfield Architect, LLC
Fla. Reg. # AC06003246
brookfieldarchitect.com
P.O. Box 4195 Ormond Beach, FL USA 32175
Ph: (386) 334-3584

Fleur de Sol Townhouses
1727 & 1737 Fern Park Drive
Fort Orange, Florida

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DATE
July 3, 2016

COMM NO
06400212

DRAWN BY
R B

SHEET TITLE

East Elevation

SHEET

A-007

OF

SHEET 7 OF 18

Plans Conform to the requirements of the 6th Edition Florida Building Code with adopted supplements.
 Wind Speed 140
 Enclosed Building Type
 Risk Category 2
 Exposure Category C
 Internal Pressure Coefficient = 18
 Wind Importance Factor 1
 Wind Pressures +0.3 1 -0.3 1

Fleur de Sol Townhouses

1727 & 1737 Fern Park Drive
 Port Orange, Florida

6 - Unit Building

Schematic Plans

EXHIBIT 'C'

Table of Contents	
Sheet	Name
A-001	Site Plan
A-002	Foundation Plan
A-003	Foundation Elevation
A-004	Overall 1st Floor Plan
A-005	Overall 2nd Floor Plan
A-006	1st Floor Plan
A-007	2nd Floor Plan
A-008	North Elevation
A-009	East Elevation
A-010	Map Section

REVISIONS

1. 07/03/2018

Richard Brookfield Architect, LLC
 Fla. Reg. # A236003246
 BrookfieldArchitect.com
 P.O. Box 4195 Ormond Beach, FL 32175
 Ph: (386) 334-3564

Fleur de Sol Townhouses
 1727 & 1737 Fern Park Drive
 Port Orange, Florida
 6 Unit Building
 Schematic Plans

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DATE
 July 3, 2018
 COMM NO
 05400212
 DRAWN BY
 R B

SHEET TITLE
 Title Sheet

SHEET
 A-001
 OF
 SHEET 1 OF 20



Front Perspective View

D:\Architects Plans 2018\Shuman Townhouse Plan Book 11\Shuman 8 Unit Townhouse Plan Book155.pht



Front Perspective View 2

REVISIONS

1. 07/03/2018 R.B. 01/2018

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Fleur de Sol Townhouses
1737 & 1737 Fern Park Drive
Port Orange, Florida

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July 3, 2018

COMM. NO.
05400212

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R.B.

SHEET TITLE

Front Perspective
2

SHEET

A-002

OF

SHEET 2 OF 20



South Elevation

SCALE: 3/16" = 1'-0"



North Elevation

SCALE: 3/16" = 1'-0"

REVISIONS

--	--

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Fleur de Sol Townhouses
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DATE July 3, 2018

COMM NO 0540212

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SHEET TITLE

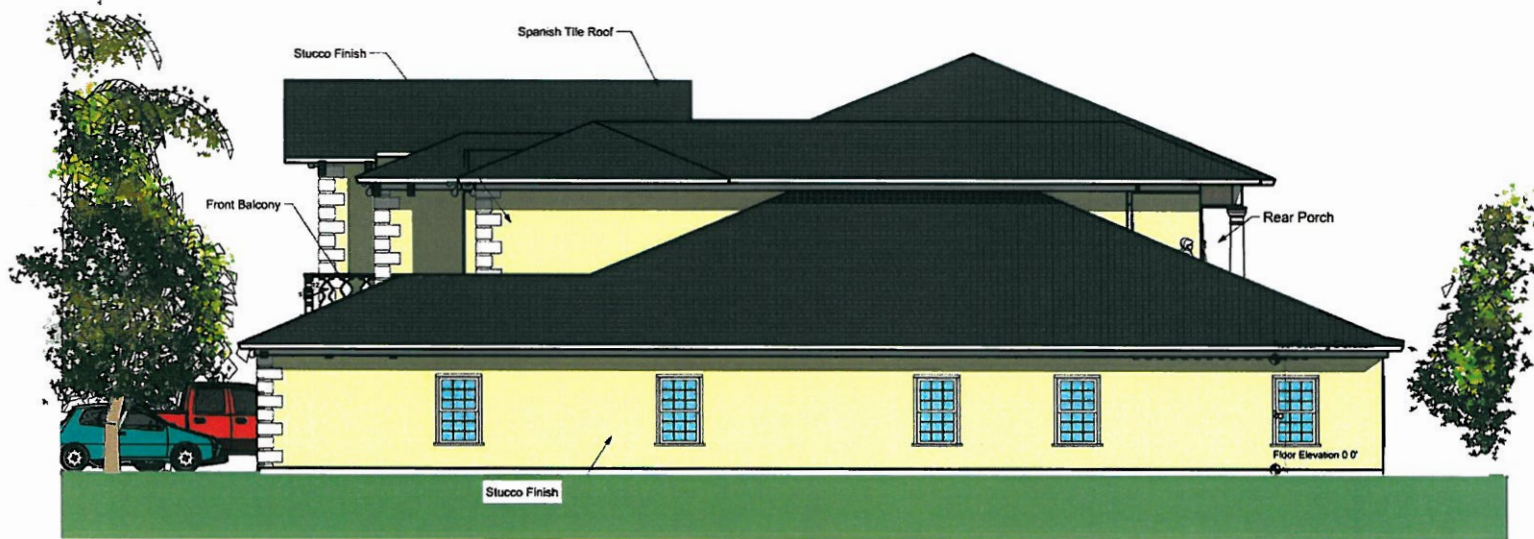
North Elevation

SHEET

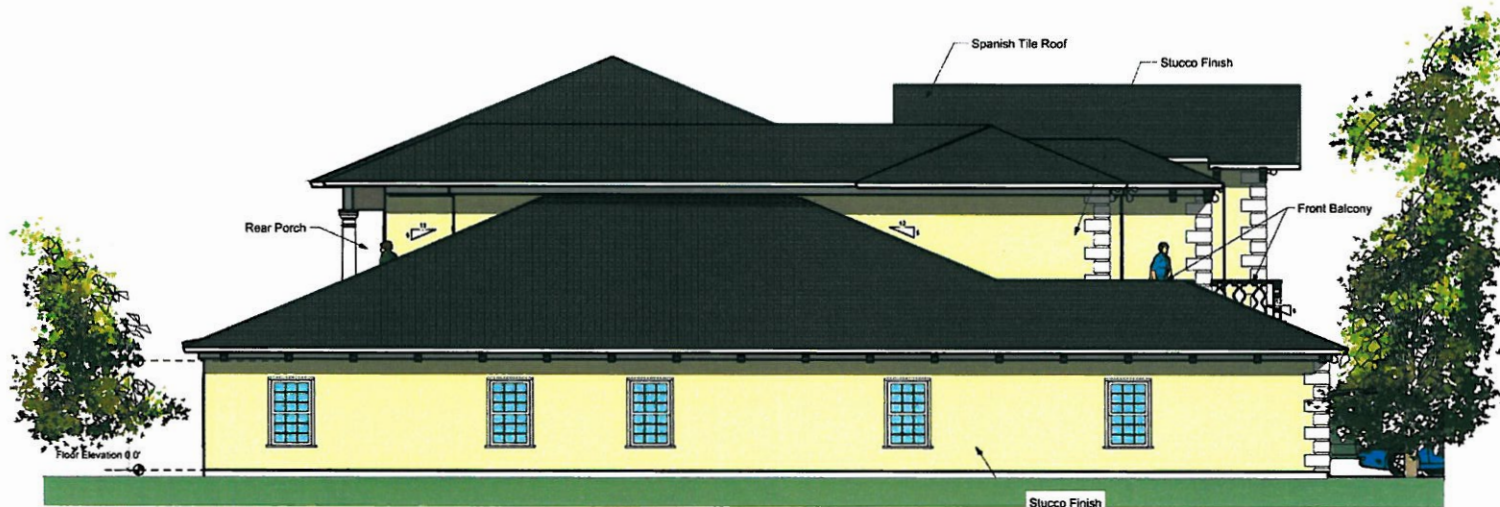
A-008

OF

SHEET 8 OF 20



East Elevation
SCALE: 1/4" = 1'-0"



West Elevation
SCALE: 1/4" = 1'-0"

REVISIONS

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Fleur de Sol Townhouses
1727 & 1737 Fern Park Drive
Port Orange, Florida

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DATE
July 3, 2018

COMM. NO.
05400212

DRAWN BY
N.B.

SHEET TITLE

East Elevation

SHEET

A-009

OF

SHEET 9 OF 20



REVISED STAFF REPORT

PUD Rezoning and Fleur de Sol Master
Development Agreement and Conceptual
Development Plan
CASE NO. 19-65000002

REQUEST:	Rezone ±14.47 acres to Planned Unit Development (PUD) and approve the Fleur de Sol Master Development Agreement (MDA) and Conceptual Development Plan (CDP).
LOCATION:	1727 and 1737 Fern Park Drive
OWNER:	Danielle Garguilo Sahlman
APPLICANT:	Colleen Miles, Land Development Resource Group, LLC
STAFF CONTACT:	Gwen Perney, Planner (386) 506-5673
STAFF RECOMMENDATION:	PUD Rezoning - Approval Fleur de Sol MDA and CDP – Approval subject to approval of a policy consideration
PLANNING COMMISSION:	Recommended Denial (October 24, 2019)
CITY COUNCIL:	November 19, 2019

DISCUSSION

Land Development Resource Group (LDRG), LLC, applicant on behalf of the property owner, requests to rezone ±14.47 acres from Volusia County A-2 (Rural Agriculture) to Planned Unit Development (PUD) and approval of the Fleur de Sol PUD Master Development Agreement (MDA) and Conceptual Development Plan (CDP). The subject property is located on the east side of Taylor Road and Crane Lakes, south of Fern Park Drive (Figure 1 - Location Map). If the PUD is approved, the subject property can be developed as a multi-family residential site consisting of a maximum of 84 townhomes along with associated on-site and off-site improvements.

Figure 1. Location Map



The subject property consists of two parcels, each developed with a single-family home. Access to the property is provided through an unpaved access easement known as Fern Park Drive along the north side of the property. However, as part of this proposed PUD, access will be provided at the signalized intersection at Taylor Road and Crane Lakes Boulevard, through the adjacent parcel to the west and is further discussed later in this report. The Fern Park Drive easement will remain open for access to adjacent properties.

According to the Land Development Code (LDC), the proposed MDA constitutes a zoning document for the subject property, establishing permitted uses and certain development requirements. An MDA and CDP does not grant approval of any specific development itself, but rather establishes parameters for how the property can be developed. The CDP is an exhibit to the proposed MDA that includes the dimension requirements, and general location of buildings, roads, parking, open space, landscape buffers, utilities, and drainage areas.

Specific site development requirements listed in the MDA and LDC, such as the type and location of trees and shrubs in the landscape buffers, location and size of the stormwater pipes, and water and sewer lines, roadway design, and other development requirements are finalized with the site plan. Site plans are typically a 20 to 50-page set of technical documents that are signed and sealed by a licensed engineer and contain extensive engineering and construction details. The site plan for the Fleur de Sol PUD is required to be designed to meet the requirements of the LDC and the proposed MDA. At this time, a site plan has not been submitted.

DEVELOPMENT PROPOSAL

If approved, the Fleur de Sol MDA and the CDP (attached as Exhibit 1) will provide the regulatory framework for the development of the subject property with a maximum of 84 townhome dwelling units. The following discussion will focus on the significant aspects of the proposed MDA and CDP such as general site layout, access, dimensional requirements, landscape buffers, utilities, and drainage areas.

According to the applicant, the Planned Unit Development (PUD) zoning is being proposed to offer a unique housing type to add to the housing choices in Port Orange for residents who are looking for a low-maintenance lifestyle. The applicant states that the Fleur de Sol development will be marketed and targeted for a variety of demographic groups and will provide affordability as well as lessen maintenance responsibilities, leaving a well-kept and diverse small community. Similar to other townhome and PUD communities in Port Orange, an HOA will be responsible for maintaining the exterior of the residential units and surrounding grounds. The applicant also states that the proposed PUD zoning allows for the ability to request flexibility in requirements, such as setbacks and off-site signage, for innovative site design or to achieve a greater public good such as tree preservation. There is one policy consideration from the LDC as part of the proposed Fleur de Sol PUD which is further discussed in the report (see Exhibit 2 - Letter from the applicant).

General Layout

The Conceptual Development Plan (CDP) shows the general layout of the townhome building footprints, stormwater improvements, open space, amenities, tree preservation

areas, sidewalks, and a private driveway to support the proposed development (Figure 2 of the Staff Report and Exhibit B of the MDA).

Figure 2. Proposed Fleur de Sol PUD Conceptual Development Plan



Dimensional Requirements

The proposed MDA provides the dimensional requirements for the multi-family townhome buildings. The proposed building setbacks are based on the R-3L low-density multi-family residential zoning district, a comparable City zoning district that allows for townhomes. The minimum building setbacks will exceed the R-3L requirements on the south and east sides, allowing more room for tree preservation area. The proposed maximum height for the buildings is 35 feet, which is consistent with the allowed maximum building height in the PUD zoning district.

Table 1. Proposed Fleur de Sol PUD Dimensional Requirements

Zoning	North Building Setback	South Building Setback	East Building Setback	West Building Setback	Maximum Building Height	Minimum Open Space	Maximum Building and Impervious Coverage
Proposed Fleur de Sol PUD	25'**	40'	50'	25'	35'	60%	40%
R-3L zoning district	25'	25'	25'	25'	35'	60%	40%
PUD zoning district	*	*	*	*	35'	60%	40%

* For duplex, townhouse and multi-family units, the nearest like district requirements

**There is also a 20' setback off the existing access easement along the north per O.R. 5934, PG 925

Access and Parking

Access to the development will be provided at the signalized intersection at the intersection of Taylor Road and Crane Lakes Boulevard. An access easement will be provided through the adjacent commercially zoned property with frontage on Taylor Road,

known as the Access Property. According to the MDA, an access easement shall be granted to the Fleur de Sol property prior to site plan approval. Fern Park Drive is currently the only access to the subject property which is a 25-foot wide access easement located on the adjacent property to the north. In order to provide improved access to the site, the applicant originally proposed construction of a new 50-foot roadway, parallel to Fern Park Drive, that would have extended from Taylor Road east through the adjacent property to the subject property for access. In reviewing the proposed road design to widen Taylor Road, Volusia County plans to restrict access to Taylor Road as right-in/right-out only for Fern Park Drive which would require all traffic travelling westbound from Port Orange that was accessing this multi-family development to make a U-turn at the intersection of Crane Lakes Boulevard and Taylor Road to access Fern Park Drive. However, due to the unknown timing of the widening of Taylor Road and safety concerns with all traffic travelling to the PUD property, including emergency response vehicles, being required to make a U-turn at the Crane Lakes intersection, the right-in/right-out parallel road would not be feasible or in the best interest to roadway capacity. Staff proposed the applicant move access to the townhome site to the Taylor Road/Crane Lakes Boulevard intersection so traffic entering and exiting the site will be controlled by the traffic light and residents can safely enter/exit the development from either direction. Therefore, access to the townhome development will be through a cross-access agreement with the adjacent property owner (see Figure 2 on Page 3).

The parking requirement for the townhome units in the proposed PUD will meet or exceed the parking requirements in the LDC. According to the proposed architectural renderings, each townhome unit will have a two-car garage and a driveway that can support the parking of two more additional cars, for a total of 4 parking spaces for each townhome unit. In addition to the individual unit parking spaces, visitor parking areas are proposed throughout the development. According to the LDC, the required parking ratio for a townhome unit is 2 spaces per unit, plus 0.25 spaces per unit for visitor parking. Therefore, proposed parking (361 spaces) in the PUD exceeds the parking spaces required (189 spaces) in the LDC for a townhome development.

Traffic

The future site plan will be required to comply with the City's Concurrency Management requirements in the LDC. If the PUD zoning amendment is approved, a traffic study will be required at the time a site plan is reviewed to identify any improvements that may be needed. Similar to other developments within the City, the developer may be required to enter into a Transportation Fair-Share and Concurrency Agreement with the City to pay for part of the scheduled improvements for any impacted areas.

The initial analysis conducted with the proposed Future Land Use amendment (Case No. 19-20000003) for the subject PUD shows an anticipated decrease in the number of daily trips and P.M. peak hour trips with the proposed FLU designation. The anticipated reduction is due to the type of residential dwelling being proposed. According to the Institute of Transportation Engineers (ITE), townhome residential dwelling units have a lower trip generation than single-family dwelling units. ITE states that single-family dwelling units are typically the largest residential dwelling units in size, and typically consist of families that have the most residents and therefore have more vehicles per unit than multi-family residential dwelling units. In addition, families typically take more trips

for recreational and social reasons due to their kids and as a result, the impact on traffic is greater from the development of single-family homes versus multi-family units. According to ITE, recent studies have shown that single-family residents make more trips during the week and weekend than multi-family residents. Based on the ITE Trip Generation Manual, 10th Edition, the proposed townhome development could generate approximately 45 P.M. peak hour trips, and 505 daily trips.

The ITE Trip Generation Manual is nationally recognized by transportation professionals including, transportation engineers, transportation planners, consultants, educators, technologists, and researchers for conducting vehicle trip generation rate analysis studies, determining on-site circulation patterns, performing access management studies, and determining traffic signal timing.

Table 2. Roadway Capacity

Roadway Segment	Maintaining Agency	Adopted Level-of-Service (LOS)	Maximum Capacity	Vehicles per Day	Remaining Capacity	2018 Daily LOS
Taylor Road (Spruce Creek Blvd. to Crane Lakes Blvd.)	Volusia County	E	17,050	11,700	5,350 (31%)	C
Taylor Road (Crane Lakes Blvd. to N. Summer Trees Rd.)	Volusia County	E	17,050	17,350	-300 (-1.76%)	F
Taylor Road (N. Summer Trees Rd. to Williamson Blvd.)	Volusia County	E	37,970	16,030	21,940 (58%)	C

Source: Volusia County 2018 Traffic Counts (most current available data)

At this time, the segment of Taylor Road between Crane Lakes Boulevard and N. Summer Trees Road is slightly above capacity (1.76% above road capacity of 17,350 daily trips). To address capacity for this segment, Volusia County is acquiring right-of-way to widen Taylor Road with the addition of another west bound and east bound travel lane. The widening project is currently on the County's Unfunded Needs List and according to Volusia County, the widening project could receive funding within the next 10-15 years. For all property along Taylor Road, west of N. Summer Trees Road, dedication of land for the ultimate 120-foot right-of-way for Taylor Road may be required for the Access Property. If this segment of Taylor Road is still above capacity at the time this site is developed, the developer will be required to pay into the Fair-Share project to widen the road or make other improvements to increase capacity.

Tree Preservation and Landscaping

The proposed MDA will comply with the landscaping and tree preservation requirements of the City's LDC, such as perimeter landscape buffers, tree preservation, and a screen wall or fence along the north property line. A formal review of the landscaping and tree preservation will occur with the review of the site plan to verify compliance with the proposed MDA and LDC.

The proposed MDA requires a minimum twenty (20) foot wide landscape buffer along the west and north perimeters, and a minimum forty (40) foot wide landscape buffer along the

south and east perimeters. The landscape buffers proposed in the MDA meet or exceed the minimum perimeter buffer requirements in the LDC for the subject property. Additionally, the MDA requires a screen wall or fence be built along the north property line to further screen the rear of the townhomes from the adjacent properties along Fern Park Drive prior to issuance of the first Certificate of Occupancy to occupy the residential townhome units.

An environmental analysis was prepared by Ecological Consulting Solutions, Inc. (ESC) for the project. According to the environmental analysis, there are no protected plant species or wetlands on-site but there is a gopher tortoise burrow. Any subsequent development will be required to comply with all federal, state, regional and local regulations pertaining to the protection and preservation of valuable environmental resources at the time development occurs.

The dominant habitat on the property is upland coniferous forest, composed primarily of slash pine trees with scattered live oak trees. The proposed development includes the preservation of a majority of the specimen trees including the historic oak tree on the PUD property.

Architecture

The townhome units are proposed to be 2-story attached dwellings with garages. A general depiction of the building elevations is provided as an exhibit to the MDA. The townhomes are proposed to be grouped as 4 or 6 units per buildings and meet the architectural requirements in the LDC. The maximum height of the proposed townhomes is 35 feet, which is consistent with the dimensional requirements for the PUD zoning district as well as the R-3L (low-density multi-family residential) zoning district in the LDC.

Figure 4. Proposed Building Elevations for the Townhomes



Potable Water and Sanitary Sewer

The proposed site development will be served by City potable water and sanitary sewer and will comply with the requirements of the City's Land Development Code and proposed MDA for improvements related to potable water and sanitary sewer. A lift station will be required to be constructed by the developer prior to or with the construction of the townhomes. Irrigation will be provided by a private well or wells and will comply with the requirements of the City's LDC.

Stormwater Management

The stormwater drainage infrastructure for this project will be in the form of retention ponds as generally depicted on the CDP. The stormwater drainage design will be reviewed with the submittal of the site plan. Per the City's Land Development Code, the applicant will be required to construct on-site stormwater facilities, designed to accommodate and treat the 25 year, 24-hour storm event, without causing flooding to adjacent properties or polluting the receiving water bodies.

Schools

The Volusia County School District determined that there is adequate school capacity at existing schools for the estimated students anticipated to be generated by the proposed development (Exhibit 5).

POLICY CONSIDERATION

The PUD zoning district allows the applicant to request flexibility from standard code requirements. In order to be eligible for this flexibility, the applicant must provide innovative subdivision or site design. The Planning Commission and City Council will need to consider the following deviation from the LDC requested by the applicant:

Off-Site Signage at Taylor Road:

The applicant is requesting a deviation from the LDC to allow for off-site signage. According to the applicant, the off-site signage is being requested due to the configuration of the proposed development layout. The PUD property does not have direct frontage onto a right-of-way which is unique from a standard townhome development. In order to provide visibility for access into the townhome development, signage is needed along Taylor Road. As stated above, access to the townhomes will be located at the intersection of Taylor Road and Crane Lakes Boulevard, via a driveway located on the adjacent access property. The requested off-site signage would be located within a sign easement on the adjacent property through an agreement between the adjacent property owner and the PUD property owner. The request for a residential development to have off-site signage along a major roadway is similar to the off-site signage request previously approved for the Bella Oaks townhomes and Legacy at Crystal Lake Apartments along Clyde Morris Boulevard. The MDA states the monument sign is required to meet the sign requirements provided in the LDC for multi-family residential signs, which is a 48 square-foot sign, 8 feet in height, with landscaping around the base of the sign and located outside of any visual clearance angles.

COMPATIBILITY WITH SURROUNDING LAND USES AND ZONING

The subject property is surrounded by White Acres Nursery to the north, Gamble Place to the south, single-family to the east, and vacant commercial land to the west. The surrounding existing land uses, Future Land Use designations, and Zoning classifications

are identified in Table 3. The current and proposed Future Land Use (FLU) designation of the subject property and adjacent properties are identified on Exhibit 3. The current and proposed zoning classification of the subject property and adjacent properties are identified on Exhibit 4.

Table 3. Surrounding Land Uses and Zoning

Direction	Existing Land Use	FLU Designation	Zoning District
North	White Acres Nursery	Volusia County Urban Low Intensity	Volusia County A-2 (Rural Agriculture)
South	Gamble Place	Port Orange Conservation	Volusia County Resource Corridor
West	Single-Family	Volusia County Urban Low Intensity	Volusia County A-2 (Rural Agriculture)
East	Low Density Residential	Port Orange Office/Residential Transition	Port Orange Planned Commercial Development

CONSISTENCY WITH COMPREHENSIVE PLAN

The applicant has applied to change the Future Land Use (FLU) designation from Volusia County *Urban Low Intensity* (0.2-4 units/acre) to City of Port Orange *Urban Medium Density Residential* (4-8 units/acre) and to add Policy 2.1.7 to the FLU Element limiting the density of the subject property to 6 units/acre. The proposed rezoning to PUD and the MDA and CDP is consistent with the land use and density allowed by the *Urban Medium Density Residential* FLU designation. The proposed MDA allows a maximum of 84 dwelling units or 5.8 dwelling units/acre and is consistent with the overall density allowed by the proposed *Urban Medium Density Residential* FLU designation and policy limiting the density of the subject property to 6 units/acre.

The City's Comprehensive Plan encourages a mix of land uses to expand housing choices by developing areas of infill or underutilized vacant land within the City [Future Land Use Element, Policy 1.2.4 and 2.3.8]. The proposed Fleur de Sol PUD is considered an infill development of a vacant parcel within the City. The proposed PUD provides a unique housing type to add to the housing choices in Port Orange for residents who are looking for a low-maintenance lifestyle.

SMART GROWTH SUMMARY

The proposed Future Land Use amendment promotes expanded housing choices by developing areas of infill or underutilized vacant land within the City that has access to existing infrastructure and services (water, sewer, roads, schools, etc.) [Future Land Use Element, Policy 1.2.4 and 2.3.8]. The layout of the proposed PUD incorporates the existing historic trees on the property into the design and meets the specimen tree protection requirements of the LDC. The PUD will reserve a minimum of 60% of the property as open space for the enjoyment of the residents within the proposed development. The subject property will connect to the sidewalk network on Taylor Road, by extending the 4-foot wide PUD sidewalk through the access property to Taylor Road along a 24-foot wide access drive, to promote walking and biking to established commercial development, offices, services, multi-modal facilities (sidewalks and bike lanes) along the Taylor Road and Williamson Boulevard corridors. The access property

has a Future Land Use designation of *Office/Residential Transition* which supports office and retail uses which could support this development with goods and services as well as employment opportunities.

PUBLIC NOTICE

A Public Notice sign was posted on the site on June 14, 2019. At the time this agenda item was prepared, there have been calls or other inquiries received from 3 members of the public. The calls were general inquiries asking what was proposed with some concerns regarding traffic and the proposed density. A neighborhood meeting with adjacent residents was held by the applicant on September 23, 2019 where the applicant presented an overview of the project and answered questions from members of the public.

RECOMMENDATION

Staff recommends approval of the request to rezone ±14.47 acres from Volusia County A-2 (Rural Agriculture) to City of Port Orange Planned Unit Development (PUD) and approval of the Fleur de Sol PUD Master Development Agreement (MDA) and Conceptual Development Plan (CDP), subject to:

1. Approval of the Future Land Use amendment (Case No. 19-20000003);
2. City Council direction on the policy consideration discussed in the staff report; and
3. Review and approval of the MDA and CDP by the City Attorney's Office for legal form and content.

ATTACHMENTS

- Exhibit 1 – Proposed Fleur de Sol PUD Master Development Agreement (see Ordinance Exhibit)
- Exhibit 2 – Letter from Applicant
- Exhibit 3 – Current and Proposed Future Land Use Map
- Exhibit 4 – Current and Proposed Zoning Map
- Exhibit 5 – School District Review Letter

EXHIBIT 1 – See Ordinance Exhibit

Exhibit 2



October 2, 2019

Ms. Penelope Cruz, AICP
Planning Manager
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

RE: PUD REZONING/FLEUR DE SOL PLANNED UNIT DEVELOPMENT
CASE NO. 19-65000002
Modification & Benefit Letter

Dear Ms. Cruz:

Land Development Resource Group is pleased to provide planning services for Fleur de Sol Townhomes and their request to develop an eighty-four (84) unit residential development. We are requesting rezoning to a Planned Unit Development and within that request we are asking to modify a section of The City of Port Orange Land Development Code (LDC). Below we have outlined our request and the public benefits that allowing this modification will present.

PUBLIC BENEFITS The proposed request to allow for an eight-four (84) unit townhome development will provide Port Orange with a unique housing choice that enhances the options for existing as well as new residents. Being townhomes, the development lends itself to not only year-round homesteaded residents, but also “snow birds” living in the area for shorter periods of time, thus increasing the tax base.

The Fleur de Sol development will be marketed and targeted for a variety of demographic groups and will provide affordability as well as lessen maintenance responsibilities, leaving a well-kept and diverse small community.

Additionally, with the exceptional planning, we have been able to not only preserve the required amount of trees, but have also preserved a magnificent historic tree with creative site layout and design.

A lift station that will serve both the commercial property as well as this distinctive development has been oversized in order to accommodate other residents of the City and provide better utility service.

The proposed architecture gives a feel of a Mediterranean village with courtyards at the entries and well placed landscaping to provide a garden feel.

MODIFICATIONS With the creative design of the project providing a unified entrance through a signalized intersection, thereby reducing traffic concerns and providing for enhanced life safety, the site signage would have to be placed off-site. We are requesting alleviation from Chapter 15, Signs, to allow for the Fleur de Sol location signage to be placed with the commercial development signage proposed at the intersection of Taylor Road and Crane Lakes Boulevard. Language has been provided in both the Fleur de Sol Master Development Agreement and will be mirrored in the Development Agreement for the proposed commercial development.

We look forward to providing Port Orange with a unique experience with the approval of the Fleur de Sol Townhome PUD and appreciate your consideration.

Sincerely,

Colleen Miles

Colleen Miles
President

Cc: Ms. Danielle Garguilo Sahlman
Mr. Douglas A. Clark

EXHIBIT 3

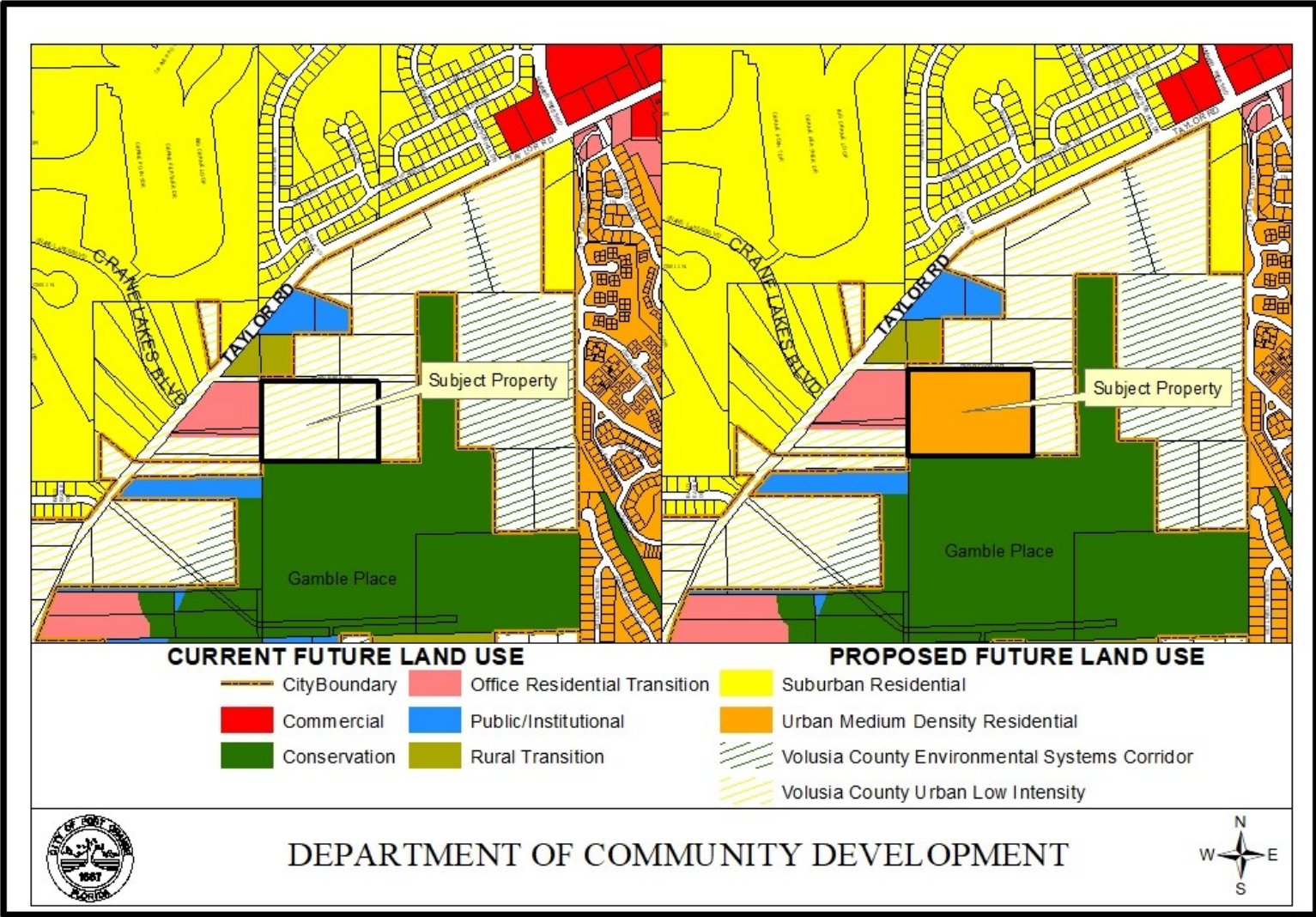


EXHIBIT 4



CURRENT ZONING

- City Boundary
- Agriculture
- Community Commercial
- Government/Public Use
- Interchange Commercial District

- Planned Commercial Development
- Planned Unit Development
- R-8SF Single Family Residential
- Volusia County Resource Corridor

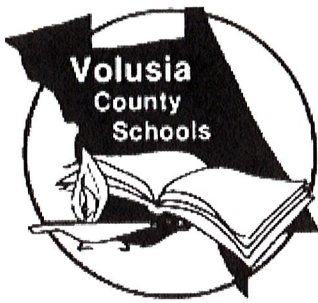
PROPOSED ZONING

- Volusia County Agriculture (A-2)
- Volusia County Resource Corridor
- Volusia County Rural Residential



DEPARTMENT OF COMMUNITY DEVELOPMENT





Mr. James T. Russell
Superintendent of Schools

EXHIBIT 5 FACILITIES SERVICES

3750 Olson Drive, Daytona Beach, Florida 32124
PHONE: 386/734-7190 • FAX:

School Board of Volusia County

Mr. Carl Persis, Chairman
Mrs. Ida D. Wright, Vice-Chairman
Mrs. Linda Cuthbert
Mr. Ruben Colón
Ms. Jamie M. Haynes

School Concurrency Determination Concurrency Letter

26 June 2019

Colleen Miles
Land Development Resource Group
140 South Beach Street, Suite 400
Daytona Beach, FL 32114

RE: Fleur de Sol Townhomes – City of Port Orange
School Concurrency Case #19-04-01-001-R

Dear Ms. Miles,

The District has reviewed the updated information for the residential project known as Fleur de Sol Townhomes. The 14.47 +/- acre project site is located at 1727, 1737 Fern Park Drive, near the intersection of Fern Park and Taylor Road, within the City of Port Orange. Information provided within the school concurrency application indicates the development activity will consist of eighty-four (84) multi-family units.

The district uses a county wide Student Generation Rate (SGR) of (0.127) per multi-family dwelling unit to calculate projected students¹. By applying the SGR to the use types in Table 1 below, we find the project could generate eleven (11) full time students.

Table 1

UNIT TYPE	SGR	UNIT COUNT	STUDENTS GENERATED
Single Family Dwelling Unit	.273	0	0
Multi Family Dwelling Unit	.127	84	10.67
Mobile/ Manufactured Home Dwelling Unit	.047	0	0
	Total		11

The Concurrency Analysis (Table 2) adjusts for impacts to the Concurrency Service Areas (CSAs) by accounting for current school year enrollments, existing reservations at the impacted schools, and the projected students generated by the applicant. These factors give an associated utilization or Level of Service (LOS) percentage for each CSA.

The schools impacted by this development are Sweetwater Elementary, Creekside Middle School, and Spruce Creek High School.

¹ Most recent student generation rates are found in the School Impact Fee Update dated February 19, 2019. Study performed by Tindale Oliver.

Fleur de Sol Townhomes – City of Port Orange
26 June 2019

Concurrency Analysis

Table 2

Schools	Adopted LOS	SY 18/19 Enrollment	Active Reservations	Existing LOS w/ Res	Students Generated by Request	Result LOS
Sweetwater Elementary	115%	680	9	95%	5	96%
Creekside Middle	115%	1170	9	104%	3	104%
Halifax High CSA (Spruce Creek HS)	120%	7499	245	102%	3	102%
Other					0	

The adopted LOS standard at elementary and middle school is (115%) of permanent student stations and (120%) for high school CSAs. This projected increase in students will not exceed the adopted LOS at any school level; therefore, the school district does not have an objection to the proposed site plan. Minimum planning considerations should include pedestrian and vehicular access, safety, connectivity, and buffering.

Please note that the School Board has the right to adjust the attendance boundaries to balance the student enrollment populations at these area schools. Therefore, students generated from this project may not attend the current assigned schools.

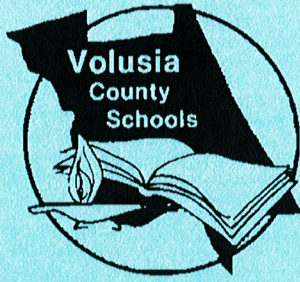
If you should have additional questions or require more information, please feel free to contact me at extension 50810.

Sincerely,

Eric A. Kozielski 26 JUN 2019

Eric A. Kozielski
Planning & GIS Specialist

Cc: James Russell, Superintendent of Schools
Penelope Cruz, City of Port Orange
Brad Bauknecht PE, Newkirk Engineering
Kiersta Hill, VCSB Planning Services
Project File



Certificate of School Concurrency

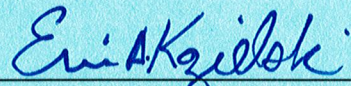
Volusia County School Board

Project Information	
Project Name	Fleur Del Sol
VCSB Project #	19-04-01-001-R
Jurisdiction Project#	
Parcel ID Numbers:	6319-0000-0170; 6319-0000-0180
Project Location:	1727 & 1737 Fern Park Drive
# of residential units:	84
Residential Unit Type:	Multi-family TWNHM
Property Owners:	Danielle Garguilo
Applicant/Agent Name:	Colleen Miles/ Land Resource Development Group

This School Concurrency Certificate shall reserve student stations for the above referenced project and shall confirm that said project meets the School Concurrency requirements of the adopted Interlocal Agreement for Public School Facility Planning.

School Concurrency Analysis					
School Levels:	Elementary	Middle	High	Other	Total Student Stations Reserved
Students Generated	5	3	3	0	11
Comments: This certificate is required to be included with the building permit submittal(s) as proof of school concurrency.					

This concurrency reservation shall expire two (2) years from the date of issuance of this certificate.



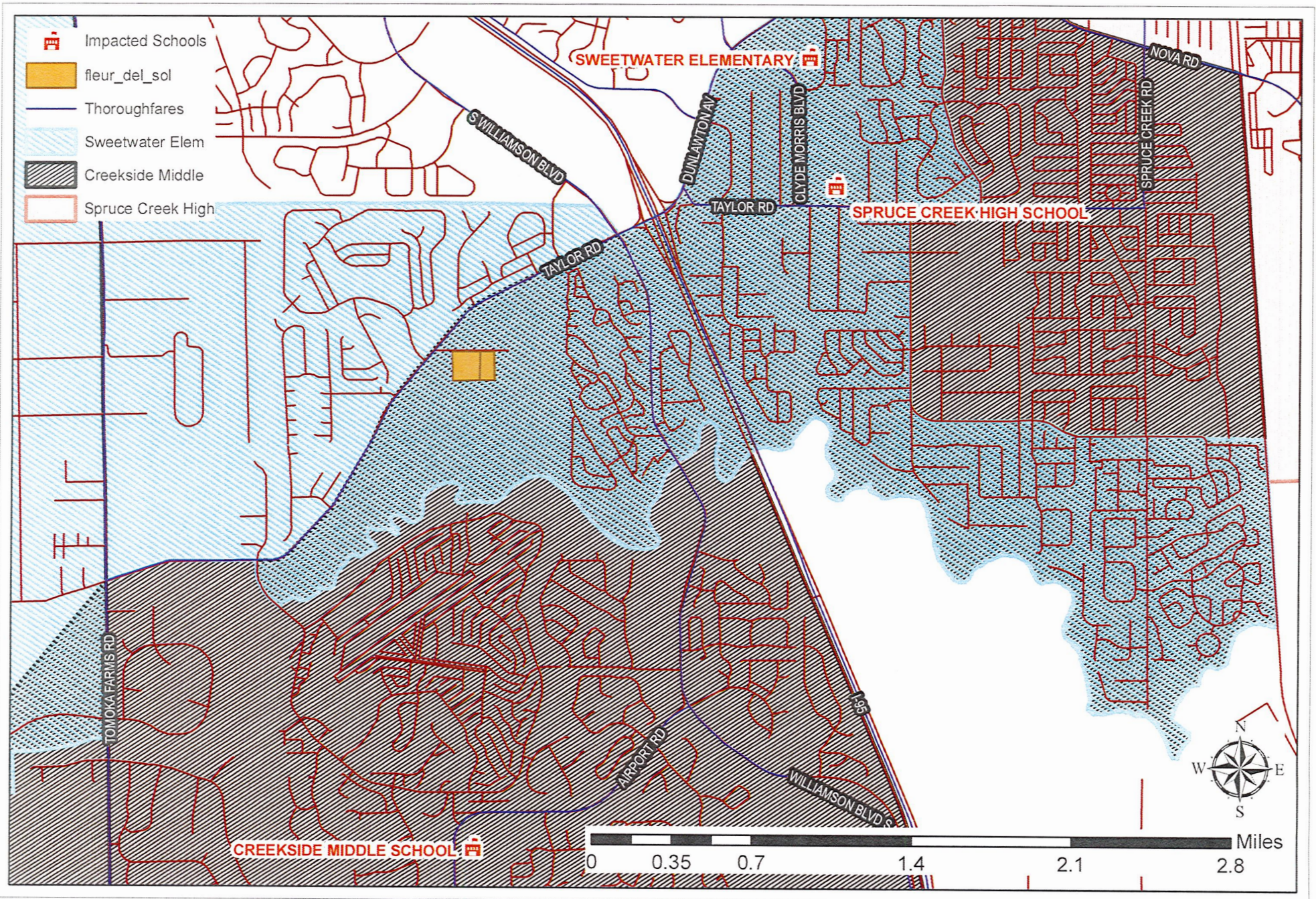
Eric Kozielski
Planning and GIS Specialist

26JUNE2019
Issue Date

VCSB Schools Impacted by Development Proposal

School Concurrency Review - Fleur Del Sol

Created by Facilities Services
JUN2019





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 1/21/2020

Consent item: No

SUBJECT: (G17) First Reading - Ordinance No. 2020-1 - 16th Amendment to the Countryside Planned Unit Development Master Development Agreement (Case No. 19-40000007)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2020-1, the 16th Amendment to the Countryside Planned Unit Development Master Development Agreement.

SUMMARY: Planning Commission Action (12/19/19): Recommended Approval

The applicant, requests approval to amend the Master Development Agreement (MDA) for the Countryside Planned Unit Development (PUD). The proposed 16th Amendment to Countryside MDA would only apply to the +/- 1.7-acre property located between Coastal Grill restaurant and Chili's restaurant, south of Dunlawton Avenue and north of Butterfly Boulevard. The uses currently permitted on the subject property include, restaurants, banks, offices, and specialty retail shops, such as a bookstore, florist, jewelry store, and pet store. The proposed 16th Amendment to Countryside MDA is to expand the limited specialty retail shop uses currently permitted on the property and allow all retail sales and services uses as allowed by the Land Development Code (LDC), to assist with the infill redevelopment of the existing multi-tenant building located at 1090 Dunlawton Avenue. If the 16th Amendment is approved, the intent is to build-out a vacant tenant space in the existing multi-tenant building as a medical marijuana dispensary.

In June 2017, the Governor signed into law legislation for uses related to medical marijuana. The state law for medical marijuana preempts local government regulation of medical marijuana treatment centers with dispensing facilities (medical marijuana dispensaries) along with the cultivation and processing of marijuana. Florida Statutes requires that a local government either ban a medical marijuana dispensary or treat them the same as a retail pharmacy. The LDC allows medical marijuana dispensaries anywhere that a retail pharmacy use is allowed (retail sales and services), subject to the 500-foot separation requirement from a public or private elementary, middle, or secondary school as required in Florida Statutes §381.986. As part of the review for the 16th MDA amendment, staff verified that the subject property meets the required 500-foot separation requirement from a public or private elementary school, middle school, or secondary school.

The staff report is attached for more details.

Project No.: Funding Account No.:

Presenter: Penelope Cruz

ATTACHMENTS:

1.	Ordinance No. 2020-1 with exhibits	Ord No 2020-1.pdf
2.	Staff Report	CC Staff Report_Countryside PUD 16th Amendment.pdf

Penelope Cruz
Tim Burman
Shannon Balmer
Jake Johansson
Robin Fenwick

Created/Initiated - 12/31/2019
Approved - 12/31/2019
Approved - 1/8/2020
Approved - 1/9/2020
Final Approval - 1/9/2020

ORDINANCE NO. 2020-1

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE SIXTEENTH AMENDMENT TO THE COUNTRYSIDE PLANNED UNIT DEVELOPMENT MASTER LAND USE PLAN FOR APPROXIMATELY +/-1.7 ACRES LOCATED AT 1090 DUNLAWTON AVENUE; PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City and Developer desire to enter into the Sixteenth Amendment to the Countryside Master Land Use Plan (now typically referred to as a Master Development Agreement “MDA” and Conceptual Development Plan “CDP”); (hereinafter referred to as the “Sixteenth Amendment”); and

WHEREAS, the Developer submitted a request to the Planning Commission to approve the Sixteenth Amendment; and

WHEREAS, a public hearing was held following public notice as prescribed by ordinance; and

WHEREAS, the Planning Commission has considered and forwarded a recommendation to the City Council regarding the proposed Sixteenth Amendment; and

WHEREAS, the City Council has approved by a majority vote of the members present the approval of the Sixteenth Amendment.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The City Council of the City of Port Orange does hereby approve the Sixteenth Amendment (attached hereto as **Exhibit “1”**).

Section 2. The Mayor and City Clerk are hereby authorized to execute said Sixteenth Amendment.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 5. This ordinance shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of _____, 2020

Passed and adopted on second and final reading on the day of _____, 2020

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

Exhibit 1

This Instrument Prepared By:
Tara L. Tedrow
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 N. Eola Drive
Orlando, FL 32801

THIS SIXTEENTH AMENDMENT TO COUNTRYSIDE PLANNED UNIT DEVELOPMENT MASTER LAND USE PLAN

THIS SIXTEENTH AMENDMENT TO COUNTRYSIDE PLANNED UNIT DEVELOPMENT MASTER LAND USE PLAN (this “Sixteenth Amendment”) is entered into by and between the City of Port Orange, a Florida municipal corporation whose address is 1000 City Center Circle, Port Orange, FL 32129 (the “City”), and Clermont Synergy, LLC, a Florida limited liability company whose address is 2345 W. Sand Lake Road, Suite 100, Orlando, FL 32809 (the “Owner”), and constitutes the sixteenth amendment to the Countryside Planned Unit Development Agreement.

WHEREAS, the City originally approved the Countryside Planned Unit Development Agreement recorded December 14, 1981, in the Official Records Book 2317, Page 1531, Public Records of Volusia County, Florida which was subsequently amended, most recently in that certain Fifteenth Amendment recorded at Official Records Book 7446, Page 4941, in the Public Records of Volusia County, Florida (collectively, the “PUD Agreement”);

WHEREAS, the Owner is the owner of certain real property (the “Subject Property”) located in Port Orange, Florida more particularly described Exhibit “A” which is the only property affected by this Sixteenth Amendment;

WHEREAS, the PUD Agreement included Exhibit “B”, which contained a list of “Table of Permitted Uses and Dimensional Requirements” outlining those uses permitted in the PUD, including on the Subject Property;

WHEREAS, part of the amendments to the PUD Agreement included that certain Fifth Amendment recorded at Official Records Book 4610, Pages 2384-2394, in the Public Records of Volusia County, Florida, and that certain Seventh Amendment recorded at Official Records Book 4444, Page 2162, in the Public Records of Volusia County, Florida, both of which amended the permitted uses for the PUD as they relate to the Subject Property;

WHEREAS, the Owner desires to amend Exhibit “B” to add Retail Sales and Services, which includes Retail Pharmacy, as permitted uses on the Subject Property;

WHEREAS, the proposed changes are consistent with the City of Port Orange Comprehensive Plan and Land Development Code.

NOW, THEREFORE, the City, and the Owner hereby agree, in consideration of mutual premises and covenants contained herein, and with the intent to be legally bound and to bind their successors and assigns to the following:

1. The recitals stated above are true and correct and are incorporated herein by reference.
2. This Sixteenth Amendment to the PUD Agreement further amends Exhibit “B” “Table of Permitted Uses and Dimensional Requirements” to permit Retail Sales and Services, which includes Retail Pharmacy, as permitted uses on the Subject Property.
3. This Sixteenth Amendment, the PUD Agreement, as previously amended and all applicable City ordinances, resolutions and regulations in effect at the time of development of the Subject Property shall govern the development unless they are in conflict with the terms and provisions of this Amendment. In that event, this Amendment shall control, in case of any conflict between the terms of this Sixteenth Amendment and the exhibits to or terms contained in the PUD Agreement as amended, the terms and exhibits contained in this Sixteenth Amendment shall control. The Owner agrees to be bound by all other applicable City ordinances, resolutions and regulations that are not in conflict with or contrary to the terms and exhibits of this Sixteenth Amendment or the PUD Agreement as amended.
4. This Sixteenth Amendment shall be recorded in the Public Records of Volusia County Florida. The provisions of the Sixteenth Amendment shall inure to the benefit of the parties hereto and the Subject Property, and shall be binding upon any person, firm or corporation that may become a subsequent owner, successor in interest or assign, directly or indirectly, of the Subject Property or any portion thereof.
5. In the event of any claim, action, litigation or proceeding under this Sixteenth Amendment, venue shall be in Volusia County, Florida and no other location, and the prevailing party shall be entitled to an award of reasonable attorney’s fees and costs.
6. If any provision of the Sixteenth Amendment is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding shall not affect the validity or enforceability of any other provision of this Sixteenth Amendment.
7. This Sixteenth Amendment represents the complete understanding by and between the parties with respect to the development of the Subject Property. All other terms and provisions of the PUD Agreement shall remain in full force and effect to the extent not otherwise modified by, or in conflict with, this Sixteenth Amendment.

[signatures on following pages]

IN WITNESS WHEREOF, the parties have accepted this Sixteenth Amendment, by and through their duly authorized representatives, on the dates indicated below.

WITNESSES:

CLERMONT SYNERGY, LLC, a Florida
limited liability company

Name: _____

By: _____
Name: _____
Title: _____

Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 20____, by _____, as _____ of Clermont Synergy, LLC, a Florida limited liability company, who acknowledges that he/she is duly authorized to execute the foregoing agreement on behalf of said entity. He/She is personally known to me.

Notary Public, State of Florida at Large
*Printed, typed or stamped name, commission and
expiration of commission term*

WITNESSES:

CITY OF PORT ORANGE, a Florida
Municipal Corporation.

Name: _____

By: _____
Donald O. Burnette, Mayor

Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this _____ day of _____, 20____, by Donald O. Burnette, Mayor of the City of Port Orange, Florida, a chartered municipal corporation, who acknowledges that he is duly authorized to execute the foregoing agreement on behalf of the City. He is personally known to me.

Notary Public, State of Florida at Large
*Printed, typed or stamped name, commission and
expiration of commission term*

Attest:

Name: _____

Robin L. Fenwick, City Clerk

Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this _____ day of _____, 20____, by Robin L. Fenwick, as City Clerk, of the City of Port Orange, Florida, a chartered municipal corporation, who acknowledges that she is duly authorized to execute the foregoing agreement on behalf of the City. She is personally known to me.

Notary Public, State of Florida at Large
*Printed, typed or stamped name, commission and
expiration of commission term*

Exhibit "A"

THE EAST ½ OF LOT 22 AND LOTS 23 THROUGH 35, INCLUSIVE, OF COUNTRYSIDE COMMERCIAL CENTER UNIT IV, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 40, PAGE 160, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.



STAFF REPORT

16th AMENDMENT TO THE COUNTRYSIDE PLANNED UNIT
DEVELOPMENT MASTER DEVELOPMENT AGREEMENT
CASE NO. 19-40000007

REQUEST:	Amend the Master Development Agreement (MDA) for the Countryside Planned Unit Development (PUD) to allow all retail sales and services uses, which includes retail pharmacy as a permitted use.
PROPERTY OWNER:	Clermont Synergy, LLC
APPLICANT:	Jeffrey Buak, Esq.
LOCATION:	1090 Dunlawton Ave.
STAFF CONTACT:	Briana Conlan-King, Senior Planner (386) 506-5676
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION DATE:	Recommended Approval (December 19, 2019)
CITY COUNCIL DATE:	January 21, 2020

DISCUSSION

The subject property is currently zoned Planned Unit Development (PUD) and is part of the Countryside PUD. The Countryside PUD was approved in 1981 and established as a +/- 400 acre mixed-used development. Since 1981, the Countryside PUD has been amended fifteen times over 38 years. The proposed 16th Amendment (Exhibit 1) to the Countryside PUD Master Development Agreement (MDA) would only apply to the +/- 1.7-acre property located between Coastal Grill restaurant and Chili's restaurant, south of Dunlawton Avenue and north of Butterfly Boulevard (Figure 1). The subject property currently permits uses that include, restaurants, banks, and offices, and specialty retail shops, such as a bookstore, florist, jewelry store, and pet store. The proposed amendment is to expand the limited specialty retail shop uses currently permitted on the property and allow all retail sales and services uses as allowed by the Land Development Code (LDC).

Figure 1 - Location Map



Map created by the City of Port Orange Community Development Department

The subject property is currently regulated by the Countryside Master Development Agreement (MDA), Countryside MDA 5th Amendment (approved in 1996), Countryside MDA 7th Amendment (approved in 1999) and the Land Development Code. The 5th and 7th Amendments to the Countryside MDA provide the permitted uses for the subject property. The 5th and 7th Amendments provide limited permitted retail uses allowed on the subject property, which include a specific defined list of “specialty shops” (Exhibit 2). The applicant is requesting to expand the limited specialty shop retail uses currently permitted to allow all retail sales and service uses, including retail pharmacies, as permitted under the LDC, to assist with the infill redevelopment of the existing multi-tenant building. The applicant states that it is difficult to predict future development options on the subject property, and if the retail uses allowed on the property are limited, it limits redevelopment options for the site.

The retail sales and service use is defined in the LDC as establishments that sell products and services to the public for personal or household consumption, including but not limited to, beauty/barber shop, laundry and dry cleaning store, clothing stores, home electronic equipment, food/grocery stores, retail pharmacy, and sporting goods, etc. Any future redevelopment of the site and/or building will require development applications to ensure the site and/or building meet current standards, including, but not limited to, stormwater, traffic generation, landscaping, tree preservation, architecture, ADA, interior retrofit, and modifications to the parking lot, in accordance with the City standards in the Land Development Code (LDC), Florida Building Code (FBC), Florida Statutes and National Fire Prevention Association (NFPA).

According to the applicant, if the 16th Amendment is approved, the intent is to buildout a vacant tenant space in the existing multi-tenant building as a medical marijuana dispensary. The other tenant space in the multi-tenant building is currently occupied by Adams, Cameron & Co. Realtors. A building permit application for proposed interior tenant improvements for the medical marijuana dispensary is currently under review, and final approval of the building permit is pending approval of the proposed MDA amendment. Prior to the issuance of the building permit for tenant improvements, all site and building improvements are required to comply with the City’s Land Development Code, Florida Building Code (FBC) and all Florida Statutes §381.986 (Exhibit 3), including the required licensure and security system medical marijuana dispensary.

In June 2017, the Governor signed into law legislation for uses related to medical marijuana. The state law for medical marijuana preempts local government regulation of medical marijuana treatment centers with dispensing facilities (medical marijuana dispensaries) along with the cultivation and processing of marijuana. Florida Statutes requires that a local government either ban a medical marijuana dispensary or treat them the same as a retail pharmacy. In 2017, the City Council adopted Ordinance 2017-28, which amended the LDC definition of retail pharmacy to include medical marijuana treatment center dispensing facility operating in accordance with state law, and the LDC allows the retail pharmacy use in any location that allows retail sales and services as a permitted use. Therefore, according to the Port Orange LDC, a medical marijuana dispensary is also permitted in any conventional commercial zoning district, Planned Unit Development (PUD), and Planned Commercial Development (PCD) that allows retail sales and services, subject to the 500-foot separation requirement from a public or private elementary school, middle school, or secondary school in §381.986 Florida Statutes (Exhibit 3). As part of the review for the 16th MDA amendment, staff verified that the subject property meets the required 500-foot separation requirement from a public or private elementary school, middle school, or secondary school.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

The subject property is designated Office/Residential Transition (ORT) on the City’s Future Land Use (FLU) Map. The ORT designation is a mixed-use designation that allows for commercial uses and provides a buffer between areas of high- and low-intensity uses, especially between low-density residential areas and higher intensity commercial nodes, and is intended to provide for an

appropriate mix of uses along arterial roadways. Commercial land uses are those that provide for the retail sale of items and services to the general public. These areas consist of shopping centers, retail stores, restaurants, and similar uses. The addition of the retail sales and service use in the proposed amendment does not change the FLU designation for the property and is consistent with the general intent of the Comprehensive Plan.

PUBLIC NOTICE

A Public Notice sign was posted on the site on November 15, 2019. At the time this agenda item was prepared, staff has received one (1) phone call requesting general information regarding the proposed amendment.

RECOMMENDATION

Staff recommends approval of the 16th Amendment to the Master Development Agreement (MDA) for the Countryside Planned Unit Development (PUD).

ATTACHMENTS

- Exhibit 1 – 16th Amendment to the Countryside Planned Unit Development MDA (See Ordinance Exhibit)
- Exhibit 2 – Current Permitted Uses (Countryside PUD MDA 5th & 7th Amendments)
- Exhibit 3 – §381.986 Florida Statutes Medical Marijuana Treatment Center Compliance Requirements

5th Amendment**EXHIBIT "B"****TABLE OF PERMITTED USES AND DIMENSIONAL REQUIREMENTS****I. Permitted Uses.**

Restaurants (no drive-thrus permitted)
Banks
Business Services
Financial Services
Offices
Personal Services *
Medical Offices/Clinics
Fleet-based Services
Funeral Homes
Veterinary Clinics
Xerographic and Offset Printing
Child Care Centers *
Office Supplies *

Specialty Shops defined as follows:

Specialty shops shall be permitted for development on one (1) parcel only. Individual shops shall not exceed 5,000 square feet gross floor area. Multi-tenant developments comprised of more than one (1) specialty shop shall be limited to no more than 10,000 square feet of gross floor area. Specialty shops may include the following:

Apparel and/or Shoe Store
Art Supply Store
Audio/Video Sales
Bicycle Sales
Book/Stationary Store
Camera/Photography Store
Florist Shop
Food Product Stores: Bakery, Candies,
Nuts, Dairy, Delicatessen, Meat, Seafood, and
Produce
Furniture/Home Furnishings
Hobby/Toy/Craft Store
Jewelry Store
Musical Instrument/Supply
Optician/Optical Supplies
Paint and Wallpaper
Pet Shop
Radio and TV Sales
Sporting Goods Store

- * These uses shall comply with the Special Development Criteria prescribed by Chapter 18 of the Port Orange Land Development Code.

7th Amendment

part hereof; and (iii) the exterior building improvements described in the Design shall be initially constructed in a single construction phase, rather than as a multi-phase project. Multi-tenant developments comprised of more than one specialty shop shall be limited to no more than 10,000 square feet of gross floor area. Specialty shops may include the following:

- Apparel and/or Shoe Store
- Art Supply Store
- Audio/Video Sales
- Bicycle Sales
- Book/Stationary Store
- Camera/Photography Store
- Florist Shop
- Food Product Stores: Bakery, Candies
- Nuts, Dairy, Delicatessen, Meat, Seafood, and Produce
- Furniture/Home Furnishings
- Hobby/Toy/Craft Store
- Jewelry Store
- Musical Instrument/Supply
- Optician/Optical Supplies
- Paint and Wallpaper
- Pet Shop
- Radio and TV Sales
- Sporting Goods Store

In case of a conflict between Exhibit "B" of the Fifth Amendment and the revision to Paragraph I of Exhibit "B" set forth in this Section, the revision set forth in this Section shall govern.

4. This Seventh Amendment shall be recorded in the Public Records of Volusia County, Florida. The provisions of this Seventh Amendment shall constitute covenants running with the land. This Seventh Amendment shall inure to the benefit of the parties hereto and the subject property, and shall be binding upon any person, firm, or corporation that may become a subsequent owner, successor in interest or assign, directly or indirectly, of the subject property or any portion thereof.

5. In the event of any claim, action, litigation or proceeding under this Seventh Amendment, venue shall be in Volusia County, Florida, and no other location, and the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.

6. If any provision of this Seventh Amendment is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding shall not affect the validity or

Exhibit 3

§381.986 Florida Statutes Medical Marijuana Treatment Center Compliance Requirements

- Proof of being a licensed and approved Medical Marijuana Treatment Center per the State of Florida [§381.986 Florida Statutes].
- Proof of compliance with the following:
 - 1) The tenant space is designed to maintain a fully operational security alarm system that secures all entry points and perimeter windows and is equipped with motion detectors; pressure switches; and duress, panic, and hold-up alarms; and
 - 2) A video surveillance system that records continuously 24 hours a day and meets the following criteria:
 - a. Cameras are fixed in a place that allows for the clear identification of persons and activities in controlled areas of the premises. Controlled areas include grow rooms, processing rooms, storage rooms, disposal rooms or areas, and point-of-sale rooms.
 - b. Cameras are fixed in entrances and exits to the premises, which shall record from both indoor and outdoor, or ingress and egress, vantage points.
 - c. Recorded images must clearly and accurately display the time and date.
 - d. Retain video surveillance recordings for at least 45 days or longer upon the request of a law enforcement agency.

Exhibit 3

§381.986 F.S. 500-foot Separation Requirement

