



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

MARCH 17, 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 Mike Swingle of First Baptist Church of Harbor Oaks
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. March 3, 2020 - Regular City Council Meeting
7. Bid Awards and Contract Items
 - a. Intent to Award ITB #20-02 - Garnsey Water Treatment Plant Filter Media Placement to Intercounty Engineering, Inc.
 - b. Intent to Award ITB #19-30 REBID for Scanning Services to Advanced Data Solutions, Inc.
 - c. Approval of the Memorandum of Understanding (MOU) with National Association of Government Employees (NAGE)
 - d. Approval of Memorandum of Understanding (MOU) with the International Association of Fire Fighters (IAFF)
8. Resolution No. 20-7 - Florida Inland Navigation District Grant Application- Design of Water Related Features for South Portion of Riverwalk Park
9. Resolution No. 20-8 - Appropriate Fund Balance from Water and Sewer Fund (401) to cover River Water Main Repairs - Project URP011

10. Resolution No. 20-9 - General Fund - Revenue - Tree Mitigation and FDLE JAG Grant
11. Resolution No. 20-10 - Appropriate Fund Balance (Funds 301 and 312) to purchase property located at 4190 Spruce Creek Rd
12. Resolution No. 20-11 - Quit-Claim Deed - Overlook Trail Frontage
13. Approval of Major Special Event Request - 2020 Special Olympics Florida Law Enforcement Torch Run, hosted by the Port Orange Police Department
14. Acceptance of an Ambulance Donation from Edgewater Fire Department

C. EASTPORT CRA MEETING

D. TOWN CENTER CRA MEETING

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

F. COUNCIL COMMENTS

15. Comments/Concerns from Council Members

G. SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

16. Proclamation for Government Finance Professionals Week

H. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

17. Citizen Advisory Committee for TPO
18. Fire Pension Board Trustee Reappointment of Chris Taylor as the Fifth Member

I. PUBLIC HEARING

19. Second Reading - Ordinance No. 2020-4 - Ex Officio Duties of City Council
20. First Reading - Ordinance No. 2020-5 - Small-Scale Comprehensive Plan Ordinance Amendment/Journey's End Planned Commercial Development - Trip Cap Removal (Case No. 19-20000006)
21. First Reading - Ordinance No. 2020-6 - Fourth Amendment to the Master Development Agreement and Conceptual Development Plan for the Journey's End Planned Commercial Development (Case No. 19-40000006)
22. First Reading - Ordinance No. 2020-7 - LDC Amendment/Chapter 2, 12, and 17 - PC-A Workplace District - Senior Independent Living Community (Case No. 20-25000001)
23. Special Exception for private recreational facility in the Floodplain-Conservation (F-C) zoning district (Case No. 20-70000001)
24. Economic Incentive Agreement with Dunlawton Village, LLC (Dunlawton Village)

J. REGULAR AGENDA

25. Authorization to submit the proposed project list for the River to Sea TPO 2020 Transportation Improvement Program Priority List

26. Approval of Task Authorization No. 16 for Consumptive Use Permit Services with Kimley Horn & Associates (CA4621)

K. ADDITIONAL ITEMS

27. City Attorney

28. City Manager

L. COUNCIL COMMITTEE REPORTS

29. City Council Committee Reports

a. First Step Shelter

b. Port Orange/South Daytona Chamber of Commerce

c. Roundtable of Elected Officials

M. ADJOURNMENT

NOTICES — PURSUANT TO SECTION 286.0105 OF THE FLORIDA STATUTES, IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE DECISION MAKER WITH RESPECT TO ANY MATTER CONSIDERED AT THIS PUBLIC MEETING OR HEARING, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT, FOR SUCH PURPOSE, SUCH PERSON MAY NEED 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. THE CITY DOES NOT PREPARE OR PROVIDE SUCH A RECORD.



FOR SPECIAL ACCOMMODATIONS, PLEASE NOTIFY THE CITY CLERK'S OFFICE (PHONE: 386-506-5563) 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 OR HEARING DATE.



HELP FOR THE HEARING IMPAIRED IS AVAILABLE THROUGH THE ASSISTIVE LISTENING SYSTEM RECEIVERS CAN BE OBTAINED FROM THE CITY CLERKS' OFFICE.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), 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, 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 OR HEARING DATE. IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 7-1-1 or 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

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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
MARCH 3, 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 Pastor Nathan Buker of Victorious Life 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
	Also Present:	City Manager Jake Johansson City Attorney Matthew Jones City Clerk Robin Fenwick

CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only

There were none.

5. Agenda Approval

There were no changes requested by Council.

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

6. Approval of Minutes

a. February 18, 2020 - Regular City Council Meeting

7. Bid Awards and Contract Items

a. Intent to Award ITB #20-03 to Castus Corp. for Purchase of Link Electronics ACE2000 Automated Closed Captioning Appliance

8. Resolution No. 20-6 - Supporting the Daytona Tortugas

Motion to approve the Consent Agenda as presented was made by Vice Mayor Drew Bastian and Seconded by Council

Member Chase Tramont. Motion carried
unanimously by roll call vote.

Council recessed at 6:32 p.m. to hold the Special Meeting of the Port Orange Property Development, Inc.

PORT ORANGE PROPERTY DEVELOPMENT, INC. SPECIAL MEETING

9. Site Plan for the Parking Lot Expansion at Palmer College of Chiropractic Campus

10. Site Plan and Architecture Design for Building #4 on the Palmer College of Chiropractic Campus

Minutes for the Port Orange Property Development, Inc. meeting are under separate cover.

CITIZEN PARTICIPATION (Non-Agenda – 20 minutes)

There were none.

COUNCIL COMMENTS

11. Comments/Concerns from Council Members

Council Member Chase Tramont recognized the passing of Joe McKinney who was a long time Port Orange citizen and volunteer in the community.

Council Member Marilyn Ford asked Council to reconsider the City's sign code. Council agreed to discuss this topic at a future meeting.

SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

12. Annual Report from Port Orange Community Trust

Terry Fedea, President of the Port Orange Community Trust Board of Directors, and Jennifer Marano, Executive Director, provided the annual report of the Board and invited all to attend the Spring Food and Brew Fest on March 26-29, 2020 at City Center.

BOARD APPOINTMENTS, INTERVIEWS, REPORTS

13. Police Pension Board Appointment

Motion to re-appoint Brian Cobb to the
Police Pension Board was made by Vice
Mayor Drew Bastian and Seconded by

Council Member Scott Stiltner. Motion
carried unanimously by voice vote.

REGULAR AGENDA

14. First Reading - Ordinance No. 2020-4 - Ex Officio Duties of City Council

Mayor Don Burnette read Ordinance No. 2020-4.

ORDINANCE NO. 2020-4

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING CHAPTER 2, ARTICLE II OF THE CODE OF ORDINANCES TO ESTABLISH SECTION 2-33 PROVIDING FOR THE EX OFFICIO DUTIES OF CITY COUNCIL; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2020-4 was made by Vice Mayor Drew Bastian and Seconded by Council Member Chase Tramont.

Matthew Jones, City Attorney, explained the need for the ordinance based on Florida Law and the Attorney General's Opinion.

Mr. Reinhausen asked if the CRA boards and other corporations are included. Mr. Jones explained there those are covered by Florida Law separately and are not considered duly offices.

Motion carried unanimously by roll call vote.

ADDITIONAL ITEMS

15. City Attorney

a. Proposed Revision to the Port Orange City Council Local Rules of Procedure 2020

Mr. Jones presented the revision to the Port Orange City Council Local Rules of Procedure he is requesting that relates to Council adopting the motion as presented by Staff in the agenda packet unless specifically state otherwise.

Motion to approve the revised Local Rules of Procedure as presented was made by Vice Mayor Drew Bastian and

Seconded by Chase Tramont. Motion
carried unanimously by roll call vote.

16. City Manager

Chief Thomas Grimaldi advised Council of the loss of Barry Marotte, who previously served as a detective for Port Orange Police Department in a motorcycle accident.

Jake Johansson, City Manager, provided an update on the feral cat program. Staff is still in negotiations with Halifax Humane Society, but invoices are being received still without a contract and are not being paid. He expects to bring more information to Council within the next month or month and a half.

Mr. Johansson asked Council to help recruit two members to the Eastport CRA Board.

COUNCIL COMMITTEE REPORTS

17. City Council Committee Reports

- a. ArtHaus - Council Member Marilyn Ford provided an update from their recent meetings.
- b. River to Sea TPO - Council Member Scott Stiltner provided an update from their recent meeting.
- c. General Employees' Pension Plan - Council Member Scott Stiltner provided an update from their recent meeting. They have an opening on the Board.
- d. Fire Pension Plan - Council Member Marilyn Ford provided an update from their recent meeting.
- e. Police Pension Plan - Vice Mayor Drew Bastian provided an update from their recent meeting.

ADJOURNMENT - 7:19 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, MMC
City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 3/17/2020

Consent item: Yes

SUBJECT: (B7a) Intent to Award ITB #20-02 - Garnsey Water Treatment Plant Filter Media Placement to Intercounty Engineering, Inc.

DEPARTMENT: Public Utilities

GOAL: 1 - Public Safety

RECOMMENDED MOTION: Move to approve award of ITB 20-02, Garnsey Water Treatment Plant Filter Media Placement, to lowest responsive bidder, Intercounty Engineering, Inc. for the amount of \$88,700.00; and authorizing the Mayor and City Clerk to execute all contract documents, subject to City Manager and City Attorney Office Approval.

SUMMARY: The City received two responsive, responsible bids for ITB#20-02, Garnsey Water Treatment Plant Filter Media Placement. Intercounty Engineering, Inc. of Pompano Beach, Fl. was the lowest with a bid of \$88,700.00.

The scope of work includes providing and installing granular filter media in the south filter basin at the Garnsey Water Treatment Plant and clean the inside of the south train softener tank, including the removal of built-up lime from all interior surfaces and equipment of the tank.

After close evaluation and review of bid submittals, staff recommends award to lowest, responsive bid, Intercounty Engineering, Inc.

Project No.: WWP003 Funding Account No.: 403-0200-533-6397

Presenter: Lynn Stevens

ATTACHMENTS:

1.	Intercounty Engineering Inc Standard Contract for Services	Intercounty Engineering Inc Standard Contract for Services.pdf
2.	Justification Memo Public Works Utilities Department -Intercounty Engineering Inc	Justification Memo Public Works Utilities Department -Intercounty Engineering Inc.docx
3.	Intercounty Engineering BID SUBMITTAL ITB 20 02 Garnsey Water Treatment Plant Filter Media Placement	Intercounty Engineering BID SUBMITTAL ITB 20 02 Garnsey Water Treatment Plant Filter Media Placement.pdf
4.	ITB 20-02 Garnsey Water Treatment Plant Filter Media Placement Notice of	ITB 20-02 Garnsey Water Treatment Plant Filter Media Placement Notice of

	Intent 02.10.2020	Intent 02.10.2020.pdf
5.	ITB 20 02 Garnsey Filter Replacement BID TABULATION	ITB 20 02 Garnsey Filter Replacement BID TABULATION.pdf
6.	ITB 20-02 BID PACKAGE - GARNSEY WATER TREATMENT PLANT FILTER MEDIA PLACEMENT Final 12.04.2019	ITB 20-02 BID PACKAGE - GARNSEY WATER TREATMENT PLANT FILTER MEDIA PLACEMENT Final 12.04.2019.pdf
7.	ITB 20 02 Garnsey Filter Replacement MANDATORY PRE BID SIGN IN SHEET	ITB 20 02 Garnsey Filter Replacement MANDATORY PRE BID SIGN IN SHEET.pdf
8.	Intercounty Engineering WC Cert thru 1 1 2021 ITB 20 02 Garnsey Filter Media	Intercounty Engineering WC Cert thru 1 1 2021 ITB 20 02 Garnsey Filter Media.pdf
9.	Intercounty Engineering SIGNED Affidavit Workers Comp_signed	Intercounty Engineering SIGNED Affidavit Workers Comp_signed.pdf

Kynah Cockcroft	Created/Initiated - 2/12/2020
Kynah Cockcroft	Approved - 2/12/2020
Julia Wiggins	Approved - 2/12/2020
Richard Colby	Approved - 2/12/2020
Junos Reed	Approved - 2/12/2020
Steve Parnell	Approved - 2/12/2020
Lynn Stevens	Approved - 2/20/2020
James Tillman	Approved - 3/3/2020
Matthew Jones	Approved - 3/10/2020
Jake Johansson	Approved - 3/11/2020
Robin Fenwick	Final Approval - 3/11/2020



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2020, 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 **INTERCOUNTY ENGINEERING, INC.** ("Contractor"), a Florida corporation whose principal address is 1925 North West 18th Street, Pompano Beach, Florida 33069. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide all labor, materials, and equipment necessary to install granular filter media onto the Garnsey Water Treatment Plant South Filter Basin, which shall include providing the Anthracite needed for the project; shall provide all labor, materials and equipment necessary to clean the inside of the South Train Softener Tank, which shall include removing the built-up lime from all interior surfaces and equipment of the tank; and as more specifically described in Invitation to Bid 20-02 ("ITB 20-02") made a part hereof by reference. Contractor's Schedule of Unit Pricing and Scope of Services, Drawings, Specifications and Requirements referenced in ITB 20-02 is attached hereto as Exhibit "1," and made a part hereof by reference. A complete copy of ITB 20-02 is available in the Office of the City Clerk.

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

Term: The term of this Contract shall become effective on the last date the Contract is signed by the Parties. Work shall be substantially completed within ninety (90) days from issuance of a Notice to Proceed, and an additional thirty (30) days for final completion (the "Term").

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

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

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the purchase of goods or services from Contractor under this Contract shall be upon issuance of a written Purchase Order and Notice to Proceed issued and executed by the City Manager. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the prices set forth in Exhibit "1," in an amount not to exceed Eighty-Eight Thousand Seven Hundred and 00/100 Dollars (\$88,700.00). All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

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

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

5. Termination for Convenience of the City

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

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

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

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

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

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

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

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;
 - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;

(3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

(ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 23 of this contract concerning disputes.

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

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

8. Examination of Records

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

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

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

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

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

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

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

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

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

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

10. Termination for Non-Appropriation of Funds

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

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

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

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

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

Standard Insurance Requirements			
	Insurance	Standards	Additional Requirements
☒	Workers' Compensation <u>Additional Coverage:</u>	<u>Limits:</u> Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.

☒	Comprehensive Business, Automobile Liability to include all automobiles. Additional Coverage:	Limits: Auto Liability Body Injury: \$200,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
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Additional Insurance Requirements			
☐	Property Insurance Builders Risk. Additional Coverage:	Limits: Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	Limits: Coverage - \$1,000,000 minimum.	
☐	Installation Floater (IT)	Limits: Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	Limits: Coverage - \$ <u>1,000,000.00.</u>	
☐	Errors and Omissions	Limits: Coverage - \$1,000,000.00 minimum.	
☐	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	Department Head waives Payment and Performance Bond for work under \$25,000.00.		
☐	Unless otherwise required by law, Department Head waives Insurance for work described as follows: (check at least one) ☐ under \$25,000.00 ☐ including goods F.O.B. the place of destination		

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

13. Modifications or Changes to this Contract

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

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

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

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

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

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

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

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

17. **Inspection**

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

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect

and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

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

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

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

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

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

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

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

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

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

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

24. 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.

25. Integration. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto. In the event of a conflict between this Contract and any other Contract documents, the order of precedence shall be as follows: this Contract as amended, City Purchase Order, City Change Order, and Contractor's Terms and Conditions.

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

City:	City of Port Orange Attention: City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Copy to:	City of Port Orange Attention: Lynn Stevens, Public Works and Utilities Director 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5575
Contractor:	Intercounty Engineering, Inc. Attention: Jeffrey S. Condello, President 3307 Clarcona Road Apopka, Florida 32703 (954) 972-9800 – Telephone (954) 974-0042 – Facsimile bids@rfcenvironmental.com

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

27. Contract Construction

This 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.

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

[Remainder of this page intentionally left blank]

Witnesses:

INTERCOUNTY ENGINEERING, INC.

By: _____

Jeffrey S. Condello, President

If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Printed Name: _____

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2020, by Jeffrey S. Condello, as President of Intercounty Engineering, Inc., a Florida corporation. He is ____ personally known or ____ produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2020, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He is ____ personally known or ____ produced _____ as identification.

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

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

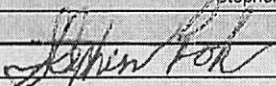
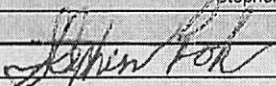
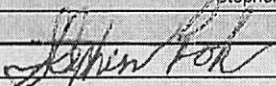
Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2020, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. She is ____ personally known or ____ produced _____ as identification.

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

BID COST/FEE PROPOSAL

	"ATTACHMENT 1" SCHEDULE OF UNIT PRICING BID FORM CITY OF PORT ORANGE ITB # 20-02 GARNSEY WATER TREATMENT PLANT FILTER MEDIA PLACEMENT 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.										
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Intercounty Engineering, Inc.</td> <td style="width: 30%;">NAME OF BUSINESS:</td> </tr> <tr> <td>Stephen Polk, Vice President</td> <td>CONTACT PERSON:</td> </tr> <tr> <td>bids@rfcenvironmental.com</td> <td>EMAIL ADDRESS:</td> </tr> <tr> <td>Stephen Polk, Vice President</td> <td>AUTHORIZED NAME:</td> </tr> <tr> <td></td> <td>AUTHORIZED SIGNATURE:</td> </tr> </table>		Intercounty Engineering, Inc.	NAME OF BUSINESS:	Stephen Polk, Vice President	CONTACT PERSON:	bids@rfcenvironmental.com	EMAIL ADDRESS:	Stephen Polk, Vice President	AUTHORIZED NAME:		AUTHORIZED SIGNATURE:
Intercounty Engineering, Inc.	NAME OF BUSINESS:										
Stephen Polk, Vice President	CONTACT PERSON:										
bids@rfcenvironmental.com	EMAIL ADDRESS:										
Stephen Polk, Vice President	AUTHORIZED NAME:										
	AUTHORIZED SIGNATURE:										
BID PROPOSAL PRICING Placement of Filter Media into the South Filter Basin & Cleaning of the South Softener Basin											
ITEM #	DESCRIPTION	COST									
1	Remove existing screens	\$3,700.00									
2	Purchase and Install approximately 94 cy of 0.90 – 12.0 mm Anthracite	\$53,200.00									
3	Install approximately 46 cy of 0.45 – 0.55 mm Filter Sand	\$4,700.00									
4	Install approximately 16 cy of 0.80 – 1.20 mm Torpedo Sand	\$4,700.00									
5	Install approximately 16 cy of 1/8" – 1/4" Pea Gravel	\$4,700.00									
6	Reinstall existing screens	\$4,700.00									
7	Clean and remove lime from the interior walls and equipment of the South Softener Basin	\$13,000.00									
TOTAL BID PROPOSAL PRICING		\$88,700.00									
A	Confirm the number of calendar days to complete upon receipt of PO:	120									
B	Warranty for Labor:	1									
C	Warranty for Materials:	1									
AWARD: THIS BID WILL BE AWARDED TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER											

This document must be completed and returned with your Submittal

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

Filter Basin Media Installation and Softener Basin Cleaning of the South Treatment Train at the Garnsey Water Treatment Plant.

Scope of Services

Provide all labor, materials, and equipment necessary to install granular filter media onto the Garnsey Water Treatment Plant South Filter Basin to the depth indicated on the Filter Media Cross Section detail attached and as itemized below. The City of Port Orange will be providing all of the filter media for the project with the exception of the Anthracite, the contractor shall include the purchase of this in the bid. In addition to the work in the Filter, the contractor shall include all labor, materials and equipment necessary to clean the inside of the South Train Softener Tank. This includes removing the built-up lime from all interior surfaces and equipment of the tank. The contractor is not responsible for the disposal of the lime off-site.

I. Placement of Filter Media into the South Filter Basin & Cleaning of the South Softener Basin

1. Remove existing screens.
2. Purchase and Install approximately 94 cy of 0.90 – 12.0 mm Anthracite.
3. Install approximately 46 cy of 0.45 – 0.55 mm Filter Sand.
4. Install approximately 16 cy of 0.80 – 1.20 mm Torpedo Sand.
5. Install approximately 16 cy of 1/8” – 1/4” Pea Gravel.
6. Reinstall existing screens.
7. Clean and remove lime from the interior walls and equipment of the South Softener Basin

All technical specifications are also attached as separate documents.

See link:

<https://portorange.sharepoint.com/:f:/g/pch/Eih9xsFzH4BNtKhcaUe3GnsBxa3IORrBIH3uzXoll0vAug?e=vclZtE>

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

End of Scope of Service

[Remainder of this page left intentionally blank]

Filter Basin Media Installation and Softener Basin Cleaning of the South Treatment Train at the Garnsey Water Treatment Plant.

Scope of Services

Provide all labor, materials, and equipment necessary to install granular filter media onto the Garnsey Water Treatment Plant South Filter Basin to the depth indicated on the Filter Media Cross Section detail attached and as itemized below. The City of Port Orange will be providing all of the filter media for the project with the exception of the Anthracite, the contractor shall include the purchase of this in the bid. In addition to the work in the Filter, the contractor shall include all labor, materials and equipment necessary to clean the inside of the South Train Softener Tank. This includes removing the built-up lime from all interior surfaces and equipment of the tank. The contractor is not responsible for the disposal of the lime off-site.

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 7. Clean and remove lime from the interior walls and equipment of the South Softener Basin

Bid No. B-08-16

INDEX	
1	COVER SHEET - VOLUME MAP
2	INTERIOR ELEVATIONS - PLAIN AND DRY MAP
3	INTERIOR ELEVATIONS - TYPICAL ROOF FRAMING PLAN
4	INTERIOR ELEVATIONS - TYPICAL ADDITIONAL VENT
5	FILTER MATHS & SCHEDULE (ADDITIONAL VENT INFORMATION)
6-2	STRUCTURAL COVERS - TYPICAL PLAIN AND DETAILS
5-3	FOR OTHER WALLWAY - TYPICAL PLAN AND DETAILS
5-4	PARTIAL ROOF FRAMING PLAN AND STRUCTURAL SECTIONS AND DETAILS
5-5	STRUCTURAL NOTES
5-6	RECONSTRUCTION BUSY COVERS - TYPICAL DETAILS

July 2008

PROJECT ENGINEER: BRADLEY T. BLAIS, P.E.
Q.H. INSPECTOR: ROBERT FOUGHT
CONTRACTOR: CUNSTATE CONTRACTORS, INC.

THREE SECOND PRIZES ARE A COMPLETED REPLICATION OF THE CONSTRUCTED PROJECT INFORMATION SYSTEM WAS PROVIDED BY THE CONTRACTOR, CONTRACTOR'S SUPERVISOR, PROJECT REPRESENTATIVE AND/OR OTHER SPECIALIST. THE INFORMATION IS DEEMED TO BE CORRECT TO THE BEST OF THE ENGINEER'S KNOWLEDGE. THE ACCURACY OF THE INFORMATION CANNOT

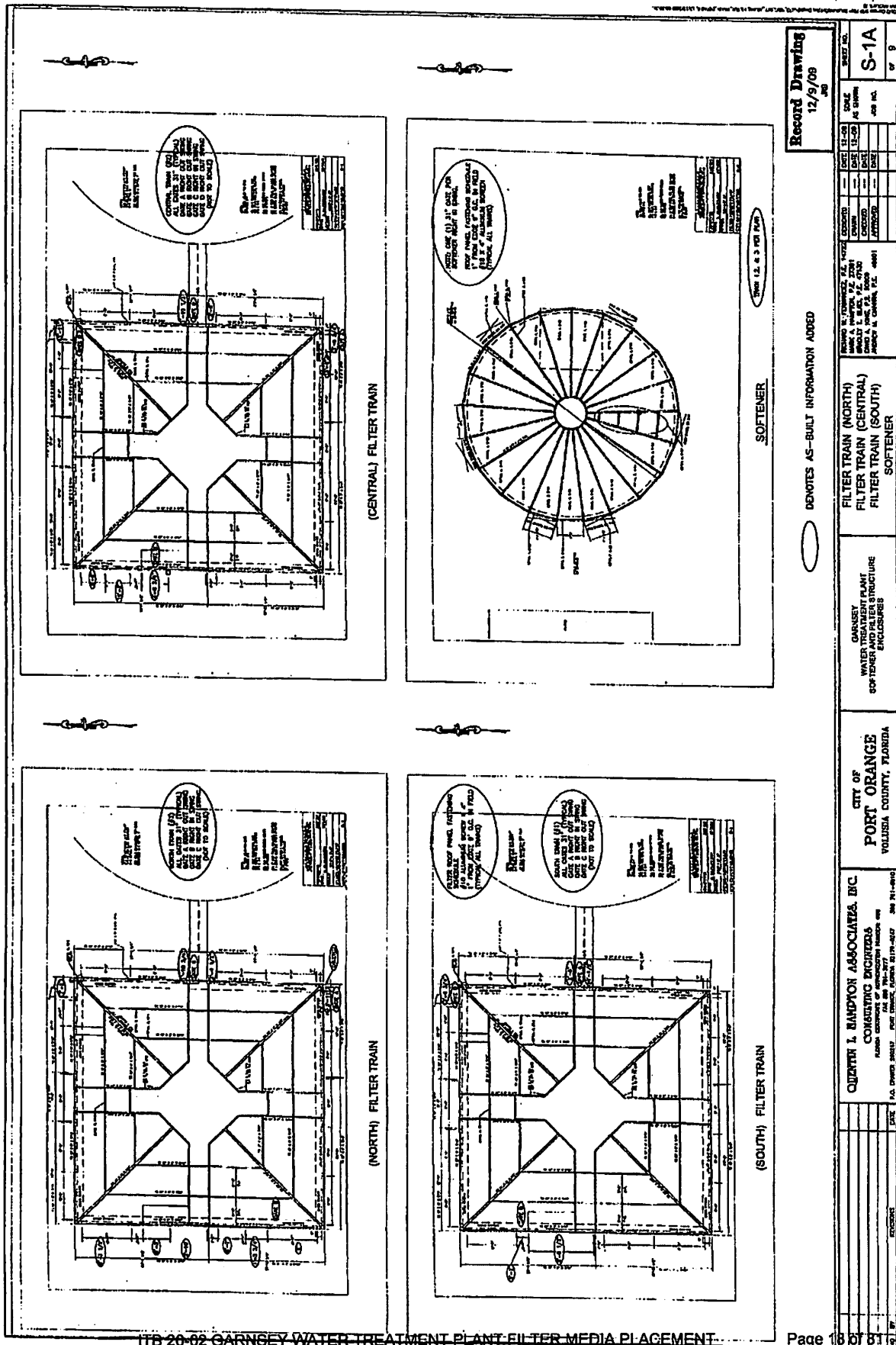
EDWARD W. FERNANDEZ, P.E. 14322
WALTER A. HOSPITAL, P.E. 37311
BRADLEY E. BLAIR, P.E. 47130
OSCAR A. BART, P.E. 46604

Record Drawing
12/11/79

FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER 036
POC 304 761- 3777
P.A. CARMICHAEL, FORT CARMICHAEL, FLORIDA 32112-5540 304 761-0613

QUENTIN L. HAMPTON ASSOCIATES
CONSULTING ENGINEERS 09-205
PORT ORANGE, FLORIDA

6 10 1 17289.



Record Drawing
12/9/08

SHEET NO. S-1A
OF 9

REVISIONS

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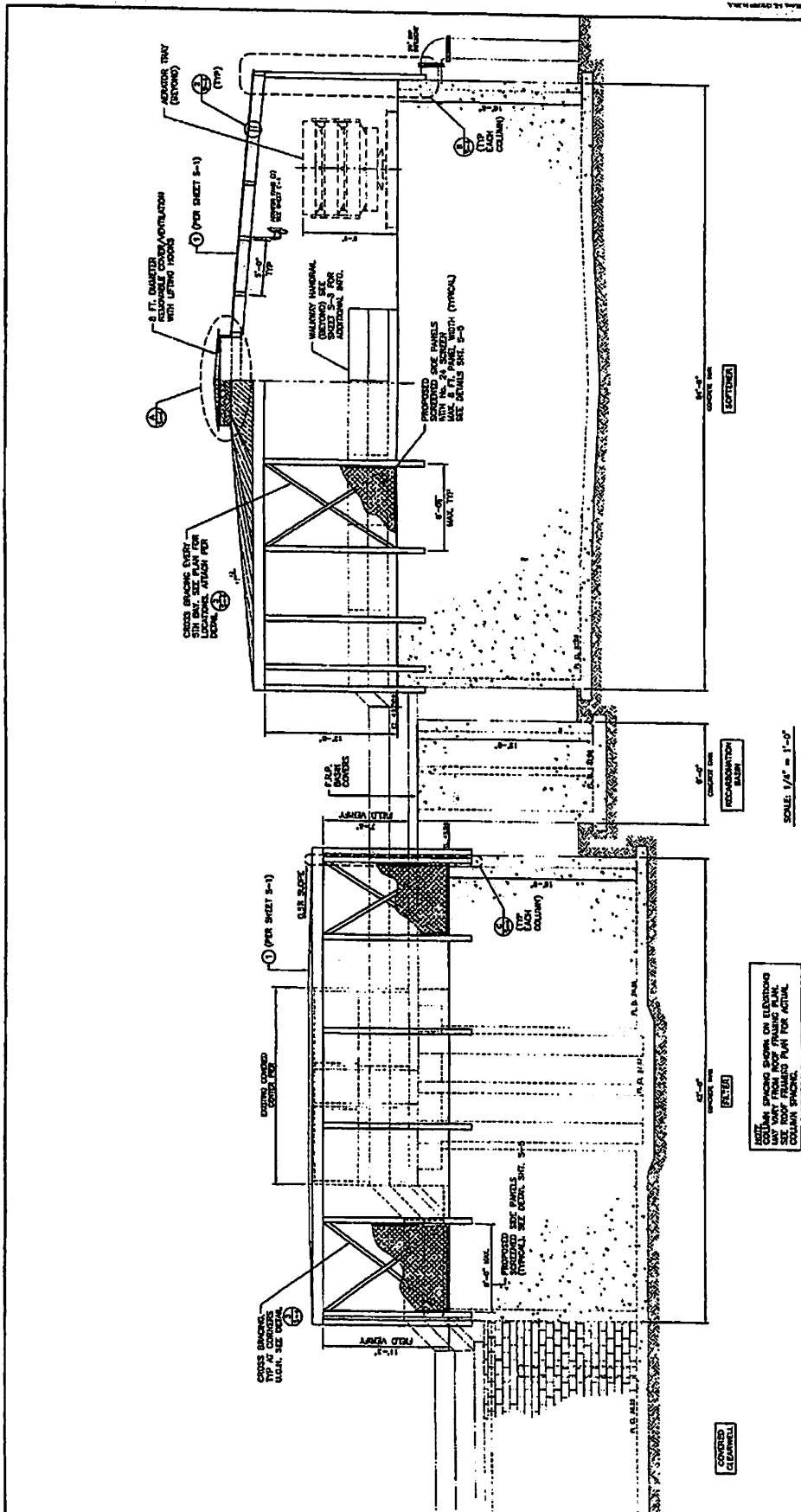
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NOBLE STRUCTURAL GROUP, INC.		S-2	
DATE: 12/9/09	BY: [Signature]	SCALE: 1/4" = 1'-0"	JOB NO. 09-000
PROJECT: ITB 20-02 GARNSEY WATER TREATMENT PLANT	DESIGN: [Signature]	DATE: 12/9/09	JOB NO. 09-000
PROJECT: ITB 20-02 GARNSEY WATER TREATMENT PLANT	DESIGN: [Signature]	DATE: 12/9/09	JOB NO. 09-000

Record Drawing
12/9/09

STRUCTURE COVERS
TYPICAL ELEVATION VIEW

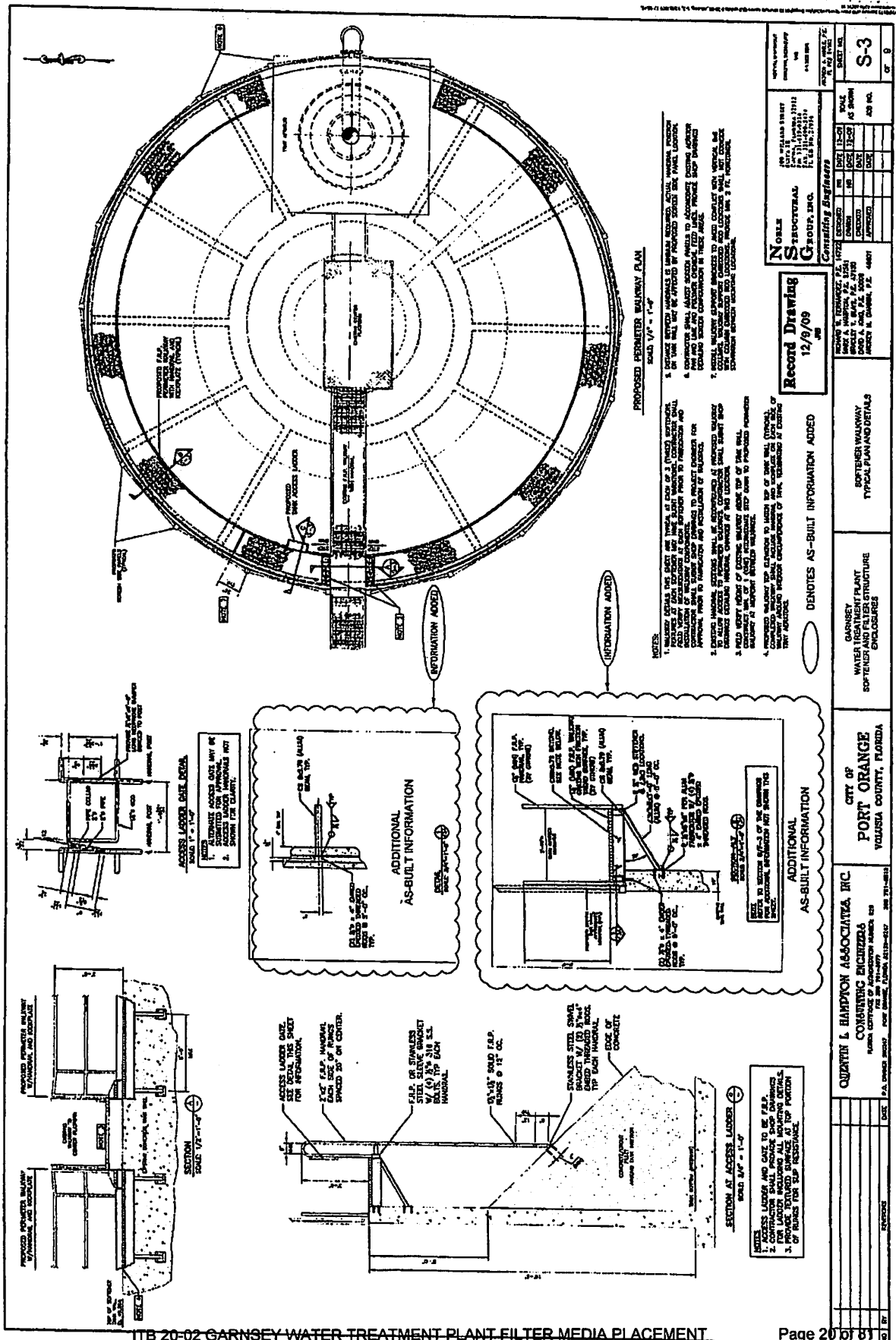
GARNSEY
WATER TREATMENT PLANT
SOFTENER AND FILTER STRUCTURE
ENCLOSURES

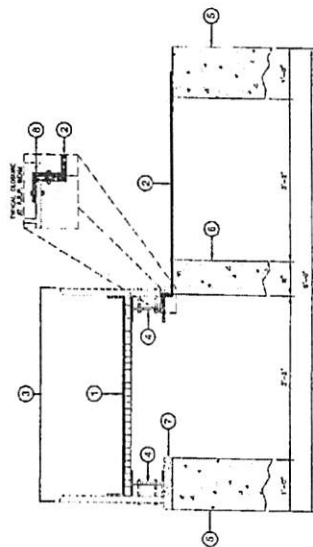
CITY OF
PORT ORANGE
VOLUNTEER COUNTY, FLORIDA

QUINCY L. RANDOLPH ASSOCIATES, INC.
CONSULTING ENGINEERS
1000 S. US HWY 1
SUITE 100
PORT ORANGE, FL 32127
TEL: 386-329-1000
FAX: 386-329-1001

DATE: 12/9/09	BY: [Signature]
DATE: 12/9/09	BY: [Signature]
DATE: 12/9/09	BY: [Signature]
DATE: 12/9/09	BY: [Signature]

EXHIBIT "1"



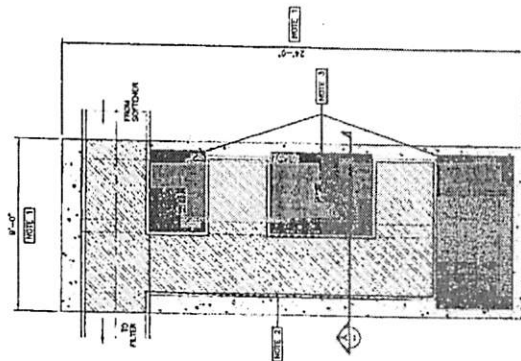


SECTION A-A
Scaled 1/4" = 1'-0"

SECTION IS TYPICAL OF ENTIRE STRUCTURE. F.P.P. COVER PANELS TO BE INSTALLED AS SHOWN.

LEGEND

- 1 F.P.P. COVER PANEL SEE NOTE 2 THIS SHEET.
- 2 F.P.P. BASIN COVER PANEL SEE NOTE 3 THIS SHEET.
- 3 EXISTING F.P.P. WALKWAY
- 4 EXISTING F.P.P. STRUCTURAL BEAMS
- 5 EXTERIOR BASIN WALL (FORM. CONCRETE)
- 6 INTERIOR BASIN WALL (FORM. CONCRETE)
- 7 GRAVEL PAD FOR WALKWAY SUPPORT APPROX. 8" THICK
- 8 1-1/2 x 1-1/2 F.P.P. ANGLE



PROPOSED RECARB BASH COVER PLAN
Scaled 3/8" = 1'-0"

NOTES

1. DETAILS AND DIMENSIONS ARE TYPICAL. AT EACH OF 3 CORNERS, RECARB BASH COVER PANELS SHALL BE ATTACHED TO EXISTING WALLS AND STRUCTURAL F.P.P. WALKWAYS. EACH BASIN COVER SHALL BE ATTACHED TO EXISTING WALLS AND STRUCTURAL F.P.P. WALKWAYS. RECARB BASH COVER PANELS SHALL BE ATTACHED TO EXISTING WALLS AND STRUCTURAL F.P.P. WALKWAYS. RECARB BASH COVER PANELS SHALL BE ATTACHED TO EXISTING WALLS AND STRUCTURAL F.P.P. WALKWAYS.
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3. ALL RECARB BASH COVER PANELS SHALL BE ATTACHED TO EXISTING WALLS AND STRUCTURAL F.P.P. WALKWAYS. RECARB BASH COVER PANELS SHALL BE ATTACHED TO EXISTING WALLS AND STRUCTURAL F.P.P. WALKWAYS. RECARB BASH COVER PANELS SHALL BE ATTACHED TO EXISTING WALLS AND STRUCTURAL F.P.P. WALKWAYS.
4. PRIOR TO EACH COVERING, THE CONTRACTOR SHALL MAINTAIN AND REPAIR ALL EXISTING CONCRETE, F.P.P. PANELS AND ACCESSORIES WHICH MAY REQUIRE PANELS AND/OR ACCESSORIES. RECARB BASH COVER PANELS SHALL BE ATTACHED TO EXISTING WALLS AND STRUCTURAL F.P.P. WALKWAYS.

Record Drawing
12/9/09

SHEET NO.
S-6
JOB NO.
9

DESIGNED BY
CHECKED BY
APPROVED BY
DATE
SCALE
12-00 AS SHOWN

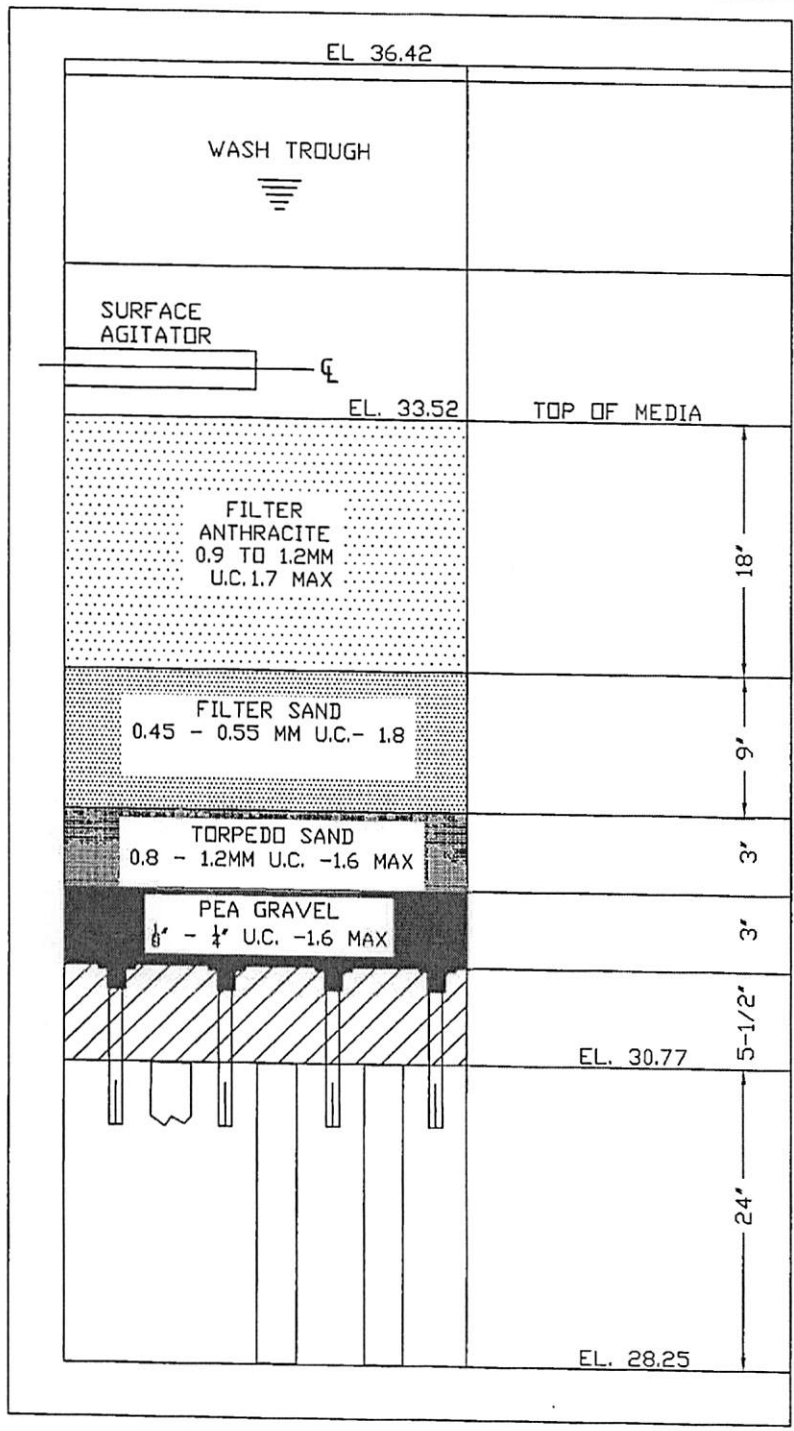
RECARBONATION BASH COVERS
TYPICAL DETAILS

GARNSEY
WATER TREATMENT PLANT
SOFTENER AND FILTER STRUCTURE
ENCLOSURES

CITY OF
PORT ORANGE
VOLUSIA COUNTY, FLORIDA

QUENTIN L. BARNETT ASSOCIATES, INC.
CONSULTING ENGINEERS
FLORIDA CERTIFICATE OF PROFESSIONAL ENGINEERING NO. 12488
P.O. BOX 10000, PORT ORANGE, FLORIDA 32129-0000
TEL: 386-329-1111 FAX: 386-329-1112

REVISIONS	DATE



FILTER MEDIA INSTALLATION CROSS SECTION
NOT TO SCALE

FILE NAME:

-

DETAIL REF:

-



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: February 14, 2020

SUBJECT: ITB 20-02 Award Garnsey Water Treatment Plant Filter Media Placement; Intercounty Engineering, Inc.

REQUEST:

The Public Works & Utilities Department requests City Council to approve the award of ITB 20-02, Garnsey Water Treatment Plant Filter Media Placement, to Intercounty Engineering, Inc. as the lowest responsible.

PURPOSE:

The purpose of this request is to approve the award of ITB 20-02 to Intercounty Engineering, Inc for Garnsey Water Treatment Plant Filter Media Placement.

CONSIDERATION:

The Garnsey Water Treatment Plant utilizes multimedia filter basins to produce drinking water for the City of Port Orange. These large filters require scheduled maintenance to perform as designed. In 2019 staff contracted out the replacement of 6,515 filter nozzles in the south filter basin. City staff had planned to install the new media, but due to the structural complexities and specialized equipment needed, it was deemed safer to contract out the installation of the new filter media.

On January 30th, 2020 the bid opening for ITB 20-02 was held in City Council Chambers. Two bids were received:

- Intercounty Engineering, Inc. \$88,700.00
- SGS Contracting Services, Inc \$239,700.00

Intercounty Engineering, Inc. is more than qualified to perform the services requested in the ITB.

FUNDING:

Project Capital Outlay Fund - 401-0200-533-63-97, Project# WWP003

Fund: 403 Fund Name: Water & Sewer RR Cost Center: Water & Sewer Program:None

Revenue Category: None Spend Category:Water-Capital

RECOMMENDATION:

The Public Works & Utilities Department recommends City Council to approve the award of ITB 20-02, Garnsey Water Treatment Plant Filter Media Placement, to Intercounty Engineering, Inc. as the lowest responsible.

ANTICIPATED SCHEDULE:

- a.) Council Approval – March 17th, 2020
- b.) Executed Contract – April 17, 2020

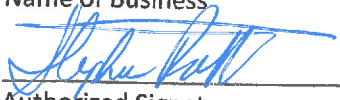
ATTACHMENTS:

- a.) All bid documents ITB 20-02

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 – Local Business Affidavit of Eligibility
- ☒ Form 7.11 – Certificate as to Corporate Principal
- ☒ Form 7.12 – 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: Intercounty Engineering, Inc.
Name of Business

Authorized Signature
01/30/20
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):

Intercounty Engineering, Inc.

NAME OF BUSINESS

1925 NW 18 Street

MAILING ADDRESS

Pompano Beach, FL 33069

CITY, STATE & ZIP CODE

Stephen Polk, Vice President

NAME, TITLE, TYPED

(954) 972-9800 / (954) 974-0042

TELEPHONE NUMBER / FAX NUMBER

65-0495335

FEDERAL IDENTIFICATION #

bids@rfcenvironmental.com

E-MAIL ADDRESS

STATE OF Florida

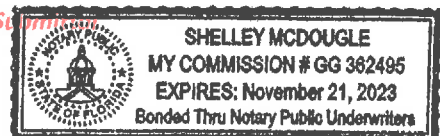
COUNTY OF Broward

The foregoing instrument was acknowledged before me this day of January 30, 2020 by Stephen Polk, 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 Submission



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."

Intercounty Engineering, Inc.

Name of Business

By: _____

Printed Name: Stephen Polk

Title: Vice President

STATE OF Florida

COUNTY OF Broward

Sworn to (or affirmed) and subscribed before me this 30 day of January, 2020, by
Stephen Polk, as Vice President of

(NAME)

(TITLE)

Intercounty Engineering, Inc.

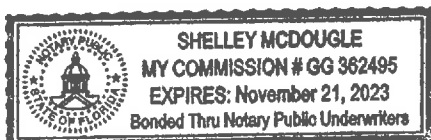
(NAME OF ORGANIZATION)

and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.



This document must be completed and returned with your Submittal

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

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.

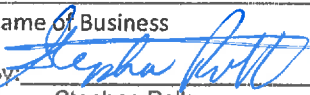
In order to have a drug-free workplace program, a business shall:

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.

Intercounty Engineering, Inc.

Name of Business

By: 

Printed Name: Stephen Polk

Title: Vice President

STATE OF Florida

COUNTY OF Broward

Sworn to (or affirmed) and subscribed before me this 30 day of January, 2020, by
Stephen Polk, as Vice President of

(NAME)

(TITLE)

Intercounty Engineering, Inc.

and who:

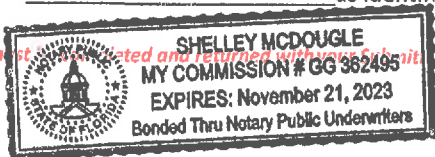
(NAME OF ORGANIZATION)

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

This document must be signed, dated and returned with your exhibit!




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 Stephen Polk, who, being by me first duly sworn, made the following statement:

1. The business address of 1925 NW 18 Street, Pompano Beach, FL 33069 (name of Offeror or business) is Intercounty Engineering, Inc.
2. My relationship to Intercounty Engineering, Inc. (name of Offeror or business) is Vice 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.)

Intercounty Engineering, Inc.

Name of Business

By: Stephen Polk

Printed Name: Stephen Polk

Title: Vice President

STATE OF Florida

COUNTY OF Broward

Sworn to (or affirmed) and subscribed before me this 30 day of January, 2020, by Stephen Polk, as Vice President of Intercounty Engineering, Inc. and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.



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

ANTI-COLLUSION STATEMENT BID FORM:

Page 61 of 81

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>
Stephen Polk	Vice President	(772) 633-8242


(Authorized Signature)

Stephen Polk
(Print Name of Authorized Signature)

This document must be completed and returned with your Submittal

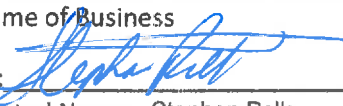
FORM 7.8 – STATEMENT OF VENDOR'S QUALIFICATIONS

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. Intercounty Engineering, Inc.
- B. Permanent main office address. 1925 NW 18 Street, Pompano Beach, FL 33069
- C. Date organized. June 01, 1994
- 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? 25 years
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) See attached Current Project List.
- G. General character of work performed by your company. Quality, Professional, Team-Oriented
- 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 Completed Project List
- K. List your major equipment currently owned or leased. - See Equipment List attached.
- L. Experience in work similar to this type of project. - See attached Completed Project List.
- M. Background and experience of the principal members of your organization, including the officers. - Resumes incl.
- N. Credit currently available: \$ 100 mil
- O. Give bank reference: Synovus - Jody Siegfried - 866-764-0006
- 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.

Intercounty Engineering, Inc.

Name of Business

By: 

Printed Name: Stephen Polk

Title: Vice President

STATE OF Florida

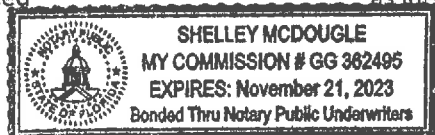
COUNTY OF Broward

Sworn to (or affirmed) and subscribed before me this 30 day of January, 2020, by
Stephen Polk, as Vice President
of Intercounty Engineering, Inc. 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 7.9 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

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

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

(Do not include the City of Port Orange)

1. Company Name: City of Coral Springs (Reference for Eric Jones, General Manager of ICE)
Contact Person: Isaac Kovner
City, State: 3800 NW 85th Avenue Coral Springs, FL 33065
Telephone Number: (954) 345-2188
Email Address: ikovner@coralsprings.org
Description of goods or
Services provided: Multi-Media Filters
Contract Amount: \$7,400,000.00
Start/End Date of Contract: 2013-06/2015
2. Company Name: John Collins Engineering
Contact Person: John Collins, P.E.
City, State: 11516-3 San Jose Blvd. Jacksonville, FL 32223
Telephone Number: (904) 262-4121
Email Address: john@jcollinsengineering.com
Description of goods or
Services provided: Control Building, Equalization Basins, Aeration Basins, Clarifiers, Digesters, Chlorine Contact Chamber, Filters and Reuse Pump Station.
Contract Amount: \$3,524,100.00
Start/End Date of Contract: 2004 - 2006
3. Company Name: John Hurford
Contact Person: John Hurford
City, State: 21 West Church Street Jacksonville, FL 32202
Telephone Number: (904) 580-2198
Email Address: hurfjw@jea.com
Description of goods or
Services provided: Install JEA supplied Traveling Bridge and all ancillary equipment required to produce a fully functional filter.
Contract Amount: \$457,000.00
Start/End Date of Contract: 4/2018 - 1/2019

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	John Collins, P.E.	904-262-4121	Yes	1 Year	WPC was responsible for the construction of a new 0.200 MGD Wastewater Treatment Plant in Marion County, Florida. The scope of the project included a Control Building, Equalization Basins, Aeration Basins, Clarifiers, Digesters, Chlorine Contact Chamber, Filters and Reuse Pump Station. WPC was further responsible for all site work, Piping, Coatings, Electrical and Instrumentation. Piping Materials included PVC, ductile iron, stainless steel and copper with sizes from ½" to 16".
2	John Hurford	(904) 580-2198	No	1 Year	Install JEA supplied Traveling Bridge and all ancillary equipment required to produce a fully functional filter. Supply and install all piping, valves, pipe supports fittings, etc ... per specifications and plans. Provide all electrical work including installation of JEA supplied electrical materials and panels per plans and specifications.
3	Isaac Kovner	(954) 345-2188	No	2 Years	Installation of Multi-Media Filters

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 20-02BUSINESS NAME: Intercounty Engineering, Inc.CONTACT PERSON/TITLE: Stephen Polk / Vice PresidentMAILING ADDRESS: 1925 NW 18 Street,CITY-STATE-ZIP: Pompano Beach, FL 33069Length of Time at Address Provided: 25 yearsPhysical Presence of Business: ☐ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned FranchiseAnd within Legal Boundaries: ☐ The City of Port Orange ☐ Volusia County ☒ The State of FloridaFEIN (Federal Employer Identification Number): 65-0495335BUSINESS STRUCTURE: ☒ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship☐ Other (Specify): _____PHONE NUMBER: (954) 972-9800FAX: (954) 974-0042EMAIL: bids@rfcenvironmental.com****Please attach a valid business tax receipt, or other such documentation******ATTESTATION – I understand that:**

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

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

SWORN AND SUBSCRIBED BEFORE ME

SIGNATURE OF NOTARY PUBLIC

THIS 30 DAY OF January, 20 20

My Commission Expires:

01/30/20

SIGNATURE OF AFFIANT

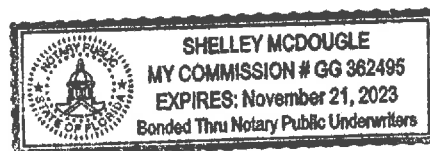
DATE

Stephen Polk / Vice President

PRINTED NAME OF AFFIANT / TITLE

Intercounty Engineering, Inc.

COMPANY

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

FORM 7.11 – CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Stephen Polk, certify that I am the Corporate secretary of the corporation named as Principal in the within Bid Bond; that Stephen Polk, 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

FORM 7.12 – 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 of Port Orange Engineer. Vendor shall attach additional sheets as necessary.

Subcontractor No. 1

Name: WPC Industrial Contractors, LLC

Description of Work: All mechanical, removal and replacement of existing filter media

Percent of Contract Price: 70%

Previous Experience Together: Yes/No Yes

Subcontractor No. 2

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal

BID COST/FEE PROPOSAL**"ATTACHMENT 1" SCHEDULE OF UNIT PRICING****BID FORM****CITY OF PORT ORANGE****ITB # 20-02****GARNSEY WATER TREATMENT PLANT FILTER MEDIA PLACEMENT**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.

Intercounty Engineering, Inc.

Stephen Polk, Vice President

bids@rfcenvironmental.com

Stephen Polk, Vice President

NAME OF BUSINESS:**CONTACT PERSON:****EMAIL ADDRESS:****AUTHORIZED NAME:****AUTHORIZED SIGNATURE:**
BID PROPOSAL PRICING

Placement of Filter Media into the South Filter Basin & Cleaning of the South Softener Basin

ITEM #	DESCRIPTION	COST	
1	Remove existing screens	\$3,700.00	
2	Purchase and Install approximately 94 cy of 0.90 – 12.0 mm Anthracite	\$53,200.00	
3	Install approximately 46 cy of 0.45 – 0.55 mm Filter Sand	\$4,700.00	
4	Install approximately 16 cy of 0.80 – 1.20 mm Torpedo Sand	\$4,700.00	
5	Install approximately 16 cy of 1/8" – 1/4" Pea Gravel	\$4,700.00	
6	Reinstall existing screens	\$4,700.00	
7	Clean and remove lime from the interior walls and equipment of the South Softener Basin	\$13,000.00	
TOTAL BID PROPOSAL PRICING		\$88,700.00	
A	Confirm the number of calendar days to complete upon receipt of PO:	120	Days
B	Warranty for Labor:	1	Years
C	Warranty for Materials:	1	Years
AWARD: THIS BID WILL BE AWARDED TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER			

This document must be completed and returned with your Submittal

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

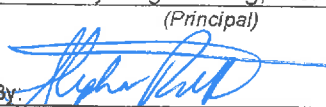
KNOW ALL MEN BY THESE PRESENTS, THAT WE Intercounty Engineering, Inc.
1925 NW 18 Street Pompano Beach FL 33069
as Principal, hereinafter called the Principal, and Arch Insurance Company
Harborside 3, 210 Hudson Street Suite 300 Jersey City NJ 07311-1107
a corporation duly organized under the laws of the State of MO
as Surety, hereinafter called the Surety, are held and firmly bound unto City of Port Orange, Florida
1000 City Center Circle Port Orange FL 32129
as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid
Dollars (\$ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

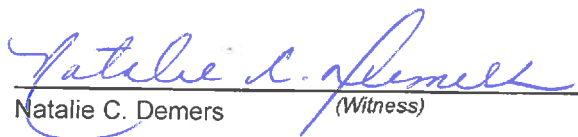
WHEREAS, the Principal has submitted a bid for Garnsey Water Treatment Plant Filter Media Placement - ITB 20-02

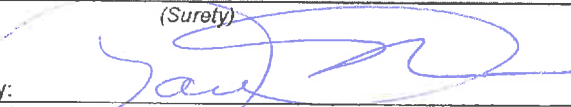
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 30th day of January, 2020


(Witness)

Intercounty Engineering, Inc.
(Principal) (Seal)
By:  Vice President
(Title)


Natalie C. Demers (Witness)

Arch Insurance Company
(Surety) (Seal)
By:  Attorney-in-Fact Laura D. Mosholder
(Title)

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Brett Rosenhaus of Delray Beach, FL
Charles D. Nielson, Charles J. Nielson and David R. Hoover of Miami Lakes, FL (EACH)
F. Danny Gann, Edward T. Ward and Audria R. Ward of Atlanta, GA (EACH)
John R. Neu and Kevin Wojtowicz of St. Petersburg, FL (EACH)
Laura D. Mosholder of Orlando, FL

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

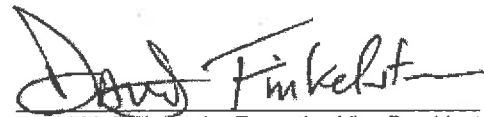
In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 26th day of November, 2019.

Attested and Certified

Arch Insurance Company


Patrick K. Nails, Secretary

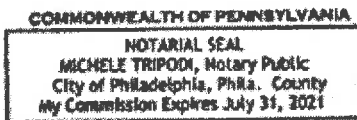



David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



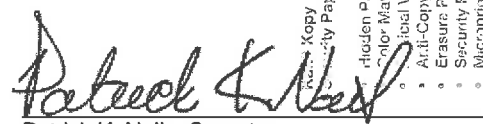

Michele Tripodi, Notary Public
My commission expires 07/31/2021

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated November 26, 2019 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 30th day of January, 2020.

Hidden Pantograph
Color Match
Artificial Watermark
Anti-Copy Control
Erase Protection
Security Features Box
Microprint Protection
Acid Free


Patrick K. Nails, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



State of Florida

Department of State

I certify from the records of this office that INTERCOUNTY ENGINEERING INC. is a corporation organized under the laws of the State of Florida, filed on June 1, 1994.

The document number of this corporation is P94000041435.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on January 31, 2019, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Thirty-first day of January,
2019*



Jennifer Kennedy
Secretary of State

Tracking Number: 3936957075CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



Intercounty Engineering, Inc.
1925 NW 18th Street
Pompano Beach, FL 33069

INTERCOUNTY ENGINEERING, INC. AUTHORIZATION LETTER

RE: COMPANY SIGNATURE AUTHORIZATION

Jeffrey Condello, Owner/President of Intercounty Engineering, Inc. authorizes Stephen Polk, Vice President, to sign all bidding documents.

President: Jeffrey Condello – Intercounty Engineering, Inc.

Signature: _____

A handwritten signature, likely of Jeffrey Condello, is written over a horizontal line. The signature is stylized and cursive.

Date: 4/9/2019

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.

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

Intercounty Engineering, 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.

1925 NW 18 Street

6 City, state, and ZIP code

Pompano Beach, FL 33069

7 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 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

6 5 - 0 4 9 5 3 3 5

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 ►

Date ►

09/19/19

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.



RANDMEC-02

KELSONM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/11/2019

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 Insurance Office of America, Inc. 1855 West State Road 434 Longwood, FL 32750	CONTACT NAME:	
	PHONE (A/C, No, Ext): (800) 243-6899	FAX (A/C, No): (407) 788-7933
INSURED Intercounty Engineering Inc. 1925 NW 18th St Pompano Beach, FL 33069	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Continental Casualty Company	
	INSURER B: Westchester Surplus Lines Insurance Company	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC #		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	
A	☒ COMMERCIAL GENERAL LIABILITY			CPM6079015233	10/15/2019	10/15/2020	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000				
			MED EXP (Any one person) \$ 15,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
B	GEN'L AGGREGATE LIMIT APPLIES PER:						\$ 2,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						\$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
							Limited Pollut. \$ 1,000,000
A	AUTOMOBILE LIABILITY			BUA6079015250	10/15/2019	10/15/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS		BODILY INJURY (Per person) \$				
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
A	UMBRELLA LIAB ☒ EXCESS LIAB			CUE6079015264	10/15/2019	10/15/2020	EACH OCCURRENCE \$ 9,000,000
	☐ OCCUR ☐ CLAIMS-MADE		AGGREGATE \$				
	DED ☒ RETENTION \$ 10,000		Aggregate \$ 9,000,000				
			PER STATUTE ☐ OTH-ER ☐				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						E.L. EACH ACCIDENT \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N	N/A					E.L. DISEASE - EA EMPLOYEE \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$
	B Contractor Pollution			G70920256001	2/7/2019	2/5/2020	Limit 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Pollution Liability limit increased to \$5,000,000 and Umbrella Liability limit increased to \$9,000,000 effective 6/28/2019.

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

****SAMPLE****

ACORD 25 (2016/03)

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The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

Date
1/2/2020

Producer: Plymouth Insurance Agency
2739 U.S. Highway 19 N.
Holiday, FL 34691
(727) 938-5562

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

Insured: South East Personnel Leasing, Inc. & Subsidiaries
2739 U.S. Highway 19 N.
Holiday, FL 34691

Insurers Affording Coverage

NAIC #

Insurer A: Lion Insurance Company

11075

Insurer B:

Insurer C:

Insurer D:

Insurer E:

Coverages

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits	
		GENERAL LIABILITY ☐ Commercial General Liability ☐ Claims Made ☐ Occur General aggregate limit applies per: ☐ Policy ☐ Project ☐ LOC				Each Occurrence	\$
						Damage to rented premises (EA occurrence)	\$
						Med Exp	\$
						Personal Adv Injury	\$
						General Aggregate	\$
						Products - Comp/Op Agg	\$
		AUTOMOBILE LIABILITY ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos				Combined Single Limit (EA Accident)	\$
						Bodily Injury (Per Person)	\$
						Bodily Injury (Per Accident)	\$
						Property Damage (Per Accident)	\$
		EXCESS/UMBRELLA LIABILITY ☐ Occur ☐ Claims Made Deductible				Each Occurrence	
						Aggregate	
A		Workers Compensation and Employers' Liability Any proprietor/partner/executive officer/member excluded? NO If Yes, describe under special provisions below.	WC 71949	01/01/2020	01/01/2021	☒ WC Statutory Limits ☐ OTH-ER	
						E.L. Each Accident	\$1,000,000
						E.L. Disease - Ea Employee	\$1,000,000
						E.L. Disease - Policy Limits	\$1,000,000

Other

Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12616

Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions:

Client ID: 91-67-608

Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":

Intercounty Engineering, Inc.

Coverage only applies to Injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in: FL.

Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.

A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or email certificates@lioninsurancecompany.com

Project Name:

STEPHEN POLK LICENSE NUMBER CGC1528089 AS QUALIFIER IS CURRENTLY COVERED UNDER THE WORKERS COMPENSATION POLICY. ISSUE 01-02-20 (BP)

CERTIFICATE HOLDER

CANCELLATION

Begin Date: 1/1/2014

FOR BIDDING PURPOSES ONLY

Should any of the above described policies be cancelled before the expiration date thereof, the Issuing Insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the Insurer, its agents or representatives.

[Signature]



Ron DeSantis, Governor

Halsey Beshears, 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



POLK, STEPHEN G

GENERAL ENGINEERING IN
25 NW 18 STREET
POMPANO BEACH FL 33069

LICENSE NUMBER CG 1528089

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.





Ron DeSantis, Governor

Halsey Beshears, 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



LICENSE NUMBER UC 1225605

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.





INTERCOUNTY ENGINEERING, INC.
1925 NW 18TH STREET
POMPANO BEACH, FL 33069
TEL: (954) 972-9800 FAX: (954) 974-0042

Equipment List

GEHL SWEEPSTER BROOM	KOMATSU PC55UU MINI EXCAVATOR	WB FORK ATTACHMENT
GEHL LOADER	KAWASI 652II LOADER	WB 36" DIGGING BUCKET
200LF x 25' SHEET PILING C27	SKIDSTEER LOADER BROOM ATTACHMT	ESCO 28" DIGGING BUCKET
GENERATOR GENAC	VERSATECH GRAPPLE BUCKET	12 Thompson 12" Wellpoint Pump
20' STORAGE CONTAINER	DENYO GENERATOR	6 Thompson Hydraulic Submers Pump
1998 544H JD WHEEL LOADER	HONDA PUMP	4 Thompson Hydraulic Submers Pump
COMPRESSOR	5 HYDRAULIC GRAPPLE ATTACH	STEEL ROAD PLATES
20' STORAGE CONTAINER	GENERATOR	STEEL ROAD PLATES
20' STORAGE CONTAINER	HONDA WATER PUMP	INGERSOLL RAND COMPRESSOR
20' STORAGE CONTAINER	35 TON NORTHWEST CRANE	MANHOLE BOX
20' STORAGE CONTAINER	HYSTER 5 TON ASPHALT ROLLER	2007 ATIMA DIESEL WELDER
MWI 4 HYD SUBMS"	DENYO WELDER	1997 Moffett 5000 Forklift
CONCRETE VIBRATOR/NEFF	MUELLER TAP DRILL MACHINE	Wellpoint System
1997 CASE EXCAVATOR 9060B	12 HEAVY DUTY MUSTANG BUCKET	Trenchbox 8'X24'
MCDONALD PUMP	MUELLER B101 TAPPING MACH	(2) 6'x12' Steel Plates
KOMATSU PC130-6 1998 EXC	BOB CAT MILLER HEAD	(1) 4'x8' Steel Plates
VOLVO L70C LOADER 1995	12' CORAL ROCK BUCKET	(52) 8'x20' Steel Plates
MUSTANG EXC 1999	12" Bucket Fork for Komatsu 55uu	(6) 6'x10' Steel Plates
ALLIS CHAMBERS GRADER	24" Bucket for Mustang Exc	(14) 8'x10' Steel Plates
KOMATSU PC 220LC EXC	52 Grading Bucket	(10) 8'x12' Steel Plates
2001 PUCKETT ASPHALT PAVER	MANHOLE BOX #6	
WACKER COMPACTOR	1998 UPRIGHT SCISSOR LIFT	
INGERSOLL-RAND DA30 TANDEM ROLLER	Q/C FORKS	
6" JET PUMP GORMAN-RUPP PUMP	18H SDR 1400 VIB ROLLER 7 to 10 TON	
36 BUCKET	MOTOR GRADER	
60 DITCHING BUCKET	1/2 YARD HYD CLAM BUCKET	
42 BUCKET	60+ STEEL PLATES 8'X20'	
375 CR SULLAIR PORTABLE AIR COMPRESSOR	7 YD ROCK BOX	
KOMATSU WA 180 LOADER	THOMPSON 6"JET PUMP W/DUTZE AIR COOLED ENGINE	
WACKER, COMPACTOR	KOMATSU 140WB LOADER/BACKHOE	
DYNAPAC LF90 COMPACTOR	2004 Cat 257 Multi-Terrain Loader	
KAI-WLK-15 LOADER	10 TON RAY GO STEEL DRUM ROLLER	
BOBCAST SKID STEER LOADER	CAT FORK ATTACHMENT	
POWERTRAIN AIR COMPRESSOR	BRADCO FORK ATTACHMENT	
2000 CASE 9050B HYD EXCAVATOR	1998 HYUNDAL 55-3 HYD EXCAVATOR	



Stephen Polk
Vice President
Intercounty
Engineering, Inc.

Role:
Project Executive

31+ Years
Experience

Membrane Water
Treatment Plants

Wastewater
Facilities

R.O. &
Nanofiltration
Processes

Rehabilitation
Programs

PROJECT PERSONNEL EXPERIENCE

Stephen Polk has over 31 years' experience in the construction industry focusing on Wastewater facilities and membrane water treatment plants. As a leader in his field and certified General Contractor, Stephen brings extensive knowledge to every Wastewater project which equates to on time and on budget deliverables. Other responsibilities include document control, cost control, safety implementation and oversight and billing accuracy.

EDUCATION

American Intercontinental University -Master in Project Management

RELEVANT EXPERIENCE

Town of Jupiter Nanofiltration Plant: Senior Project Manager. \$37.2 million. 28,324 sq. ft membrane building, 2,482 sq. ft pretreatment building, backwash recovery lift station, (3) Horizontal Pressure Filters, 157,000 gallon finished water clearwell, blend chamber and odor control/degasifier facility.

ADDITIONAL EXPERIENCE

ECRWRF Biosolids Improvement Project - WPB

South County WWTP – Vero Beach – 2 Filters

North Hutchinson WWTP – 2 Filters

North Port Waste Water Treatment Plant Expansion

Martin County Prison WWTP

Martin County 1.2 MGD Membrane WTP

LTC 4 MGD Membrane WTP

IRC RO 21 MGD Improvements & Degasifier

Hazelhurst, GA WWTP

Hilton Head, SC WWTP

- Experience**
- Project General Superintendent (Large Projects)**
- Sr. Project Manager, Intercounty Engineering, Inc.**
- Nov 2018-Current
- Sr. Project Manager directing Water and Wastewater Civil Construction for Intercounty Engineering / A Randall Family Company
- Institute and comply with company safety standards
 - Locate bid opportunities, assess risk vs. benefit
 - Generate complete detailed Proposals and Subcontracts
 - Oversee project and company financial position and goals
 -
- Owner, Osprey Constructors, LLC.**
- 2012-2018
- Small Utility and Infrastructure Improvement Company with focus on Water and Wastewater treatment facilities. Projects ranging from \$10k to \$750k.
- Performs Construction Inspection Services to Engineering Firms
 - Locate bid opportunities, assess risk vs. benefit
 - Generate complete detailed Proposals and Subcontracts
 - Oversee company financial position and goals
 - Implement company safety policy and directs company strategies
 - Communicate directly with Owner and Engineer on project status
 - Maintain detailed project budget, associated change orders and pay requests
- Vice President / Project Manager - Beach Construction Co., Inc.**
- 2003 - 2012
- Current Certified General Contractor since July 2010. Lic. No. **CGC 1515312**
- Current Certified Utility and Excavation Contractor Lic. No. **CUC 1225103**
- Part Owner of Company performing Public and Private Water, Wastewater Treatment and Utility Project Contracts ranging from \$300,000 to \$7.5 MM.
- Estimate and Procure labor and materials through Purchase Order and Subcontracts. Negotiate and write subcontracts and define scopes of supply.
 - Plan and Schedule contract work from Notice to Proceed to Closeout using Oracle Primavera Scheduling Software (P6).
 - Attend project meetings, interface with Owner and Engineer during project.
 - Review financial performance of each project to determine what changes, if any are necessary.
 - Created estimates to bid Municipal projects ranging from \$100,000 to \$5 Million.
 - Perform material take-offs, contact vendors and subcontractors, assemble bidding packages and manage minority business requirements.
 - Worked in the field in several areas of construction including excavating, large concrete projects, steel, pipe and equipment installation, and some carpentry.

Assistant Estimator/ Internship @ UNF- FaverGray, Inc. Jacksonville, FL

2005-2006

- Performed quantity surveys and subcontractor scope of supply comparisons for multi-family projects and custom commercial buildings.
- Assisted Vice President with Cost proposals and negotiated bids
- Meet with Vendors and subcontractors

Estimator Assistant - Met-Con, Inc. Cocoa, FL

1997-1999

Filed updated drawings, revisions and assisted project managers in material quantity surveys.

Education

2007

University of North Florida

Jacksonville, FL

College of Computing, Engineering and Construction. Bachelor of Science degree in Building Construction Management. OSHA 30 hour earned.

2002-2005

Santa Fe Community College

Gainesville, FL

**Service to
the
Community**

2010-2016

- Member Florida Section AWWA Contractor's Council.
- Contributing Editor to the Florida Section American Water works Association Journal, www.fsawwa.org
- 120 Community Service Hours; Boy's Home Jacksonville, FL

Hurricane Katrina Rehabilitation March, 2005:

UNF NAHB Chapter President 2006 -07

Coordinate with local Jacksonville Chapter in student activities, Service Learning events and create awareness to new students about the opportunities in the construction trades and also what it takes to become a home owner in the state of Florida. This includes:

- President, Student Chapter Northeast Florida Builders' Association
- University of North Florida Construction Management Association
- National Association of Home Builders (NAHB)
- Associated General Contractors of America (AGC)
- Associated Builders and Contractors (ABC)
- Member, Construction Specifications Institute, Jacksonville
- Awarded the Arnold Tritt Annual Scholarship: North East Florida Builders Association



9310 Old Kings Road, Suite 1103, Jacksonville FL 32257

Telephone: (904) 268-0099

www.wpcind.com

Jonathan Belloit

Owner / President, Principal-in-Charge

- *Years with WPC:* 30
- *Years in discipline:* 30

PROFESSIONAL CERTIFICATIONS

- *State of Florida Certified Contractor #CG046120*
- *State of Georgia Certified Utility Contractor #UC300386*
- *State of Georgia Certified Utility Manager # UM000550*
- *Board of Directors for the Association of General Contractors of America*
- *National Utilities Contractors Association*
- *Member Northeast Florida Safety Council*

As a Principal-in-Charge of WPC Industrial Contractors with over thirty years of construction experience, Mr. Belloit has extensive knowledge in residential, commercial, utility, industrial construction, and land development. Mr. Belloit's broad range of field management skills in heavy industrial construction projects extends to underground piping, pumping stations, water treatment plants and wastewater treatment plants. His wide-ranging background in Construction Management, Design Build and alternate delivery methods includes the implementation and development of partial and final contract documents including front-end documents, legal, contractual, design, and constructability review and analysis.

Mr. Belloit directs the day-to-day operations of WPC Industrial Contractors, implementing plans and policies to achieve overall corporate objectives and maximizing operating results. Mr. Belloit is also actively involved in numerous industry organizations and serves on the Board of Directors for the Association of General Contractors.

Recent Experience

James Anderson Reverse Osmosis WTP, City of Port St. Lucie, Florida. \$ 47,611,850.00

Project consisting of all labor, materials and equipment to construct an operation/laboratory, emergency power and membrane filtration building with new treatment equipment and chemical feed systems and 22 MGD of water treatment plant capacity including RO treatment skids, including skid assemblies, piping, vessels, membranes, and instrumentation; blend and feed water micron filter systems, high pressure feed pumps, transfer pumps including piping, high service pumps including piping, chemical feed systems including pumps, piping and tanks, 4 mgd potable water ground storage tanks including site work, piping and coatings; electrical including wiring, conduit, field panels, transformer, transfer switches, generators and motor control centers; instrumentation including programming, panels, instruments and telemetry; ductile yard piping; post treatment modifications including: 6.0 mgd Degasifier, 18 scfm blowers, 36,000 scfm scrubber systems and ducting; well houses including site work, pumps, piping, electrical and instrumentation; 30" transmission main.

Rangeline Road Water Treatment Plant, Port St. Lucie, Florida, \$12,967,974

Project consisted of 4.0 MG pre-stressed concrete ground storage reservoir, high service pump building with high service pumping facilities, motor control equipment, restroom, storage room and instrumentation/controls. Chlorine and ammonia building including ammonia/chlorine feed system and associated rooms, 1-ton chlorine cylinder storage, ammonia storage tank, weighing facilities, bridge crane, safety room and safety equipment. Generator building with standby diesel generator set, fuel day tank, fuel storage tank, and fuel system. Hydropneumatic tank and associated equipment. All associated on-site yard piping, flow meter assemblies, plumbing, site work, stormwater pond, grading, drainage, electrical, HVAC, instrumentation and controls for system operation and monitoring.



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Prineville Reverse Osmosis Water Treatment Plant, Port St. Lucie, Florida, \$5,899,847

Project included three Reverse Osmosis Trains, three micron filters, three high pressure feed RO pumps (two in service one as spare) two potable water high service pumps, one blower for hydrogen sulfide removal, one sulfuric acid day tank, three sulfuric acid feed pumps, one fluoride feed pump, two chlorine gas cylinders, one tower degasifier, one transfer pump, three water supply wells and all civil, structural, mechanical, electrical, instrumentation required for a fully function system.

Atlantic Beach Florida Wastewater Treatment Plant TMDL Compliance Improvements, Atlantic Beach, Florida , \$5,315,839.00

The project work that was performed included construction of improvements to the City's Wastewater Treatment Plant #1 (WWTP #1), located at 1100 Sandpiper Lane, Atlantic Beach, FL 32233 and Phase-out of Atlantic Beach Wastewater Plant #2 (WWTP #2), located at 739 Renault Dr., Jacksonville, FL. WWTP #1 is an existing 3.0 MGD Domestic Wastewater Treatment Plant that was upgraded to provide 4-stage biological nitrogen removal and re-rating to 3.5 MGD capacity. WWTP #2 is an existing 1.9 MGD Sequencing Batch Reactor plant which was de-commissioned. The work generally consisted of furnishing all labor, materials and equipment necessary to complete the work as called for in the Contract Documents

Previous Experience:

Buckman Water Reclamation Facility, JEA, 15 Million
Stonecrest/Oak Run Wastewater Treatment Plants, Marion County Utilities, 20 Million
Grant Street WWTP/Melbourne, Florida, \$5.3 million
Jacksonville Beach WWTP/Jacksonville Beach, Florida, \$20 million
Miller Street WWTF/Clay County, Florida, \$5.8 million
Miramar WWTP/Miramar, Florida, \$4.2 million
R.C. Willis WTP/Palatka, Florida, \$12 million
Islamorada WWTP/ Islamorada, Florida, \$10 million
On Top of The World WWTF/ Ocala, Florida, \$4.2 million
Stonecrest WWTP/ Marion County, Florida, \$10 million
Rangeline WTP/ City of Port St. Lucie, Florida, \$12 million
Southport Booster Pump Station Design-Build/ Port St. Lucie, Florida, \$2.5 million
JEA Phase III/ City of Port St. Lucie, Florida, \$23 million
LTC RO Water Treatment Plant, Port St. Lucie, Florida - 7.9 Million
Utility and Site Improvements, Department of the Navy, Kings Bay, Georgia - 7.3 Million
Water Reservoirs/High Service Pumps and Community Hall, Jacksonville, Florida - 6 Million
Buckman Wastewater Odor Control Improvements, Jacksonville, Florida - 4.4 Million
David B. Lee and Grant Street Wastewater Improvements, Melbourne, Florida - 4.3 Million
Crawfordville Central Sewer Expansion, Crawfordville, Florida - 4 Million
Camp Blanding Wastewater Treatment Plant, Starke, Florida - 4 Million
Cross City Water Treatment Plant, Cross City, Florida - 3.8 Million
North R.O. Expansion, Jensen Beach, Florida - 3.8 Million
Wastewater Treatment Expansion 4.0 MGD, Pembroke Pines, Florida - 3.7 Million
North County Waste System Improvements-Phase I, Vero Beach, Florida - 3.4 Million
Hex-Ditch 1.0MGD WWTF, Mississippi Band Choctaw Indians, Philadelphia, Mississippi - 2.9 Million
RD Wastewater System Improvements, Crescent City, Florida - 2.5 Million



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Corrosion Control Project Chemical Feed System, Jacksonville, Florida - 2.5 Million
Martin Correctional Institution Wastewater Treatment Facility Exp., Indiantown, Florida - 2 Million
North Hutchinson Island Wastewater Treatment Plant, Ft. Pierce, Florida - 2 Million
Choctaw Wastewater Treatment Plant, Mississippi Band Choctaw Indians, Philadelphia, Mississippi - 1.9 Million



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Phillip Starr

Vice-President/Operations Manager

- *Years with WPC:* 42
- *Years in discipline:* 42

PROFESSIONAL CERTIFICATIONS

- *Bachelor of Science, Business Administration; General Business, University of Florida; Heavener School of Business*
- *State of Florida General Contractor #CGC041946*
- *State of Georgia General Contractor #GCC002353*

Phillip Starr has successfully managed projects at all levels of the industrial construction industry across the State of Florida and has an extensive background in construction management including but not limited to, design build and alternative delivery methods, implementation and development of partial and final contract documents, legal requirements, contractual agreements and implementation, design/construction review and analysis. Mr. Starr is actively involved in the management and production of WPC's projects with a hand-on approach to seeing a project through to completion.

Recent Experience

St. Johns County Northwest Wastewater Treatment Plant, Phase 1, St. Johns County Florida, - \$19,377,000.00

Project Manager was charged with ensuring all pipe work, construction, and installation was achieved in a timely and effective manner. PM in charge of work and construction of a new Headworks facility for removal of grit and wastewater screening; this facility included one 6-mm band screen with ancillary equipment, two grit pumps, one grit separation/ classification system, one headworks booster pump, flow splitter boxes for tertiary filters, and all associated weir gates, piping, and valves as required. PM oversaw the construction of two four-stage Bardenpho Basins comprised of: Fine bubble disk-type perforated membrane disk diffusers for a total of two aeration tanks and two reaeration tanks, Submersible mixers for a total of 6 anoxic tanks, Associated stainless steel air piping, valves, aluminum stairs and concrete walkways, Four 15-hp internal recycle pumps and associated valves and fittings, Two 25-hp positive displacement blowers, piping, and valves to provide air for reaeration, following the post-anoxic zone of the four-stage Bardenpho basin.

Construction of two secondary clarifiers (75 ft. diameter, 16 ft. side water depth) were constructed to collect and remove sludge and scum included in their construction was: three 15-hp RAS and two 3.7-hp WAS pumps, two 7.5-hp submersible pumps including wet wells, all electrical and instrumental equipment to transfer scum from clarifiers to holding tanks. PM was in charge of completion of one CMU Block Solids Dewatering Building comprised of: 1 25-hp progressive cavity belt filter press feed pump, 1 vertically aligned 2-meter 3-belt belt filter press with two 5-hp belt filter press drive, 1 3-hp gravity belt drive, 1 0.3-hp feed box paddle, 1 2-hp hydraulic power unit, 1 20-hp belt washer booster pump, 1 2-hp horizontal and inclined cake belt conveyor, 1 package type polymer feed system including all MCC's and PLC'S.

Buckman Water Reclamation Facility, Phase 1 Jacksonville, Florida, - \$16,485,700.00

Construction and installation of all necessary update components was overseen and instructed by the Project Manager. Work on this job site included replacing primary effluent weir, addition of side stream pump station including an effluent pump. The modifications performed to the aeration basin included, effluent gates, floating mixers, four new air valves/actuators, baffle walls, overflow weir structure, enlarged sluice gates, scum collection/ pump station, four recycle pumps with piping and all related structural, mechanical, electrical, and instrumental work. To complete this job WPC was required to replace four secondary clarifier mechanisms, two dewatering pump valves for the Chemical Scan Building. WPC also replaced ventilation for a secondary



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building. The old Secondary Clarifier Control Building was rehabilitated with MCC, HVAC, lights, stairs and all associated appurtenances. Additionally, a new grit removal basin was constructed containing three flow channels; pre-existing aeration basin was converted into three channel grit removal basin. Influent flow and effluent flow

controls were installed. Improvements to the grit drainage pad and pump station were carried out. Existing facilities for grit removal were decommissioned. All required electrical and instrumental work was installed and finished.

Labelle Membrane Water Treatment Facility, Labelle Florida - \$8,657,000.00

Project Manager work consisted of , but was not limited to construction of the Membrane Water Treatment Facility to the existing Labelle plant, constructing a 1.5 MGD membrane water treatment system in the plant, a chlorine contact chamber, finished water storage tank, concentrate storage tank, degasifier system, chlorination system and building. Chemical storage building and chemical feed systems, high service pumps, transfer pumps, concentrate pumps and plant piping were installed. Additional sewer pump station, septic system, and storm water management system was added. Approximately eleven (11), 250 linear feet (IF) 16-inch PVC raw water main and all necessary appurtenances were installed along with approximately three (3), 10" IF of 12-inch PVC distribution water main and all necessary appurtenances. Modifications were performed on the existing piping and controls in the existing City of LaBelle Water Treatment Facility site. All site work including fencing, site grading, paving roads/parking areas, electrical, instrumentation, and all restoration work was furnished by WPC.

Jacksonville Beach Wastewater Treatment Plant Improvements, Jacksonville Beach, Florida, - \$19,946,309

Construction Project Manager for (4) new sequential batch reactors (SBR) Waste Treatment Process facilities, new influent bar screen structure, renovation of on-site lift station 14, new SBR blower building/maintenance office, modification to existing belt press facility, conversion of part of effluent tanks into new high level disinfection chlorine contact tanks, new on-site reuse system, new digester blower equipment, sludge pumps, yard pump station, sludge transfer pumps, new process yard piping between various structures, new state-of-the-art electrical control system, new drying bed facility, phase demolition of the old plant facilities, and maintaining existing waste treatment to capacity during construction of new facilities.

James Anderson Reverse Osmosis WTP, City of Port St. Lucie, Florida. - \$47,611,850.00

Project Manager for this project consisting of all labor, materials and equipment to construct an operation/laboratory, emergency power and membrane filtration building with new treatment equipment and chemical feed systems and 22 MGD of water treatment plant capacity including RO treatment skids, including skid assemblies, piping, vessels, membranes, and instrumentation; blend and feed water micron filter systems, high pressure feed pumps, transfer pumps including piping, high service pumps including piping, chemical feed systems including pumps, piping and tanks, 4 mgd potable water ground storage tanks including site work, piping and coatings; electrical including wiring, conduit, field panels, transformer, transfer switches, generators and motor control centers; instrumentation including programming, panels, instruments and telemetry; ductile yard piping; post treatment modifications including: 6.0 mgd Degasifier, 18 scfm blowers, 36,000 scfm scrubber systems and ducting; well houses including site work, pumps, piping, electrical and instrumentation; 30" transmission main.



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Previous Experience:

Jacksonville Beach Waste Water Treatment Plant, Jacksonville, FL -20 Million
Stonecrest/Oak Run Wastewater Treatment Plants, Marion County Utilities, 20 Million
Rangeline Road Water Treatment Plant, Port St. Lucie, Florida, -12.9 Million
Blacksford Water Reclamation Facility Phase II-12.8 Million
Atlantic Beach Florida Wastewater Treatment Plant TMDL Compliance; Sludge and Odor Control Improvements, Atlantic Beach, Florida, -7.5 Million
Kings Bay Water Treatment Plant Modifications, St. Mary's Georgia, 7.5 Million
PGA Wastewater Treatment Expansion to 12.0 MGD, Palm Beach Gardens, Florida - 7 Million
RC Willis Water Treatment Plant Improvements – 6.5 Million

Prineville Reverse Osmosis Water Treatment Plant, Port St. Lucie, Florida - 5.9 Million
Miller Street Waste Water Treatment Plant, Orange Park, FL – 5.7 Million
Madison WWTP, Madison, Florida - 4.5 Million
Camp Blanding Wastewater Treatment Plant, Starke, Florida, 4 Million
Cross City Water Treatment Plant, Cross City, Florida - 3.8 Million
North R.O. Expansion, Jensen Beach, Florida - 3.8 Million
Northwest Sub-Regional WTP & WWTP, Marion County, Florida - 3.5 Million
Deerwood Water Reservoirs and High Service Pumps, 3.4 Million
1.0 MGD Hex-Ditch WWTP, Mississippi Band of Choctaw Indians, Philadelphia, Mississippi - 2.9 Million
Mid-Clay WWTF Phase III, Clay County, Florida - 2.6 Million
White Spring Water Treatment Plant, White Springs, Florida - 2.5 Million
Green Cove Springs West WWTP, Clay County, Florida - 2.4 Million
Choctaw WWTP, Mississippi Band of Choctaw Indians, Philadelphia Mississippi - 1.9 Million



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Boyce Holmes

Superintendent

- Years with WPC: 14
- Years in discipline: 22

PROFESSIONAL INFORMATION

- 30 Hour OSHA Training
- Fall Protection Certification
- Florida Department of Environmental Protection Stormwater Management Inspector Certification

Mr. Holmes has over 20 years of extensive experience in field supervision and coordinating of construction projects. In his capacity as Superintendent for WPC, Mr. Holmes has repeatedly finished projects effectively, through time management as well as cost effective means of completion. With an astute attention to detail Mr. Holmes exercises an ability to provide finished projects safely, while remaining well within scheduled time and budget. His experience has proven invaluable to efforts of completing projects of any size.

Recent Experience

St. Johns County Northwest Wastewater Treatment Plant, Phase 1, St. Johns County Florida, \$19,377,000.00

Mr. Holmes had direct supervision of the installation of diffusers in the Aeration Basin for this job. This work involved raising the grade of areas to match that of the Administration Building, raising Conveyor lines to dewatering, the installation of conveyors, installing a riser for the reclamation and dewatering building. Work also included installation of diffusers into holding tanks, installing all piping, finishes to flooring, and all other appurtenances. Mr. Holmes also was in charge of overseeing work crews of subcontractors as they completed work for other portions of the project.

Neptune Beach WWTF Improvements and Reclaimed Water System, Neptune Beach, Florida, \$2,599,753.20

Under the supervision of Mr. Holmes, WWTF Improvements: Construction included installation of the following: Modification to existing Contact Tank, Modification to existing Stabilization Tank, Modification to existing Effluent Basin, Carbon feed system structure, stainless steel disk filters, all related structural piping, sitework, electrical, SCADA, instrumentation, and demolition work. Reclaimed Water System: Construction included Chlorine Contact Tank (CCT) in the existing West Effluent Basin, Common Reclaimed

Water Monitoring Basin in the existing CCT, 30' x 30' Reuse Storage Basin in the existing East Effluent Basin, Reuse Pumps, Hydropneumatic Tank, Polymer Feed System, Influent Pumping Improvements, Effluent Pumping Improvements, All related piping, sitework, structural, electrical, SCADA, instrumentation work and demolition.



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Stonecrest Subregional Wastewater Treatment Plant, Ocala, Florida, \$10,106,123.00

Construction of a new 1 MGD WWTP including a preliminary treatment structure with mechanical screening, effluent pump station, inplant lift station, administration building adjunct, operations building, emergency generator and provision, installation and construction of all specified electrical, instrumentation, piping, site grading, landscaping and paving. Installation of over 10,000 feet of PVC and DI pipe and fittings ranging in size from 1" to 30". Project included: mechanical, structural, electrical and instrumentation.

Oak Run Wastewater Treatment Plant, Ocala, Florida, \$9,057,907.13

Construction of the 1.6 MGD Wastewater Treatment Plant expansion including a preliminary treatment structure with mechanical screening and grit removal, retrofit of Plant "A" to a surge tank, two (2) BNR process units with clarifiers, sand filters, and chlorine tank, retrofit of Plant "B" to an aerobic digester, effluent pump station, in plant lift station, administration building adjunct, operations building, emergency generator, and provision, installation and construction of all specified electrical, instrumentation, piping, site grading, landscaping and paving.



NOTICE OF INTENT TO AWARD

ITB #20-02 Garnsey Water Treatment Plant Filter Media Placement February 10th, 2020

On January 30th, 2020 Purchasing received Two (2) bids for ITB #20-02 Garnsey Water Treatment Plant Filter Media Placement

After review of the bids submitted, City Staff has made its recommendation to award to the lowest bidder, Intercounty Engineering Inc. of Pompano Beach, FL for the bid price of \$88,700.

The amount will be based upon budget allocation approved by council and will be presented for City Council approval on March 17th, 2020.

	Name of Contractor	Intercounty Engineering, Inc.	
	Location of Business	Pompano Beach, FL	
ITEM #	DESCRIPTION	COST	
1	Remove existing screens	\$ 3,700.00	
2	Purchase and Install approximately 94 cy of 0.90 – 12.0 mm Anthracite	\$ 53,200.00	
3	Install approximately 46 cy of 0.45 – 0.55 mm Filter Sand	\$ 4,700.00	
4	Install approximately 16 cy of 0.80 – 1.20 mm Torpedo Sand	\$ 4,700.00	
5	Install approximately 16 cy of 1/8" – 1/4" Pea Gravel	\$ 4,700.00	
6	Reinstall existing screens	\$ 4,700.00	
7	Clean and remove lime from the interior walls and equipment of the South Softener Basin	\$ 13,000.00	
	TOTAL BID PROPOSAL PRICING	\$ 88,700.00	

David VanValkenburgh CFCM, C.P.M.
Purchasing Agent

		OPENING DATE/TIME: 01/30/2020 @ 2:30PM							
Bid Tabulation									
ITB #20-02									
GARNSEY WATER TREATMENT PLANT FILTER MEDIA PLACEMENT									
		Name of Contractor		Intercounty Engineering, Inc.		SGS Contracting			
		Location of Business		Pompano Beach, FL		High Spring, FL			
ITEM #	DESCRIPTION			COST		COST		COST	
1	Remove existing screens			\$ 3,700.00		\$ 10,000.00		\$ -	
2	Purchase and Install approximately 94 cy of 0.90 – 12.0 mm Anthracite			\$ 53,200.00		\$ 49,700.00		\$ -	
3	Install approximately 46 cy of 0.45 – 0.55 mm Filter Sand			\$ 4,700.00		\$ 20,000.00		\$ -	
4	Install approximately 16 cy of 0.80 – 1.20 mm Torpedo Sand			\$ 4,700.00		\$ 15,000.00		\$ -	
5	Install approximately 16 cy of 1/8” – 1/4” Pea Gravel			\$ 4,700.00		\$ 15,000.00		\$ -	
6	Reinstall existing screens			\$ 4,700.00		\$ 10,000.00		\$ -	
7	Clean and remove lime from the interior walls and equipment of the South Softener Basin			\$ 13,000.00		\$ 120,000.00		\$ -	
	TOTAL BID PROPOSAL PRICING			\$ 88,700.00		\$ 239,700.00		\$ -	
A	Confirm the number of calendar days to complete upon receipt of PO:			DAYS:	120	DAYS:	As Specified	DAYS:	
B	Warranty for Labor:			YEARS:	1		As Specified		
C	Warranty for Materials:			YEARS:	1	YEARS:	As Specified	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

**GARNSEY WATER TREATMENT PLANT
FILTER MEDIA PLACEMENT**



ITB #20-02

City of Port Orange Purchasing Division

Prepared by: David Van Valkenburgh, Purchasing Agent

Release Date: December 17, 2019

Bid Due Date and Time: January 30, 2020 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 #20-02

GARNSEY WATER TREATMENT PLANT FILTER MEDIA PLACEMENT

Notice is hereby given that the City of Port Orange is soliciting bids for ITB #20-02 GARNSEY WATER TREATMENT PLANT FILTER MEDIA PLACEMENT. 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 January 30, 2020** 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 Mandatory Pre-Bid and Site Visit following the Pre-Bid Conference for the project at 10:00 A.M. (local time) on January 7, 2020 and an Optional Pre-Bid Meeting and Site Visit following the Pre-Bid Conference at 10:00 A.M. (local time) on January 9, 2020 at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, Florida 32129.

All attendees to the Pre-Bid Conference and site visit must sign in. The representative of each Bidder shall be an authorized employee of the Bidder and shall sign in accordingly. **All Bidders must attend either one of the Mandatory Pre-Bid Conference and site visit.** Failure to sign in and attend the entire Mandatory Pre-Bid and Site Visit Conference shall result in disqualification of the submitted bid. Only Bidders attending a Mandatory Pre-Bid and Site Visit Conference will be eligible to submit a bid. **Bidders are urged to obtain Bid documents and familiarize themselves with the documents prior to the Pre-Bid meeting.**

DESCRIPTION: Filter Basin Media Installation and Softener Basin Cleaning of the South Treatment Train at the Garnsey Water Treatment Plant.

The City of Port Orange is soliciting sealed Bids to acquiring the services to:

Provide all labor, materials, and equipment necessary to install granular filter media onto the Garnsey Water Treatment Plant South Filter Basin to the depth indicated on the Filter Media Cross Section detail attached and as itemized below. The City of Port Orange will be providing all of the filter media for the project with the exception of the Anthracite, the contractor shall include the purchase of this in the bid. In addition to the work in the Filter, the contractor shall include all labor, materials and equipment necessary to clean the inside of the South Train Softener Tank. This includes removing the built-up lime from all interior surfaces and equipment of the tank. The contractor is not responsible for the disposal of the lime off-site.

I. Placement of Filter Media into the South Filter Basin & Cleaning of the South Softener Basin

- 1. Remove existing screens.*
- 2. Purchase and Install approximately 94 cy of 0.90 – 12.0 mm Anthracite.*
- 3. Install approximately 46 cy of 0.45 – 0.55 mm Filter Sand.*
- 4. Install approximately 16 cy of 0.80 – 1.20 mm Torpedo Sand.*
- 5. Install approximately 16 cy of 1/8" – 1/4" Pea Gravel.*
- 6. Reinstall existing screens.*
- 7. Clean and remove lime from the interior walls and equipment of the South Softener Basin*

All Bidders must be a commercial contractor 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.

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# 20-02 GARNSEY WATER TREATMENT PLANT FILTER MEDIA PLACEMENT"** in the subject line. Last day for questions is **January 16, 2020 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.

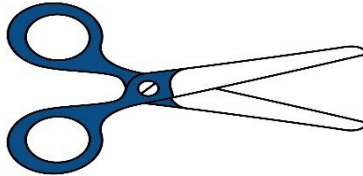
No Bids received after the time and date specified for the opening will be considered. The City of Port Orange, Florida reserves the right to reject any and all Bids, to waive any and all non-substantial irregularity in Bids received, whenever such waiver or rejection is in the best interest of the City.

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 #20-02 GARNSEY WATER TREATMENT PLANT FILTER MEDIA PLACEMENT"**

David Van Valkenburgh – Purchasing Agent
Legal Ad - One Time – December 17, 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 #20-02

BID TITLE:

**GARNSEY WATER TREATMENT PLANT
FILTER MEDIA PLACEMENT**

DUE DATE/TIME:

January 30, 2020 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 **commercial general contractor** (contractor/vendors) for the provision **GARNSEY WATER TREATMENT PLANT FILTER MEDIA PLACEMENT**. *Provide all labor, materials, and equipment necessary to install granular filter media onto the Garnsey. Water Treatment Plant South Filter Basin to the depth indicated on the Filter Media Cross Section detail attached and as itemized below. The City of Port Orange will be providing all of the filter media for the project with the exception of the Anthracite, the contractor shall include the purchase of this in the bid. In addition to the work in the Filter, the contractor shall include all labor, materials and equipment necessary to clean the inside of the South Train Softener Tank. This includes removing the built-up lime from all interior surfaces and equipment of the tank. The contractor is not responsible for the disposal of the lime off-site.*

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

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

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO BIDDERS

Firms or companies (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:..... December 17, 2019
Mandatory Pre-Bid Conference January 7, 2020 at 10:00 A.M.
Optional Pre-Bid Meeting..... January 9, 2020 at 10:00 A.M.
Deadline for Questions: January 16, 2020 by 5:00 P.M.
Final Addendum Posting: January 23, 2020 by 5:00 P.M.
Bids Due: January 30, 2020 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.

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

Offers by telephone, email or telegram shall not be accepted. Also, 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.**

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 Mandatory Pre-Bid Conferences, Optional Pre-Bid Conferences and site visits 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 prospective Bidders must attend either one of the meetings.** All attendees to the Mandatory Pre-Bid Conferences and site visit must sign in. The representative of each Contractor shall be an authorized employee of the company and shall sign in accordingly. Failure to sign in and attend either of the Mandatory Pre-Bid Conference shall result in disqualification of submitted bids. **Only firms attending a Mandatory Pre-Bid Conferences and site visit will be eligible to submit a bid.**

QUESTIONS REGARDING THIS ITB:

All questions shall reference “ITB #20-02 GARNSEY WATER TREATMENT PLANT FILTER MEDIA PLACEMENT” 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 commercial contractor and licensed to do business in the State of Florida. Submit Sunbiz report showing your company registered as "Active".

Contractor/Vendors must be a commercial contractor 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.

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 Acknowledgement 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/VENDORS 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 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.
- (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 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.

[Remainder of this page left intentionally blank]

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

Filter Basin Media Installation and Softener Basin Cleaning of the South Treatment Train at the Garnsey Water Treatment Plant.

Scope of Services

Provide all labor, materials, and equipment necessary to install granular filter media onto the Garnsey Water Treatment Plant South Filter Basin to the depth indicated on the Filter Media Cross Section detail attached and as itemized below. The City of Port Orange will be providing all of the filter media for the project with the exception of the Anthracite, the contractor shall include the purchase of this in the bid. In addition to the work in the Filter, the contractor shall include all labor, materials and equipment necessary to clean the inside of the South Train Softener Tank. This includes removing the built-up lime from all interior surfaces and equipment of the tank. The contractor is not responsible for the disposal of the lime off-site.

I. Placement of Filter Media into the South Filter Basin & Cleaning of the South Softener Basin

1. Remove existing screens.
2. Purchase and Install approximately 94 cy of 0.90 – 12.0 mm Anthracite.
3. Install approximately 46 cy of 0.45 – 0.55 mm Filter Sand.
4. Install approximately 16 cy of 0.80 – 1.20 mm Torpedo Sand.
5. Install approximately 16 cy of 1/8” – 1/4” Pea Gravel.
6. Reinstall existing screens.
7. Clean and remove lime from the interior walls and equipment of the South Softener Basin

All technical specifications are also attached as separate documents.

See link:

<https://portorange.sharepoint.com/:f:/g/pch/Eih9xsFzH4BNtKhcaUe3GnsBxa3IORrBIH3uzXoII0vAug?e=vclZtE>

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

End of Scope of Service

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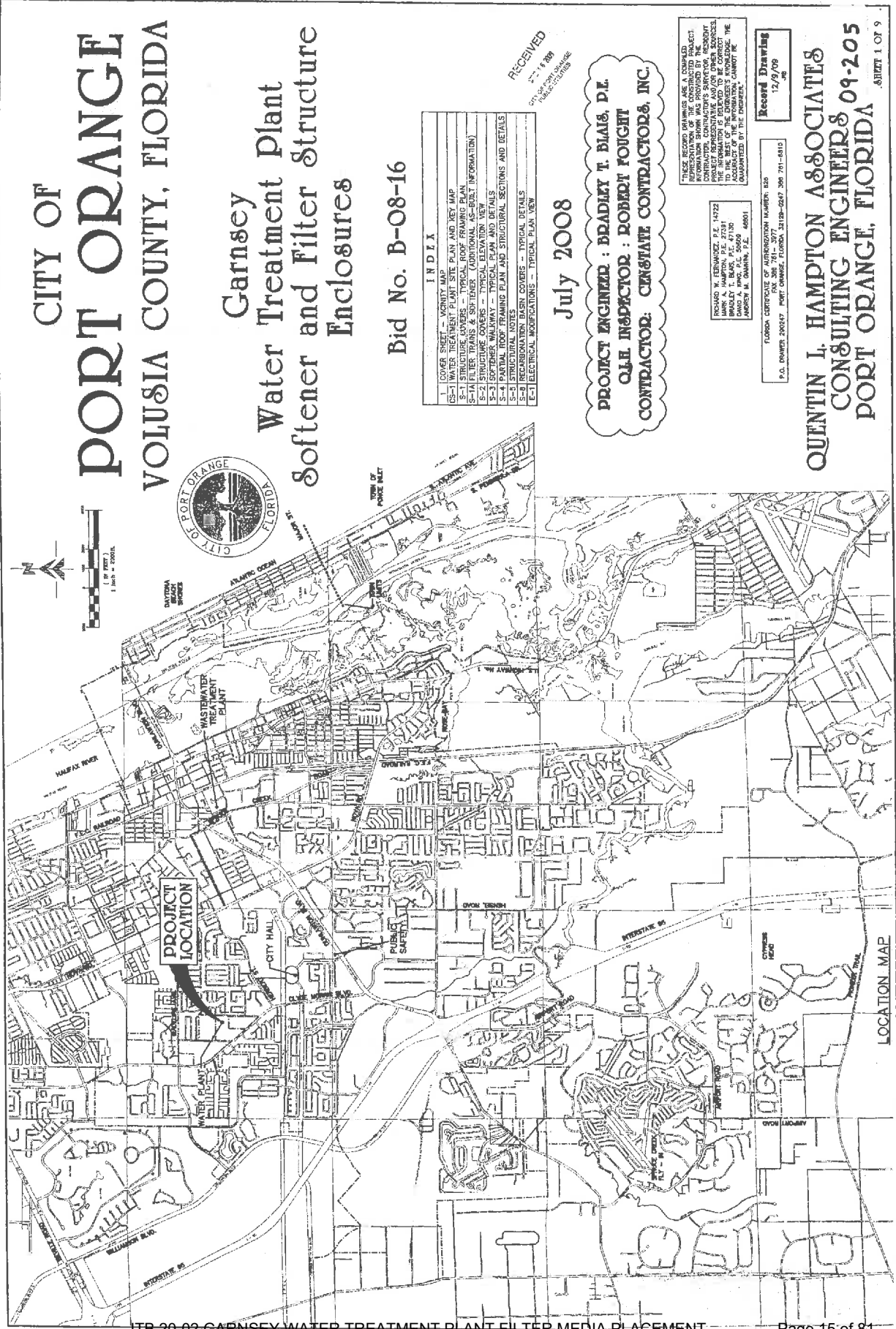
Filter Basin Media Installation and Softener Basin Cleaning of the South Treatment Train at the Garnsey Water Treatment Plant.

Scope of Services

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6. Reinstall existing screens.
7. Clean and remove lime from the interior walls and equipment of the South Softener Basin



CITY OF
PORT ORANGE
VOLUSIA COUNTY, FLORIDA



Garnsey
Water Treatment Plant
Softener and Filter Structure
Enclosures

Bid No. B-08-16

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1	COVER SHEET - GENERAL NOTES
2	WATER TREATMENT PLANT SITE PLAN AND NET MAP
3	STRUCTURE COVERS - TYPICAL ROOF FRAMING PLAN
4	STRUCTURE COVERS - TYPICAL ROOF FRAMING PLAN
5	STRUCTURE COVERS - TYPICAL ELEVATION VIEW
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100	STRUCTURE COVERS - TYPICAL ELEVATION VIEW

RECEIVED
JUL 15 2008
CITY OF PORT ORANGE
PLANNING DEPARTMENT

July 2008

PROJECT ENGINEER : BRADLEY T. BLAIS, P.E.
Q.E. INSPECTOR : ROBERT FOUGHT
CONTRACTOR: CENSTATE CONTRACTORS, INC.

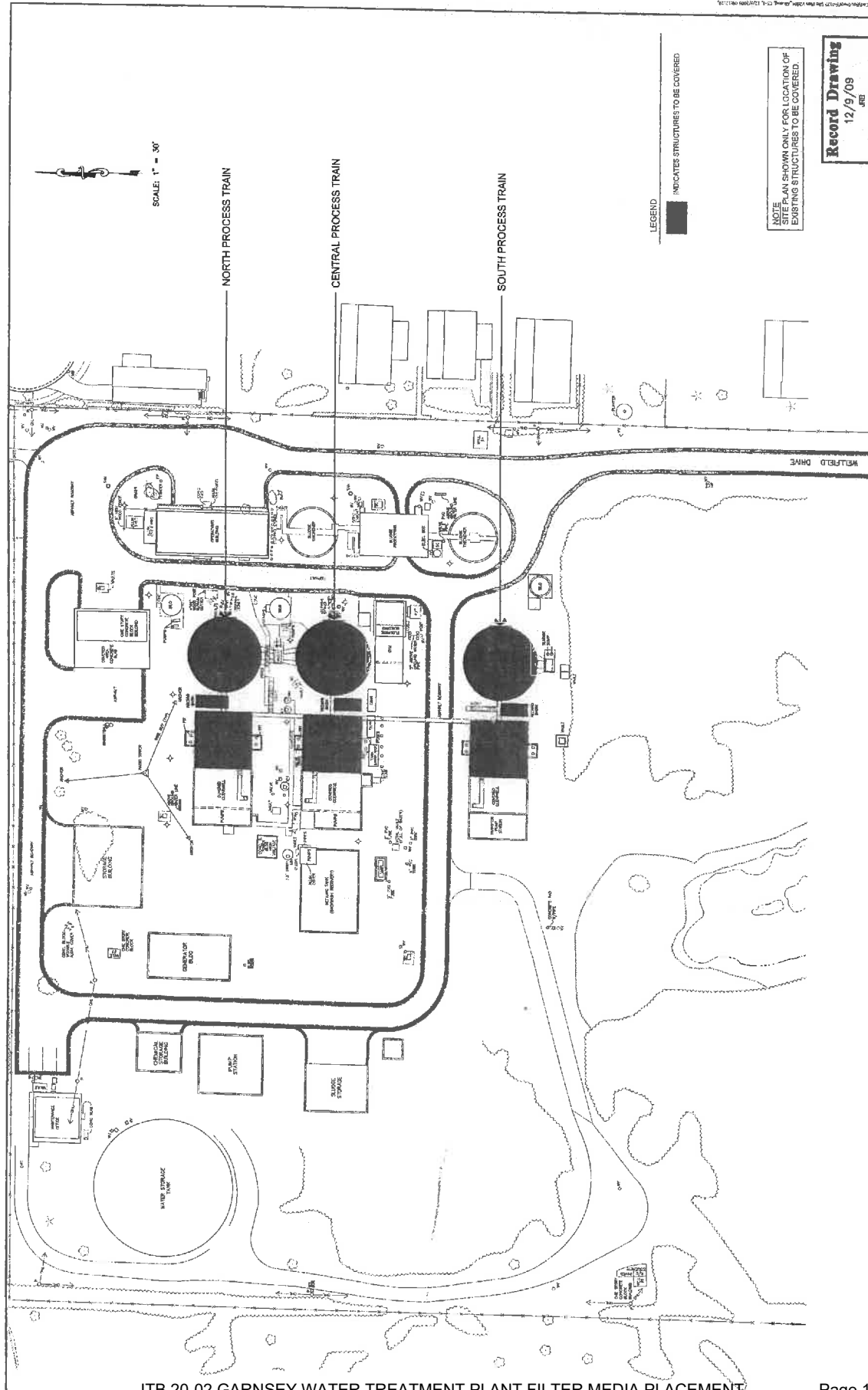
THESE RECORD DRAWINGS ARE A COMPLETED REPRESENTATION OF THE CONSTRUCTION PROJECT. CONTRACTOR'S OBLIGATION TO THE CITY OF PORT ORANGE IS LIMITED TO THE INFORMATION PROVIDED TO THE CITY OF PORT ORANGE. THE CITY OF PORT ORANGE CANNOT BE HELD RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED TO THE CITY OF PORT ORANGE.

BRADLEY T. BLAIS, P.E.
14722
CIVIL ENGINEER
CENSTATE CONTRACTORS, INC.
48001

Record Drawing
12/9/09

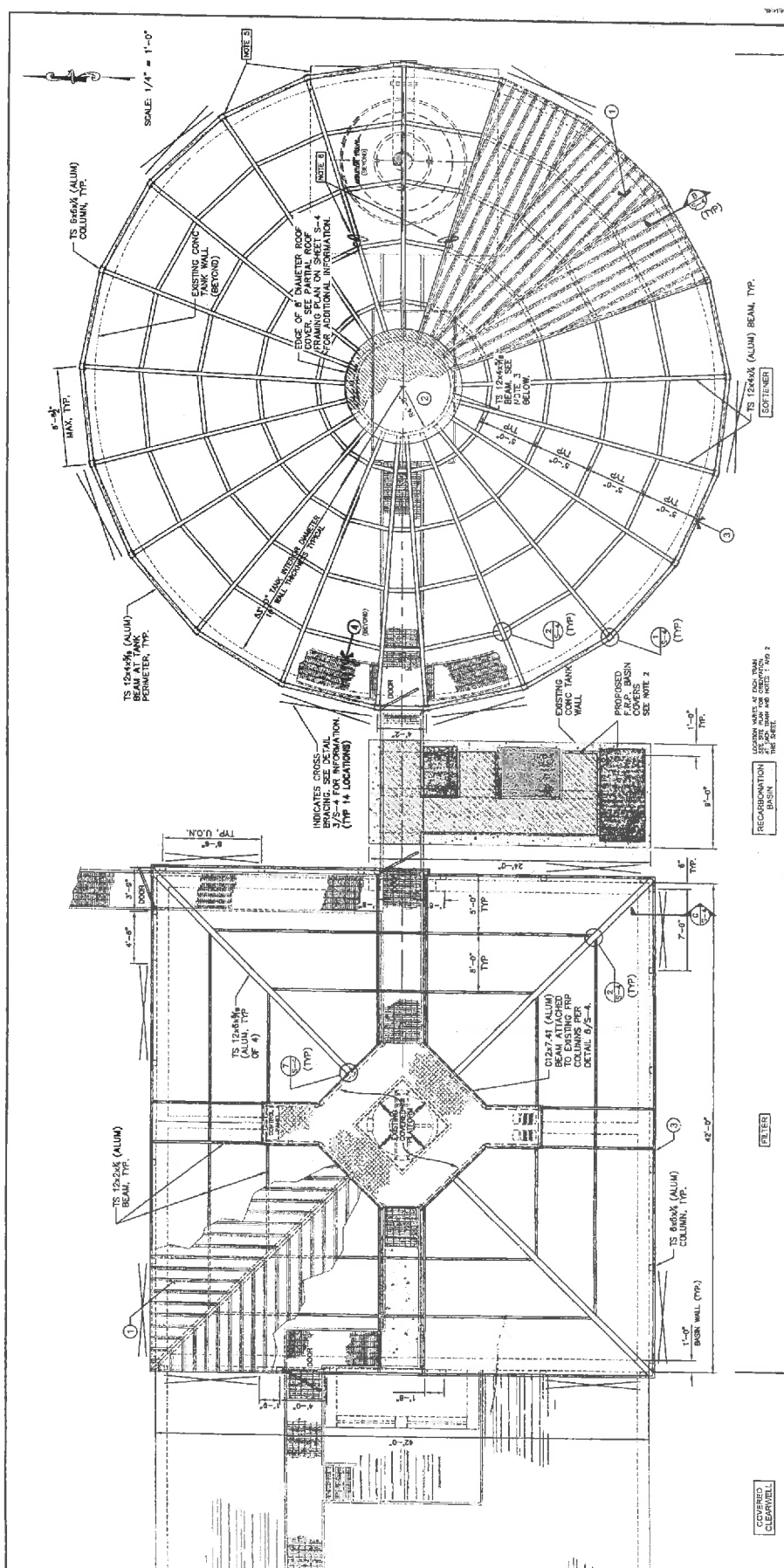
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 820
P.O. BOX 791-3077
PORT ORANGE, FLORIDA 32139-0047 306 791-4815

QUENTIN L. HAMPTON ASSOCIATES
CONSULTING ENGINEERS 09-205
PORT ORANGE, FLORIDA
SHEET 1 OF 9



ITB 20-02 GARNSEY WATER TREATMENT PLANT FILTER MEDIA PLACEMENT

QUENTIN L. HANDYON ASSOCIATES, INC. CONSULTING ENGINEERS FLORIDA CERTIFICATE NUMBER: 04 P.O. BOX 20047 PORT ORANGE, FLORIDA 32129-0047 386 781-8810		CITY OF PORT ORANGE VOLUSIA COUNTY, FLORIDA		GARNSEY WATER TREATMENT PLANT SOFTENER AND FILTER STRUCTURE ENCLOSURES		WATER TREATMENT PLANT SITE PLAN AND KEY MAP		DESIGNED BY: T. L. HANDYON, P.E. 4752 CHECKED BY: T. L. HANDYON, P.E. 4752 DRAWN BY: T. L. HANDYON, P.E. 4752 DATE: 12-09-09 SCALE: 1" = 30' SHEET NO. CS-1 OF 9	
--	--	--	--	---	--	--	--	--	--



- LEGEND**
- 1 INSULATED ALUMINUM ROOF PANELS (TYPICAL).
 - 2 REMOVABLE COVER/VENTILATION S-4.
 - 3 REMOVABLE COVER/VENTILATION S-4.
 - 4 SOFTENER PERIMETER WALKWAY AT TOP OF TANK WALL 2'-0" WIDE (TYPICAL). SEE DETAIL ON SHEET S-3.

NOTES:

1. STRUCTURE DIMENSIONS SHOWN ARE TYPICAL OF ALL PREVIOUS TANKS. THE CONTRACTOR SHALL VERIFY THE EXISTING DIMENSIONS OF THE TANKS AND MAKE ANY NECESSARY ADJUSTMENTS TO THE DIMENSIONS OF THE TANKS TO ACCOMMODATE THE DIMENSIONS OF THE TANKS.
2. THE CONTRACTOR SHALL VERIFY THE EXISTING DIMENSIONS OF THE TANKS AND MAKE ANY NECESSARY ADJUSTMENTS TO THE DIMENSIONS OF THE TANKS TO ACCOMMODATE THE DIMENSIONS OF THE TANKS.
3. THE CONTRACTOR SHALL VERIFY THE EXISTING DIMENSIONS OF THE TANKS AND MAKE ANY NECESSARY ADJUSTMENTS TO THE DIMENSIONS OF THE TANKS TO ACCOMMODATE THE DIMENSIONS OF THE TANKS.
4. THE CONTRACTOR SHALL VERIFY THE EXISTING DIMENSIONS OF THE TANKS AND MAKE ANY NECESSARY ADJUSTMENTS TO THE DIMENSIONS OF THE TANKS TO ACCOMMODATE THE DIMENSIONS OF THE TANKS.

STRUCTURES TO BE COVERED

5. CONTRACTOR SHALL ADJUST SCREEN PANELS TO ACCOMMODATE EXISTING AIRFLOW AND PROVIDE SCREEN PANELS TO ACCOMMODATE EXISTING AIRFLOW.

6. AIRFLOW AIR CIRCULATION PANS TO BE INSTALLED BY ELECTRICAL CONTRACTOR AND IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS. SEE SHEET S-1.

REVISIONS

NO.	BY	DATE	DESCRIPTION
1	Q.L.	12/19/09	ISSUED FOR PERMIT

QUANTIN L. HAMPTON ASSOCIATES, INC. CONSULTING ENGINEERS 1000 N. W. 10th Ave., Suite 200 Fort Lauderdale, FL 33304 P.O. BOX 220247 Fort Lauderdale, FL 33322-0247 TEL: 754-771-3877 FAX: 754-771-3877		SHEET NO. S-1 OF 9
PROJECT NO. 2002-02 PROJECT NAME ITB 20-02 GARNSEY WATER TREATMENT PLANT		DATE 12/19/09 DRAWN BY Q.L. CHECKED BY Q.L. APPROVED BY Q.L.
CITY OF PORT ORANGE VOLUSIA COUNTY, FLORIDA		JOB NO. 0001
WATER TREATMENT PLANT SOFTENER AND FILTER STRUCTURE ENCLOSURES		SCALE AS SHOWN

SEE SHEET S-1A FOR ADDITIONAL AS-BUILT INFORMATION

Record Drawing 12/19/09

NOBLE STRUCTURAL GROUP, INC.

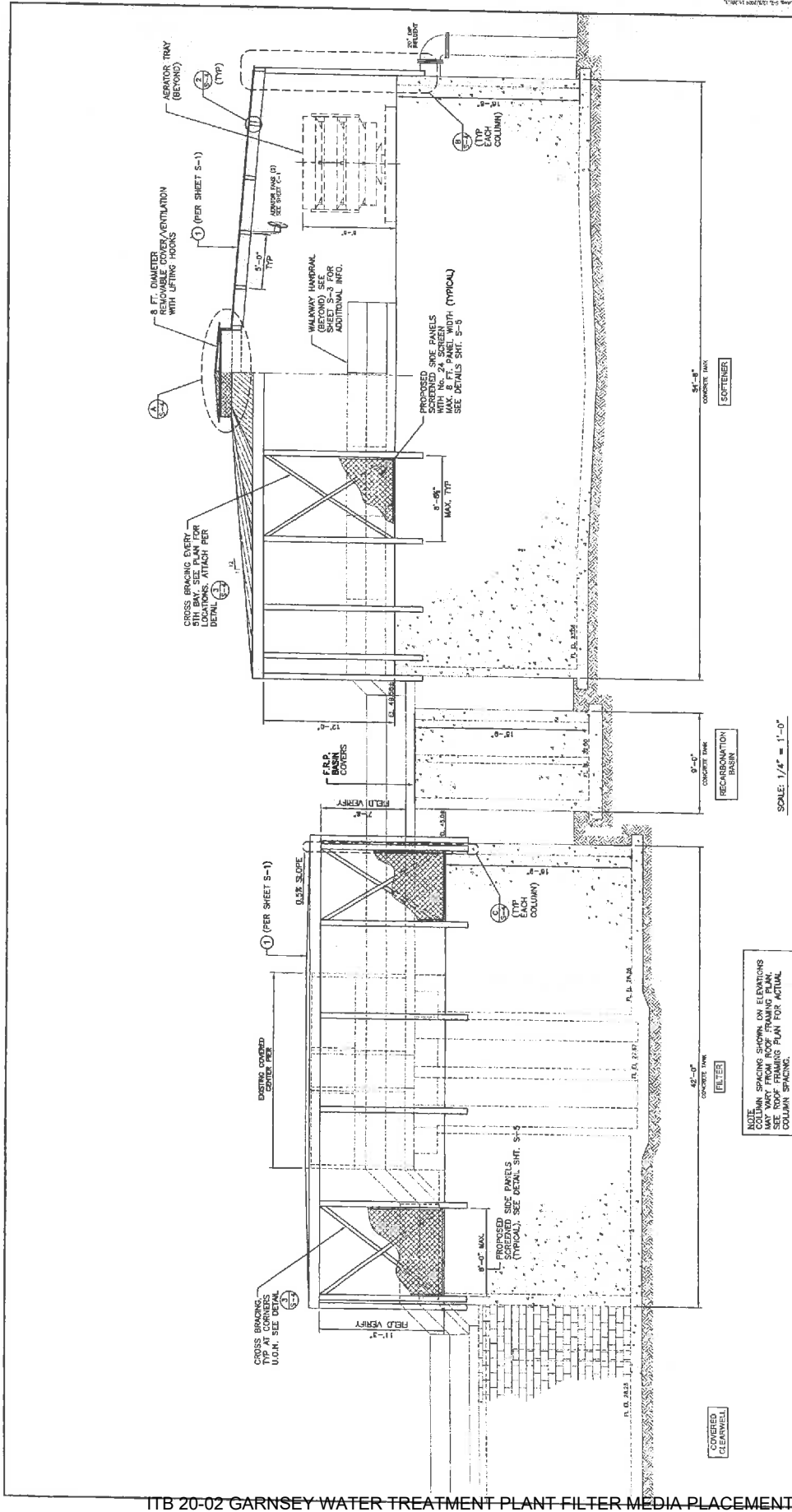
CONSULTING ENGINEERS

STRUCTURE COVERS

TYPICAL ROOF FRAMING PLAN

ITB 20-02 GARNSEY WATER TREATMENT PLANT FILTER MEDIA PLACEMENT

Page 17 of 81



SCALE: 1/4" = 1'-0"

Record Drawing
12/9/09
JRB

NOBLE STRUCTURAL GROUP, INC.
CONSULTING ENGINEERS

DESIGNED BY: RICHARD W. FERNANDEZ, P.E. 11728
CHECKED BY: DAVID A. WILSON, P.E. 47130
APPROVED BY: PATRICK N. GARNSEY, P.E. 46801

PROJECT: GARNSEY WATER TREATMENT PLANT
ENCLOSURES

DATE: 12/9/09

PORT ORANGE
VOLusia COUNTY, FLORIDA

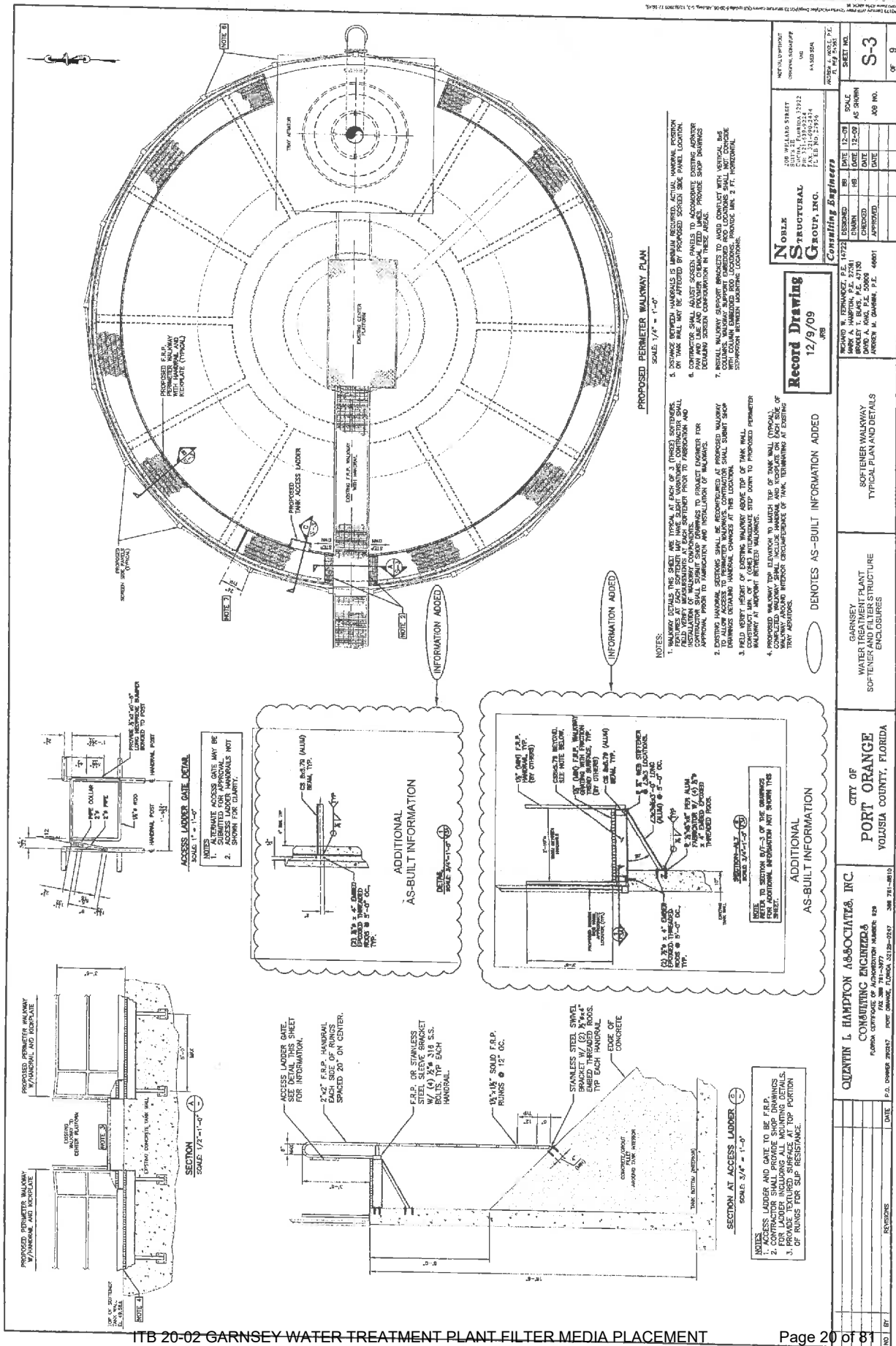
QUENTIN L. HAMPTON ASSOCIATES, INC.
CONSULTING ENGINEERS &
FLORIDA CERTIFICATE NO. 104868-EXP
FOR 906 711-2877
PORT ORANGE, FLORIDA 32129-3247 386 741-8510

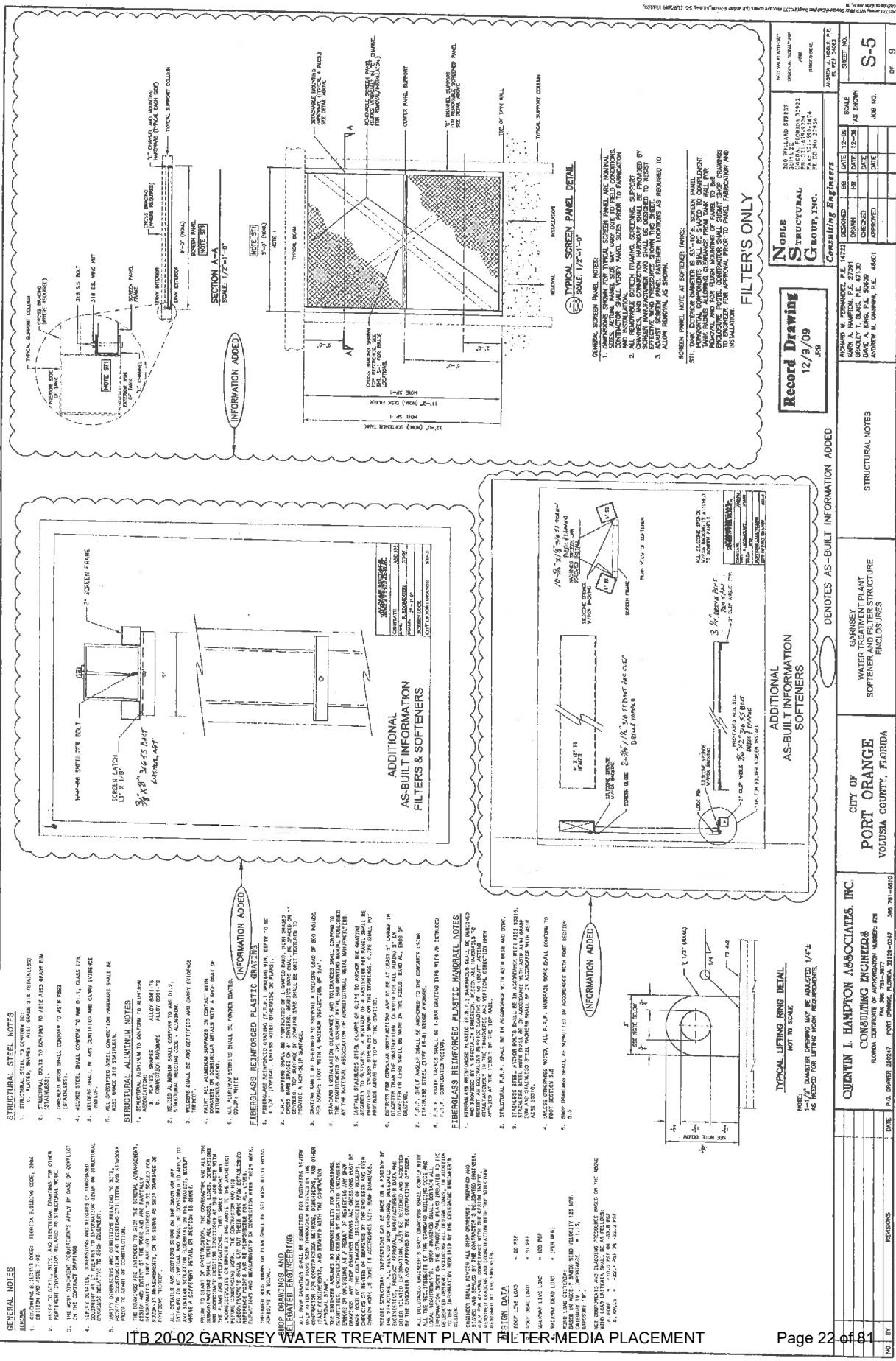
S-2
OF 9

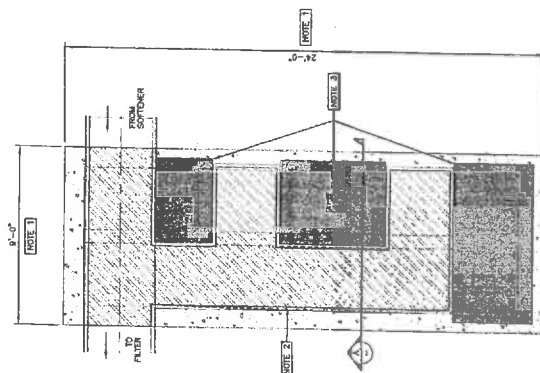
REVISIONS

NO.	BY	DATE	REVISIONS

STRUCTURE COVERS
TYPICAL ELEVATION VIEW







PROPOSED RECARB BASIN COVER PLAN

SCALE: 3/8" = 1'-0"

NOTES

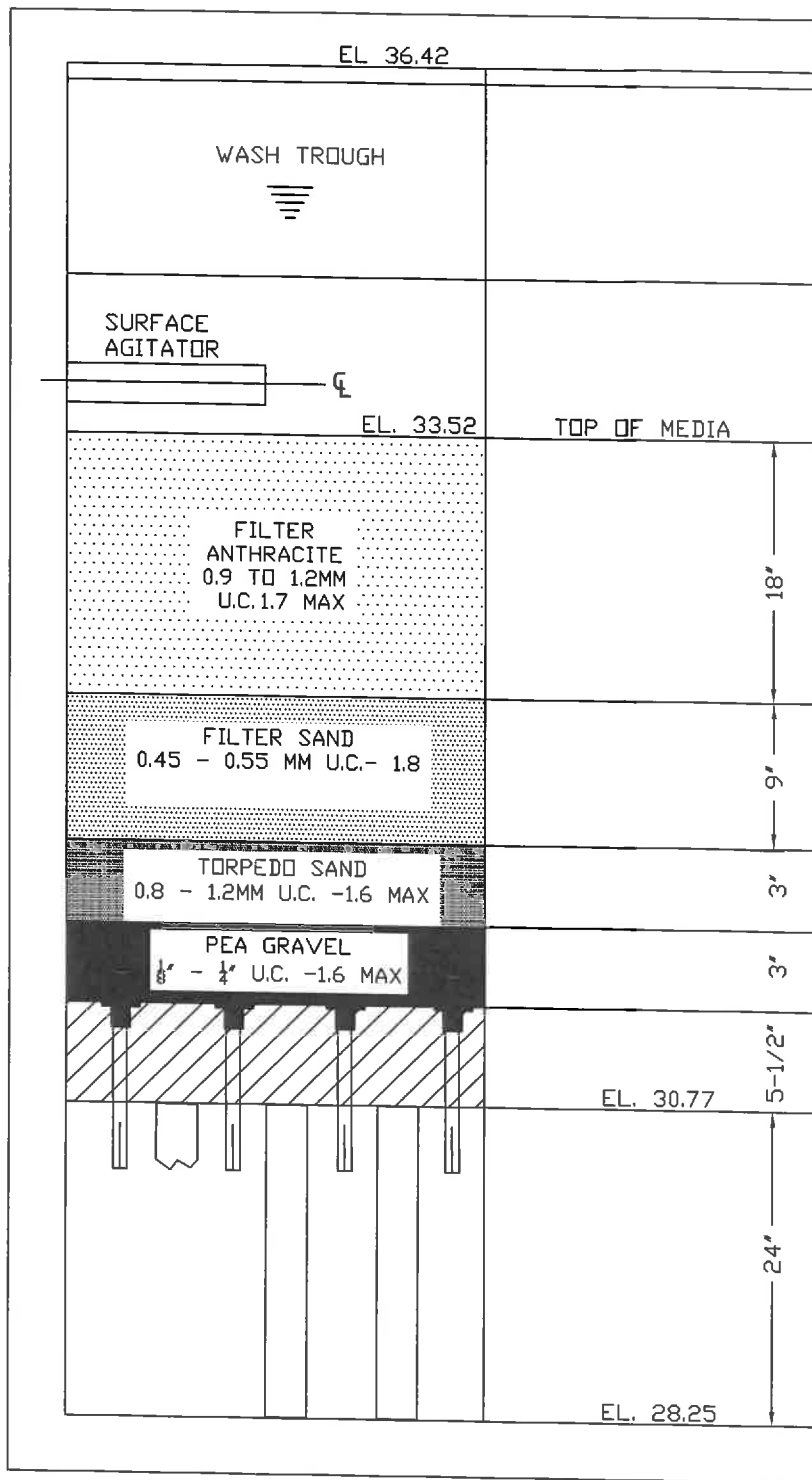
- [illegible]

Record Drawing
12/9/09

[illegible]



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FILTER MEDIA INSTALLATION CROSS SECTION
NOT TO SCALE

FILE NAME:

-

DETAIL REF:

-

SECTION 4 – STANDARD PURCHASE DEFINITIONS

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

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

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

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

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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 Body Injury: \$100,000 each person, \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance Builders Risk. <u>Additional Coverage:</u>	Buildings - Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
Professional Liability (Errors & Omissions)	Coverage- \$1,000,000 minimum	

53. INVOICES AND PAYMENTS

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

54. IRREVOCABILITY OF RESPONSES

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

55. LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS

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

56. LEGAL REQUIREMENTS

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

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

57. LICENSES, PERMITS AND TAXES

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

58. LITERATURE (if applicable):

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

59. LOCAL PREFERENCE

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

(a) Competitive Bids

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

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

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

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

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

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

60. **MAINTENANCE**

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

61. NAME BRANDS

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

62. NON-DISCRIMINATION

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

63. NON-EXCLUSIVITY OF CONTRACT

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

64. NON-PERFORMANCE:

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

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

65. NOTICE TO CONTRACTOR

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

66. OPTIONAL CONTRACT USAGE

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

67. OTHER AGENCIES

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

68. PATENTS/COPYRIGHTS

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

69. PRE-BID CONFERENCE OR PRE-PROPOSAL CONFERENCE

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

70. PREPARATION OF RESPONSES

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

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

71. POSTPONEMENT / CANCELLATION / WAIVER OF IRREGULARITIES

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

72. PRICING

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

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

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

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

73. PRODUCTS/ESTIMATES:

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

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

74. PROPRIETY INFORMATION

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

75. PROTECTION

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

76. PUBLIC ENTITY CRIMES

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

77. **PUBLIC RECORDS COMPLIANCE**

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

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

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

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

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

79. PURCHASE ORDER AND DELIVERY

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

80. QUALITY

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

81. QUESTIONS, INTERPRETATIONS

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

82. RECORDS/AUDIT

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

83. RECYCLED MATERIALS

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

84. REJECTING OF RESPONSES, REBIDDING

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

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

85. REQUEST FOR ADDITIONAL INFORMATION

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

86. REVIEW OF RESPONSES/SUBMISSIONS

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

87. RIGHT OF NEGOTIATION RFP/RFSQ/ITN

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

88. RIGHT OF WITHDRAWAL

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

89. RIGHTS TO SOLICITATION SUBMITTED MATERIAL

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

90. RULES, REGULATIONS AND LICENSING REQUIREMENT

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

91. SAMPLES

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

92. SEPARATION AND DISTRIBUTION

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

93. SEVERABILITY

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

94. SIGNATURE REQUIRED

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

95. SIGNED RESPONSE CONSIDERED AN OFFER

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

96. SILENCE OF SPECIFICATIONS

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

97. SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES

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

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

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

98. STATE LICENSING REQUIREMENTS

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

99. SUBCONTRACTING

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

100. SUPPLEMENTAL MATERIALS

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

101. TAXES

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

102. TERM CONTRACTS

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

103. TERMINATION

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

104. TERMINATION - NOTICE

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

105. TITLE TRANSFER

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

106. UNBALANCED BID

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

107. USE OF SOLICITATION FORMS

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

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

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

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

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

108. VARIANCES

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

109. VENDOR'S PRODUCT OR SERVICES

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

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

110. WAIVER OF IRREGULARITIES

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

111. WARRANTIES

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

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.

Working hours are 7am- 5pm Monday through Friday, a working superintendent must be on site at all time. All debris generated by project is to be removed daily. Disposal of materials will conform to applicable codes and ordinances and placed in licensed landfill or similar disposal site. Existing dumpsters are not to be used by contractor or subs.

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. The desired substantial completion will be ninety (90) days and thirty (30) calendar days for final completion.

No subcontractor is allowed without written approval from the Public Works Engineering Department.

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. Substantial Completion Time: Not to exceed sixty (60) days from the date of the Notice to Proceed.
- E. Final Completion Time: Not to exceed ten (10) days from the date of the Notice to Proceed.

ELIGIBILITY OF VENDOR:

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

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

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 – Local Business Affidavit of Eligibility
- _____ Form 7.11 – Certificate as to Corporate Principal
- _____ Form 7.12 – Listing of Subcontractors
- _____ Attachment 1 – Bid Proposal
- _____ Copy of License (Contractor, Sunbiz, etc.)
- _____ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY: _____

Name of Business

Authorized Signature

Date

This document must be completed and returned with your Submittal

FORM 7.2 – VENDOR’S ACKNOWLEDGEMENT FORM

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

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

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

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

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

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

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

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

NAME OF BUSINESS

MAILING ADDRESS

AUTHORIZED SIGNATURE

CITY, STATE & ZIP CODE

NAME, TITLE, TYPED

TELEPHONE NUMBER / FAX NUMBER

FEDERAL IDENTIFICATION #

E-MAIL ADDRESS

STATE OF _____ COUNTY OF _____

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

My Commission Expires:

Notary Public

This document must be completed and returned with your Submittal

FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

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

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

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

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

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

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

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

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

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

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

_____, as _____ of

(NAME)

(TITLE)

and who:

(NAME OF ORGANIZATION)

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.4 – DRUG-FREE PREFERENCE STATEMENT

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

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

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

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

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

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

_____, as _____ of _____

(NAME)

(TITLE)

_____ 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 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

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

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

BUSINESS NAME: _____

CONTACT PERSON/TITLE: _____

MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

Length of Time at Address Provided: _____

Physical Presence of Business: ☐ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned FranchiseAnd within Legal Boundaries: ☐ The City of Port Orange ☐ Volusia County ☐ The State of Florida

FEIN (Federal Employer Identification Number): _____

BUSINESS STRUCTURE: ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship☐ Other (Specify): _____

PHONE NUMBER: _____ FAX: _____

EMAIL: _____

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

ATTESTATION – I understand that:

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

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

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***

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

FORM 7.12 – 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 of Port Orange 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

BID COST/FEE PROPOSAL**"ATTACHMENT 1" SCHEDULE OF UNIT PRICING****BID FORM****CITY OF PORT ORANGE****ITB # 20-02****GARNSEY WATER TREATMENT PLANT FILTER MEDIA PLACEMENT**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:

BID PROPOSAL PRICING

Placement of Filter Media into the South Filter Basin & Cleaning of the South Softener Basin

ITEM #	DESCRIPTION	COST	
1	Remove existing screens		
2	Purchase and Install approximately 94 cy of 0.90 – 12.0 mm Anthracite		
3	Install approximately 46 cy of 0.45 – 0.55 mm Filter Sand		
4	Install approximately 16 cy of 0.80 – 1.20 mm Torpedo Sand		
5	Install approximately 16 cy of 1/8" – 1/4" Pea Gravel		
6	Reinstall existing screens		
7	Clean and remove lime from the interior walls and equipment of the South Softener Basin		
TOTAL BID PROPOSAL PRICING		\$0.00	
A	Confirm the number of calendar days to complete upon receipt of PO:		Days
B	Warranty for Labor:		Years
C	Warranty for Materials:		Years
AWARD: THIS BID WILL BE AWARDED TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER			

This document must be completed and returned with your Submittal



**CITY OF PORT ORANGE
STANDARD CONTRACT FOR SERVICES**

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2016, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and _____ ("Contractor"), a _____ corporation whose principal address is _____. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

- (a) The Contractor hereby agrees to provide the following equipment, materials, labor and other such related services to the City of Port Orange:

(i) _____

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

Term: This Contract shall become effective on the last date the Contract is signed by the Parties. Work shall be substantially completed within ____ calendar days from issuance of a Notice to Proceed and final completion ____ days thereafter (the "Term").

Manner and Place: The work shall be performed as outlined in Exhibit "____," in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall not deliver goods or services without a written Purchase Order(s) or Notice to Proceed(s), signed by an authorized agent of the City of Port Orange.

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

Authorization for Services: This Contract standing alone does not authorize the purchase of any work or services or require the City to place any orders for work or service. Authorization for performance of services by the Contractor under this Contract shall be in the form of a written Notice to Proceed issued and executed by the City. The City reserves the right to contract with other parties for work and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

Liquidated Damages: Contractor shall pay \$_____ for each day that expires after the date the Work is required to be Substantially Completed until the Contractor achieves Substantial Completion with the work. Contractor and City agree and recognize that the liquidated damages set forth herein shall not be treated as a penalty and are just damages that are proportionate to any damages that might reasonably be expected to follow from a delay to Substantial Completion.

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the prices set forth in Exhibit "___" attached hereto, subject to a limit up to but not to exceed \$_____ for the term of this Contract. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

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

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

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

5. Contract Administration. The _____ shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

6. Termination for Convenience of the City

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

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

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

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

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

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

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

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

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 20 of this contract concerning disputes.

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

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

9. Examination of Records

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

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

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

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

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

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

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

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

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

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

11. Termination for Non-Appropriation of Funds

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

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

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

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

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

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

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

14. Modifications or Changes to this Contract

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

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance

with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

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

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

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

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

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

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

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

19. **Inspection**

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

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of

this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

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

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

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

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

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

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

22. Disputes. The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence. Pending a final determination of a properly appealed decision of the Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

23. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure

shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

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

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

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

27. Notice. For purposes of this agreement, notices shall be sent as follows:

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

Copy to: City of Port Orange
Attention: _____
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-____

Contractor: _____
Attention: _____

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

28. Contract Construction

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of

an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

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

[Remainder of this page intentionally left blank]

SAMPLE

Witnesses: _____

Printed Name: _____

Printed Name: _____

By: _____

Printed Name: _____

Title: _____

If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, as _____ of _____, a _____ corporation, and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

By: _____
Printed Name: _____ Donald O. Bumette, Mayor

Date: _____
Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Donald O. Bumette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

Witnesses:

ATTEST:

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

Date: _____
Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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



End of Solicitation Documents



MANDATORY PRE-BID
CONFERENCE

City of Port Orange
1000 City Center Circle
Port Orange, FL 32129
Purchasing Division
purchdiv@port-orange.org

1/7/2020 10:00 A.M.

ITB# 20-02 GARNSEY WATER TREATMENT PLANT FILTER MEDIA PLACEMENT

PLEASE WRITE CLEARLY

#	Name	Signature	Title	Company	Phone	Email
1	David Van Valkenburgh	<i>David Van Valkenburgh</i>	Purchasing Agent	City of Port Orange	386-506-5704	dvanvalkenburgh@port-orange.org
2	Joseph Castro	<i>Joseph Castro</i>	Purchasing Buyer	City of Port Orange	386-506-5717	jcastro@port-orange.org
3	Michael Hall	<i>Michael Hall</i>	Purchasing Buyer	City of Port Orange	386-506-5740	mhall@port-orange.org
4	James Tillman	<i>Jim Tillman</i>	Purchasing Manager	City of Port Orange	386-506-5718	jtillman@port-orange.org
	Junos Reed	<i>[Signature]</i>	Engineer Manager	City of Port Orange	386-506-5754	jureed@port-orange.org
5	Steve Parnell	<i>[Signature]</i>	Deputy Director Public Utilities	City of Port Orange	386-506-5759	sparnell@port-orange.org
6	Lynn Stevens	<i>[Signature]</i>	Director Public Utilities	City of Port Orange	386-506-5762	lstevens@port-orange.org
7	Boyce Holmes	<i>B. Holmes</i>	Superintendent	Intercounty Eng.	904-509-3192	bids@rfcenvironmental.com
8	Keith Cline	<i>K. Cline</i>	Tech. Sales	Kyle Construction	870-781-0670	kcline@slwater.net
9	Liam Larrar	<i>Liam Larrar</i>		Meeks Plumbing	772-473-1417	kmeeks@meeksplumbing.com
10	Michelle Montague	<i>Michelle Montague</i>	Contractor	SGS Contracting	352-745-1950	sah@sgscsi.com
11	James Mims	[Signature]				
12	Jerry Mims	<i>Jerry Mims</i>	Manager	Hydro Int.	407 322-0330	jmims@hydro-int.com
13	Fried Parker	<i>Fried Parker</i>	Operator	Hydro Int.	407 322-0330	
14						
15						
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CERTIFICATE OF LIABILITY INSURANCE							Date 2/11/2020	
Producer: Plymouth Insurance Agency 2739 U.S. Highway 19 N. Holiday, FL 34691 (727) 938-5562				This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.				
Insured: South East Personnel Leasing, Inc. & Subsidiaries 2739 U.S. Highway 19 N. Holiday, FL 34691				Insurers Affording Coverage			NAIC #	
				Insurer A: Lion Insurance Company			11075	
				Insurer B:				
				Insurer C:				
				Insurer D:				
Insurer E:								
Coverages The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.								
INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits		
		GENERAL LIABILITY ☐ Commercial General Liability ☐ Claims Made ☐ Occur General aggregate limit applies per: ☐ Policy ☐ Project ☐ LOC				Each Occurrence	\$	
		Damage to rented premises (EA occurrence)				\$		
		Med Exp				\$		
		Personal Adv Injury				\$		
		General Aggregate				\$		
		Products - Comp/Op Agg				\$		
							AUTOMOBILE LIABILITY ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos	
Bodily Injury (Per Person)	\$							
Bodily Injury (Per Accident)	\$							
Property Damage (Per Accident)	\$							
		EXCESS/UMBRELLA LIABILITY ☐ Occur ☐ Claims Made ☐ Deductible				Each Occurrence		
						Aggregate		
A	Workers Compensation and Employers' Liability Any proprietor/partner/executive officer/member excluded? NO If Yes, describe under special provisions below.		WC 71949	01/01/2020	01/01/2021	☒ WC Statutory Limits	OTH-ER	
						E.L. Each Accident		\$1,000,000
						E.L. Disease - Ea Employee		\$1,000,000
						E.L. Disease - Policy Limits		\$1,000,000
Other			Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12616					
Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions: Client ID: 91-67-608 Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company": Intercounty Engineering, Inc. Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in: FL. Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity. A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or email certificates@lioninsurancecompany.com Project Name: ISSUE 02-11-20 (AR)								
Begin Date: 1/1/2014								
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, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.				

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, Stephen Polk, 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 Lion Insurance Company Company, under the terms of Policy Number WC 71949 for a period from January 01, 2020 to January 01, 2021.

WITNESS:

By: [Signature]

Name: Eric Jones

CONTRACTOR:

Company: Intercounty Engineering, Inc.

By: [Signature]

Name/Title: Stephen Polk, Vice President

Sworn to and subscribed before me this 10 day of February, 2020.

My Commission Expires: 11/21/23

[Signature]
Notary Public



Shelley McDougale

Notary Public Printed Name



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 3/17/2020

Consent item: Yes

SUBJECT: (B7b) Intent to Award ITB #19-30 REBID for Scanning Services to Advanced Data Solutions, Inc.

DEPARTMENT: Community Development

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve contract award for ITB #19-30 REBID for scanning services to Advanced Data Solutions, Inc. for a one (1) year term with three (3) one-year renewal options at the rate listed, and authorize the Mayor and City Clerk to execute all necessary contract documents.

SUMMARY: Request for City Council approval to award ITB #19-30 REBID to Advanced Data Solutions, Inc., 141 Scarlet Blvd., Suite A, Oldsmar, FL 34677, for a one (1) year term with three (3) one-year renewal options.

The purpose of ITB #19-30 REBID was to solicit competitive bids for the provision of acquiring services to establish a City-wide agreement for scanning and indexing residential and commercial building permits, site plans, subdivision files, and other City department hard copy documents into digital format on an as needed basis.

Scanning of all existing Community Development documents from the past 30+ years into digital format would not only assist in staff efficiently accessing and providing readily available digital files for public records requests, but also could be a catalyst in the City's effort to "go green" by eventually becoming completely paperless at intake of all Community Development building permit and development review/public hearing applications and associated documents.

Three bids were opened and evaluated by the City on February 10, 2020, and deemed responsive:

- Advanced Data Solutions, Inc.
- Pioneer Records Management
- Archive Corporation

Of the three bids, Advanced Data Solutions, Inc. submitted the lowest bid at a base rate of \$104,000.00 which represents cost to scan the estimated number Community Development's remaining un-scanned files at a rate of:

- \$115/box for an estimated 850 boxes
- \$10.00/rolled plan for an estimated 625 rolled plans

Currently for FY20, Community Development's Building, Planning, and Engineering divisions has budgeted in total \$85,600.00 for scanning services. The \$104,000.00 bid from Advanced Data Solutions, Inc., represents the estimated total amount to scan the estimated number of boxes/rolled plans at the rate listed above. Since this is a multi-year project, Community Development will budget as needed in future fiscal years.

There are several City departments/divisions that may require scanning and indexing services. Each City department/division may utilize the contract resulting from this ITB and the box/rolled plan rates above to fill the individual needs of that department or division as budgeted.

Upon reference checks with the City of Orlando, Orange County, and Collier County, Advanced Data Solutions, Inc.'s work was found to be satisfactory with thorough knowledge in the areas of work and quality associated with scanning services. Based upon evaluation of the bids, it is recommended that the contract be awarded to Advanced Data Solutions, Inc.

Project No.: Funding Account No.:

Presenter: Tim Burman

ATTACHMENTS:

1.	Advanced Data Solutions Inc Standard Contract for Services	Advanced Data Solutions Inc Standard Contract for Services.pdf
2.	ITB 19-30 REBID ADVANCED DATA SOLUTIONS PROPOSAL 2.10.2020	ITB 19-30 REBID ADVANCED DATA SOLUTIONS PROPOSAL 2.10.2020.pdf
3.	ITB 19-30 REBID NOTICE OF INTENT TO AWARD FINAL 2.20.2020	ITB 19-30 REBID NOTICE OF INTENT TO AWARD FINAL 2.20.2020.pdf
4.	ITB 19-30 REBID SCANNING HARD COPY TO DIGITAL FORMAT FINAL (1-7-2020)	ITB 19-30 REBID SCANNING HARD COPY TO DIGITAL FORMAT FINAL (1-7-2020).pdf
5.	ITB 19-30 REBID ADDENDUM NO.2 (2-3-2020)	ITB 19-30 REBID ADDENDUM NO.2 (2-3-2020).pdf
6.	ITB 19-30 REBID ADDENDUM No.1 (1-20-2020)	ITB 19-30 REBID ADDENDUM No.1 (1-20-2020).pdf
7.	ITB 19-30 REBID TABULATION SHEET FINAL 2-11-2020	ITB 19-30 REBID TABULATION SHEET FINAL 2-11-2020.pdf
8.	ITB 19-30 REBID ADVANCED DATA SOLUTIONS SUBMITTAL 2.10.2020	ITB 19-30 REBID ADVANCED DATA SOLUTIONS SUBMITTAL 2.10.2020.pdf

Melanie Schmotzer
Tim Burman
James Tillman

Created/Initiated - 2/27/2020
Approved - 2/27/2020
Approved - 2/28/2020

Matthew Jones
Jake Johansson
Robin Fenwick

Approved - 3/10/2020
Approved - 3/11/2020
Final Approval - 3/11/2020



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2020, 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 **ADVANCED DATA SOLUTIONS, INC.** ("Contractor"), a Florida corporation whose principal address is 141 Scarlet Boulevard, Suite A, Oldsmar, Florida 34677. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide all labor, materials, tools, and equipment necessary for services relating to the scanning and indexing of residential and commercial building permits, site plans, subdivision files, and any other City department hard copy documents to digital format on an as needed basis, in accordance with Rule 1B-26.003, Florida Administration Code; and as more specifically described in Invitation to Bid 19-30 REBID ("ITB 19-30 REBID"), Addendum No. 1, and Addendum No. 2, made a part hereof by reference. Contractor's Schedule of Unit Pricing and Specifications referenced in ITB 19-30 is attached hereto as Exhibit "1," and made a part hereof by reference. A complete copy of ITB 19-30 is available in the Office of the City Clerk.

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

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

Renewals: Upon written agreement of the Parties, this Contract may be renewed for up to three (3) one-year periods, subject to review and approval of the City Manager and budget appropriation.

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

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

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the purchase of goods or services from Contractor under this Contract shall be upon issuance of a written Purchase Order and Notice to Proceed issued and executed by the City Manager. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

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

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

4. Contract Administration. The Community Development Director, Tim Burman, shall perform contract administration of this Contract. The City may change the contract administration, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

5. Termination for Convenience of the City

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

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

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

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

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

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

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

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;
 - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;

(3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

(ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 23 of this contract concerning disputes.

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

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

8. Examination of Records

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

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

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

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

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

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

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

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

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

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

10. Termination for Non-Appropriation of Funds

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

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

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

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

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

Standard Insurance Requirements			
	Insurance	Standards	Additional Requirements
☒	Workers' Compensation <u>Additional Coverage:</u>	<u>Limits:</u> Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.

☒	Comprehensive Business, Automobile Liability to include all automobiles.	<u>Limits:</u> Auto Liability Body Injury: \$200,000 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	

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

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

13. Modifications or Changes to this Contract

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

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

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

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

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

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

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

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

17. Inspection

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

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect

and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

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

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

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

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

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

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

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

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

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

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

24. 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.

25. Integration. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto. In the event of a conflict between this Contract and any other Contract documents, the order of precedence shall be as follows: this Contract as amended, City Purchase Order, City Change Order, and Contractor's Terms and Conditions.

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

City:	City of Port Orange Attention: City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Copy to:	City of Port Orange Attention: Tim Burman, Community Development Director 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5615
Contractor:	Advanced Data Solutions, Inc. Attention: Melody S. Engle, Director 141 Scarlet Boulevard Suite A Oldsmar, Florida 34677 (813) 855-3545 – Telephone (813) 855-6575 – Facsimile mengle@adsus.net

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

27. Contract Construction

This 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.

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

[Remainder of this page intentionally left blank]

Witnesses:

ADVANCED DATA SOLUTIONS, INC.

By: _____

Melody S. Engle, Director

If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Printed Name: _____

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2020, by Melody S. Engle, as Director of Advanced Data Solutions, Inc., a Florida corporation. He is ____ personally known or ____ produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____

Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2020, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He is ____ personally known or ____ produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Printed Name: _____

By: _____

Robin L. Fenwick, MMC, City Clerk

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2020, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. She is ____ personally known or ____ produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



"ATTACHMENT 1" SCHEDULE OF UNIT PRICING
BID FORM
CITY OF PORT ORANGE
REVISED ITB # 19-30 REBID

SCANNING HARD COPY TO DIGITAL FORMAT

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. Enter Unit Price in Column E. Column F will be automatically calculated.

NAME OF BUSINESS:
CONTACT PERSON:
EMAIL ADDRESS:
AUTHORIZED SIGNATURE:

Advanced Data Solutions, Inc
John Civalle
jcivalle@adsus.net

ITEM	DESCRIPTION	SIZE	ESTIMATED NUMBER OF BOXES	UNIT COST PER BOX	EXTENDED COST
1	ASSORTED DOCUMENTS	RANGING IN SIZE UP TO 24"x36"	850	\$115.00	\$97750.00
2	ROLLS	24"x36"	625	\$10.00	\$6250.00
				TOTAL BASE BID	\$104000.00

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

SECTION 3 – SPECIFICATIONS

Scope of Work - Services Overview and Approach

Contractor shall provide all labor, materials, tools, and equipment required for all City departments requesting Services under Contract. Services shall be provided on an as-needed basis per City department requirements.

Florida municipalities are governed by rules established by the Florida Department of State which recognizes both the TIFF and PDF file as the standard for Electronic Record Keeping Requirements.

Public records must be scanned in accordance with Rule 1B-26.003, Florida Administrative Code. For records with a minimum retention of over 10 years, the rule states that the records must be scanned at a minimum 300 dpi and use "a published International Organization for Standardization (ISO) open standard image format." These formats include TIFF (Specification 6.0), PDF, PDF/A, and others. The city desires the images to be produced as TIFF, unless otherwise specified prior to processing.

Per the Rule, Record (master) copies of scanned images created by the agency from hard copy permanent or long-term records must be stored in accordance with a published International Organization for Standardization (ISO) open standard image format.

Project Services Definition and Objective

The City of Port Orange is using OnBase as the repository of all electronic records. The Department of Community Development will initiate the digitization of its current and archived hard copy documents which include paper documents.

The services are to include pickup, transport, document preparation, scanning, and temporary storage. The converted images with metadata (tagged tiff images) will be provided in a format (volume) appropriate to be imported into the City's OnBase for record retention purposes. It is the sole responsibility of Contractor to ensure that Contractor's system(s) are kept up-to-date and can provide a volume that is fully compatible with the OnBase system used by the City.

Various other City departments or divisions may also require scanning and indexing services during the course of the contract as the need arises. The services will be based on the specifications, terms and conditions contained in this ITB.

Scanning Facilities – Service Center

Scanning Facilities (Service Center) – Contractor's scanning and indexing facilities must be located within a one hundred and sixty (160) mile radius of the Port Orange city limits. If at any point in time Contractor needs to transfer City documents (hard copy or electronic format) to another facility or network that is not the one appointed in the ITB response, Contractor will have to obtain prior approval of the respective City department/division.

The City may require visiting the scanning center before and or throughout the contract term on mutually agreed dates and times. If during a visit the City finds a matter of concern, the City will notify the Contractor. The city shall determine the resolution and timeframe for the Contractor to rectify the issue(s).

The contractor shall have the ability to store a minimum of fifty (50) letter/legal boxes.

Services

The Contractor will pick up all City documents that are to be scanned from designated City site(s); the City does not encourage subcontracting and requires the Contractor to transport City documents themselves, unless the City determines it to be in their best interest. Only the City will make that determination. The contractor shall pick up within 48 hours for standard operations. City may at its discretion, deliver and pick up requested material(s).

The Contractor shall process documents in accordance with this bid's specifications in a timely manner.

The Contractor will provide weekly updates via e-mail the city department. The Contractor shall maintain a designated point of contact staffed by the Contractor's personnel. This line shall be available at all times during normal business hours (Monday through Friday, 8:00 A.M. to 5:00 P.M. EST). The Contractor shall provide an electronic copy of the weekly updates as described in this ITB to the city department.

Transport of City Documents

All City documents must be transported in closed, air-conditioned vehicles.

Document Tracking and Inventory

The Contractor will inventory and acknowledge the receipt of all items received. It is intended that the Contractor will maintain an automated tracking system to allow for the retrieval of any document that is in process. Any discrepancies between the City department's inventory transmittal and the items received by the Contractor are to be resolved within five (5) working days.

Document Preparation and Quality Assurance of Documents

Documents are stored in multiple formats and media, including loose pages, stapled and assorted binding or binders. Document preparation may require separation of documents from their binding prior to scanning. The condition of most documents is good however, some older documents shall require special handling.

Documents may contain handwritten and/or printed text and/or graphics. Graphics may include, but not be limited to, drawings, plans, photographs, icons, graphs, charts and signatures. Each scanned image should reflect the color properties of the original document.

Preparation by the contractor is to include the removal of all staples, fasteners, and paperclips; repair all torn or deteriorated edges with non-reflective tape or other method as accepted. Ordering/proper orientation of documents, examination of back sides for additional information to be scanned, straighten all folded plans and mount any irregular size memorandum on standard 8 1/2" x 11" paper and other wise make the documents ready for processing. Documents do not need to be re-stapled, re-fastened, re-paperclipped or re-bound.

Also, in preparation for scanning, Contractor should recognize the need for special image enhancement or threshold settings for unusual or discolored plans. Improve upon original clarity of difficult scans, identification of bi-tonal or grayscale needs.

After the scanning/media conversion services have been completed, prior to return delivery, the Contractor will be required to perform a final quality control step that compares the final output to the manifest the City provided the Contractor to ensure that every document has been digitized and indexed. The Contractor will be required to provide to the City a report comparing the documents provided to the final output with each product delivery. The City will implement this process in conjunction with the Contractor.

Image Processing/Quality Requirements

Scanned documents must be viewable in TIF format at a minimum of 300 dpi. Other format types may be requested. The scanning services must include the capability to scan single-sided and double-sided documents. The contractor shall have the ability to scan documents ranging from 8 ½' x 11' to 24" x 36".

The contractor shall will have the ability to upload documents to the city of Port Orange's File Transfer Protocol (FTP server).

The scanned images produced should normally be done in black and white, however, some documents may require grayscale, bi-tonal or color depending on the information contained within the documents; if grayscale/color conveys information and producing black and white documents would cause the loss of information conveyed, adjustments must be made accordingly.

Scanning will be performed in the same order as the paper is received and prepped. Documents will be returned to the box they were removed from and all control sheets will remain in their place to ensure the proper match of large format drawings to the paperwork contained in the small format portion of the scanning process. Blank pages and any use of separator pages will be dropped from the final product based on a file size threshold. File folders are not to be scanned. The majority of documents must be scanned at 300 dpi and will be post processed utilizing the following processes:

1. Deskew
2. Black border removal
3. Punch hole filter
4. Image enhancement (for poor quality documents)
5. Noise Reduction
6. Image smoothing

Large format scans (17" x 22" and greater) at 300 dpi or 400 dpi or as required, will be produced separately from the small format scanning. Each drawing package will be broken down and scanned to specifications. The control sheets will be dropped by post process from the permit file upon final assembly of the images and the indexes. Each drawing will be post processed as indicated in the above settings for small format scanning. All data must be preserved in a form identical to, or functionally equal to, the original record.

Documents shall be rotated to provide maximum readability (e.g. letters shall be in the proper orientation when the document is displayed without rotation).

The Contractor shall use 400 dpi or higher for those documents where it is required to meet the quality requirements.

QUALITY CONTROL - The Contractor will sight verify a random sampling of the resulting output for clarity and faithful reproduction. All documents and data that fail this quality assurance process are to be rescanned at no additional cost to the City until the prescribed quality is met. The Contractor will also be required to perform a final quality control step that compares the final output to the manifest the City provides to ensure that every document has been imaged and indexed.

In the event that the source document is not clear and legible, or a clear and legible reproduction cannot be produced, the Contractor is required to inform and provide a report to the respective City department and Project Manager along with the document source in question.

Scanning process should provide for automatic detection for duplex scanning and blank pages. Both sides of documents shall be imaged as needed, excluding blank pages. All blank pages should be excluded from the process, including count and charge for scanned page(s).

All data must be preserved in a form identical to, or functionally equal to, the original record.

Scanned images shall be placed on a File Transfer Protocol (FTP) server.

Report and discuss with city representative any problem images that cannot be captured to meet benchmark specifications.

DRAWING/PLANS - All images must be correctly oriented when opened with no rotation. Images must be aligned properly within the image environment. Images must not be skewed or distorted more than +/-3 degrees. Image line widths and text thickness must match the original image as closely as possible, without the loss of legibility of any portion of the image. The scanning equipment's specified "scan accuracy" must fall within the range of less than +/- 0.040" over 36 inches for Drawings. Paper skew tolerances must fall within the range of less than +/-0.1%.

MULTIPLE PAGE DOCUMENTS - A document may consist of one or many pages. If the document has more than one page this document must be scanned as a multi-page document with the exception of large format documents. Large format drawings may be required to be scanned as separate single page files as per specification of each City department or division.

There may be instances where documents contain large (24x36) and standard (8.5x11) pages that will need to be merged as one electronic file.

IMAGE FILES/INDEXING - The Contractor will have the ability to scan and email file(s), not yet forwarded to the department, upon request.

For Building Plans (both residential and commercial): Index must include box number, permit number, address location, and if applicable project name (ex. Chick-Fil-A). If the permit has both a file and large-scale plans, separate the file from plans, and all other plans, and should be separate PDFs (ex. File; Site Plan; Survey).

For Site Plan and Subdivision Plans: Index must include box number, Case Number, address, Application Type (ex. Site Plan), Project Name. There should be separate PDFs for the file, and each associated plan, survey, or report (found separate from what is included in file).

RECORDS ACCESSIBILITY – In the event a document is needed, the City will require designated City staff to have access to original City documents supplied to the Contractor. The Contractor will provide the ability to locate and return to the City department any original document that is in the possession of the Contractor within (24) twenty-four hours from the time of request by an authorized department agent or the City Clerk. After the City has fulfilled its need the Contractor shall also pick up these documents and return with them to the Contractor's site to either complete the scanning, indexing or conversion process, whichever applies.

The City may, alternatively, request the Contractor to scan a specific document out of order and provide it to the City within (24) twenty-four hours. This would typically occur to fill a public records request or other City business.

The estimated number of file retrievals could be 5 to 7 retrievals for public records request a week (max). PDF and/or hard copy files.

All original hard copies shall be returned to City after scanning is completed. The contractor shall coordinate the returned documents with an authorized department agent or the City Clerk on a monthly basis.

CONFIDENTIALITY, ACCURACY AND SECURITY OF DOCUMENTATION - It is vital that the Contractor understands the required security of the documents. These documents are irreplaceable and must be safeguarded. Once the Contractor receives the documents from the City, they are responsible for their safekeeping.

Contractor assumes responsibility for protecting City assets and maintaining their integrity, confidentiality, and availability. Contractor shall maintain physical and data protection and control of all City files at all times. Safeguards against theft, loss, and /or damage must be maintained at the highest levels. The Contractor will be held responsible for lost, stolen and/or damaged original documents. The first occurrence of a records box that is lost, stolen or damaged or any unauthorized reproduction or duplication of any scanned document, the city will take action including terminating the contract.

These documents may contain sensitive security information such as building plans, intellectual property rights and other sensitive information. Once the documents are in the hands of the Contractor, the Contractor becomes responsible for the security of the documents. The Contractor may not duplicate or sell the information contained in any document.

In the event that department loses data and images, Contractor shall provide a copy of the lost data in the specified format, provided department requests the data within the specified Contractor retention period.

The digital copies of the scanned City documents shall be destroyed after receipt and acceptance by the City.

DOCUMENT STORAGE - The Contractor must store all City documents in a clean, secure, dry location and take great care in handling of fragile originals. All stored documents must be a minimum of four (4) inches above the floor surface.

Eating and drinking must be prohibited in the archive's stacks and all areas where records are handled. It is important to perform frequent cleaning of the stacks and processing areas. Cleaning supplies should not emit any fumes harmful to records or staff and should be stored away from the records storage area.

Any mold present within a collection, shall be immediately removed from the stacks to stop the growth from infecting nearby documents. A designated space in the building must be used to isolate affected collections. Any and all mold must be eliminated from the affected documents before returning to storage or to the city.

The contractor shall employ an Integrated Pest Management (IPM), which employs non-chemical treatments in place of harmful pesticides. In the event of an infestation, collections affected should be immediately removed from the rest of the archives' holdings. Any and all pests must be eliminated from the infested documents before returning to storage or to the city.

The contractor's scanning and service facility shall meet all local, state and federal fire codes including operating fire detection and suppression systems.

Additional Services

Contractor may enter into work arrangements with individual City departments, with the departments submitting individual purchase orders for service under this Contract and to tailor services to meet department needs. Services subject to customization by individual departments may include but are not limited to: Specific pickup/delivery schedules and turnaround will be determined by each department in coordination with Contractor.

Department Scope of Work/Volume - Document volume will be estimated and specified by department. The number of documents/records to be processed in a given timeframe will be negotiated by department directly with Contractor. Contractor shall provide timeframes for completion and costs to complete, in advance of performing the work, based on the terms of the Contract.

The Contractor shall not perform work beyond the agreed upon cost, unless authorized by the department. Departments shall provide Contractor with records/documents that are stored in adequately marked boxes. Each department will be responsible for providing a document manifest for each box of records, documents. All Unit Prices must include prepping, scanning, indexing, temporary storage and returning scanned documents to respective packaging and boxes and delivery per requirements.

1B-26.003 Electronic Recordkeeping

(1) Purpose. These rules provide standards for record (master) copies of public records which reside in electronic recordkeeping systems. Recordkeeping requirements must be incorporated in the system design and implementation of new systems and enhancements to existing systems. Public records are those as defined by section 119.011(11), F.S.

(2) Authority. The authority for the establishment of this rule is sections 257.14 and 257.36(1) and (6), F.S.

(3) Scope.

(a)1. These rules are applicable to all agencies as defined by section 119.011(2), F.S.

2. These rules establish minimum requirements for the creation, utilization, maintenance, retention, preservation, storage and disposition of electronic record (master) copies, regardless of the media.

3. Electronic records include numeric, graphic, audio, video, and textual information which is recorded or transmitted in analog or digital form.

4. These rules apply to all electronic recordkeeping systems, including, but not limited to, microcomputers, minicomputers, main-frame computers, and image recording systems (regardless of storage media) in network or stand-alone configurations.

(b) Before existing records are committed to an electronic recordkeeping system, the agency shall conduct a cost benefit analysis to insure that the project or system contemplated is cost effective.

(4) Intent. Electronic recordkeeping systems in use at the effective date of this rule, that are not in compliance with the requirements of this rule, may be used until the systems are replaced or upgraded. New and upgraded electronic recordkeeping systems created after the effective date of this rule shall comply with the requirements contained herein. The Department is aware that it may not be possible to implement this rule in its entirety immediately upon its enactment, and it is not the intent by this rule to disrupt existing recordkeeping practices provided that agencies make no further disposition of public records without approval of the Division of Library and Information Services of the Department of State.

(5) Definitions. For the purpose of these rules:

(a) "ASCII" means the American Standard Code for Information Interchange, a 7-bit coded character set for information interchange which was formerly ANSI (American National Standards Institute) Standard X3.4 and has since been incorporated into the Unicode standard as the first 128 Unicode characters.

(b) "Database" means an organized collection of automated information.

(c) "Database management system" means a set of software programs that controls the organization, storage and retrieval of data (fields, records and files) in a database. It also controls the security and integrity of the database.

(d) "Digital signature" means a type of electronic signature (any letters, characters, or symbols executed with an intent to authenticate) that can be used to authenticate the identity of the sender of a message or the signer of a document and to ensure that the original content of the message or document that has been sent is unchanged. Digital signatures can be created through hashing algorithms.

(e) "Electronic record" means any information that is recorded in machine readable form.

(f) "Electronic recordkeeping system" means an automated information system for the organized collection, processing, transmission, and dissemination of information in accordance with defined procedures.

(g) "Hashing algorithm" (hash function, checksum) means a formula or procedure for checking that electronically transmitted messages or documents have not been altered by transforming a string of characters into a usually shorter fixed-length "hash value" or key that represents the original string. The receiver of the message can execute the same hashing algorithm as the sender and compare the resulting hash values; any difference in the hash values indicates an alteration of the message or document sent. Hashing algorithms can be used to create digital signatures.

(h) "System design" means the design of the nature and content of input, files, procedures, and output and their interrelationships.

(i) "Permanent or long-term records" means any public records as defined by section 119.011(11), F.S., which have

an established retention period of more than 10 years.

(j) "Record (master) copy" means public records specifically designated by the custodian as the official record.

(k) "Geographic information system" means a computer system for capturing, storing, checking, integrating, manipulating, analyzing and displaying data related to positions on the Earth's surface.

(l) "Open format" means a data format that is defined in complete detail, allows transformation of the data to other formats without loss of information, and is open and available to the public free of legal restrictions on use. An open format may be either standards-based or proprietary.

(m) "Unicode" means the universal character encoding standard maintained by the Unicode Consortium, providing the basis for processing, storage, and interchange of text data in any language in all modern software and information technology protocols.

(6) Agency duties and responsibilities. Each agency shall:

(a) Develop and implement a program for the management of electronic records.

(b) Ensure that all records are included within records retention schedules, either by being included within an applicable General Records Schedule, or by developing and obtaining approval for an individual agency-specific records retention schedule in accordance with Rule 1B-24.003, F.A.C., Records Retention Scheduling and Dispositioning.

(c) Integrate the management of electronic records with other records and information resources management programs of the agency.

(d) Incorporate electronic records management objectives, responsibilities, and authorities in pertinent agency directives, or rules, as applicable.

(e) Establish procedures for addressing records management requirements, including recordkeeping requirements and disposition, before approving, recommending, adopting, or implementing new electronic recordkeeping systems or enhancements to existing systems.

(f) Provide training for users of electronic recordkeeping systems in the operation, care, and handling of the equipment, software, and media used in the system.

(g) Ensure that agency electronic recordkeeping systems meet state requirements for public access to records in accordance with chapter 119, F.S.

1. Standard. Each agency which maintains public records in an electronic recordkeeping system shall provide, to any person making a public records request pursuant to chapter 119, F.S., a copy of any data in such records which is not exempt from disclosure by statute. Said copy shall be on paper, disk, tape, optical disk, or any other electronic storage device or media requested by the person, if the agency currently maintains the record in that form, or as otherwise required by chapter 119, F.S. Except as otherwise provided by state statute, the cost for providing a copy of such data shall be in accordance with the provisions of sections 119.07(4), F.S.

2. Standard. Except as otherwise provided by law, no agency shall enter into a contract with, or otherwise obligate itself to, any person or entity for electronic recordkeeping hardware, software, systems, or services if such contract or obligation impairs the right of the public under state law to inspect or copy the agency's nonexempt public records, or impairs the agency's ability to retain the records in accordance with established records retention schedules.

3. Standard. In providing access to electronic records, agencies shall ensure that procedures and controls are in place to maintain confidentiality for information which is exempt from public disclosure.

(7) Documentation standards.

Standard. Agencies shall develop and maintain adequate and up-to-date technical and descriptive documentation for each electronic recordkeeping system to specify characteristics necessary for reading or processing the records. Documentation for electronic records systems shall be maintained in electronic or printed form as necessary to ensure access to the records. The minimum documentation required is:

(a) A narrative description of the system, including all inputs and outputs of the system; the organization and contents of the files and records; policies on access and use; security controls; purpose and function of the system; update cycles or conditions and rules for adding information to the system, changing information in it, or deleting information; and the location and media in which electronic records are maintained and their retention requirements to ensure appropriate disposition of records in accordance with Chapter 1B-24, F.A.C.

(b) The physical and technical characteristics of the records, including a record layout or markup language that describes each file or field including its name, size, starting or relative position, and description of the form of the data (such as alphabetic, decimal, or numeric), or a data dictionary or the equivalent information associated with a database management system including a description of the relationship between data elements in databases;

(c) For information coming from geographic information systems, the physical and technical characteristics of the records must be described including a data dictionary, a quality and accuracy report and a description of the graphic data structure, such as recommended by the federal Spatial Data Transfer Standards; and,

(d) Any other technical information needed to read or process the records.

(8) Creation and use of electronic records. Electronic recordkeeping systems that maintain record (master) copies of public records on electronic media shall meet the following minimum requirements:

(a)1. Provide a method for all authorized users of the system to retrieve desired records;

2. Provide an appropriate level of security to ensure the integrity of the records, in accordance with the requirements of chapter 282, F.S. Security controls should include, at a minimum, physical and logical access controls, backup and recovery procedures, and training for custodians and users. Automated methods for integrity checking should be incorporated in all systems that generate and use official file copies of records. Hashing algorithms and digital signatures should be considered for all official file copies of electronic records. The use of automated integrity controls, such as hashing algorithms and digital signatures, can reduce the need for other security controls. Hashing algorithms used to protect the integrity of official file copies of records should meet the requirements of US Federal Information Processing Standard Publication 180-2 (FIPS-PUB 180-2) (August 1, 2002) entitled "Secure Hash Standard," (or "Secure Hash Signature Standard") which is hereby incorporated by reference, and made a part of this rule. This publication is available from the National Technical Information Service (NTIS), 5285 Port Royal Road, U.S. Department of Commerce, Springfield, VA 22161, and at the Internet Uniform Resource Locator: <http://csrc.nist.gov/publications/fips/fips180-2/fips180-2.pdf>. Agencies utilizing hashing algorithms shall only use validated implementations of hashing algorithms.

3. Identify the open format or standard interchange format when necessary to permit the exchange of records on electronic media between agency electronic recordkeeping systems using different software/operating systems and the conversion or migration of records on electronic media from one system to another. For text records in the absence of other conversion capabilities, the word processing or text creation system should be able to import and export files in the ASCII or Unicode format as prescribed by the Unicode 5.0 Standard (or successor Unicode Standard), which is hereby incorporated by reference, and made a part of this rule. This publication is available from the Unicode Consortium, P.O. Box 391476, Mountain View, CA 94039-1476, and at the Internet Uniform Resource Locator: <http://www.unicode.org/book/bookform.html>; and

4. Provide for the disposition of the records including, when appropriate, transfer to the Florida State Archives.

(b) Standard. Before a record (master) copy is created on an electronic recordkeeping system, the record shall be uniquely identified to enable authorized personnel to retrieve, protect, and carry out the disposition of records in the system. Agencies shall ensure that records maintained in such systems can be correlated with any existing related records on paper, microfilm, or other media.

(9) Legal authentication. Agencies shall implement the following procedures to enhance the legal admissibility of electronic records:

(a) Document that similar kinds of records generated and stored electronically are created by the same processes each time and have a standardized retrieval approach.

(b) Substantiate that security procedures prevent unauthorized addition, modification, or deletion of a record and ensure systems are protected against such problems as power interruptions.

(c) Identify the electronic media on which records are stored throughout their life cycle, the maximum time span that records remain on each storage media, and the official retention requirements as approved by the Division of Library and Information Services.

(d) State agencies shall, and other agencies are encouraged to, establish and maintain integrity controls for record (master) copies of electronic records in accordance with the requirements of chapter 282, F.S.

(10) Selection of electronic records storage media. For storing record (master) copies of electronic public records throughout their life cycle, agencies shall select appropriate media and systems which meet the following requirements:

(a) Permit easy and accurate retrieval in a timely fashion;

(b) Retain the records in a usable format until their authorized disposition and, when appropriate, meet the requirements necessary for transfer to the Florida State Archives.

(c) Standard. Agencies shall not use floppy disks, audio cassettes, or VHS-format video cassettes for the storage of record (master) copies of permanent or long-term records. Permanent or long-term records on magnetic tape shall be stored on polyester-based media. Agencies shall use only previously unrecorded audio or video tape for record

(master) copies of permanent or long-term audio or video recordings.

(d) Standard. A scanning density with a minimum of 300 dots per inch is required for scanned images created by the agency from hard copy permanent or long-term records.

(e) Standard. Record (master) copies of scanned images created by the agency from hard copy permanent or long-term records must be stored in accordance with a published International Organization for Standardization (ISO) open standard image format.

(f) The following factors are to be considered before selecting a storage media or converting from one media to another:

1. The authorized retention of the records as determined during the scheduling process;
 2. The maintenance necessary to retain the records;
 3. The cost of storing and retrieving the records;
 4. The access time to retrieve stored records;
 5. The portability of the medium (that is, selecting a medium that can be read by equipment offered by multiple manufacturers); and,
 6. The ability to transfer the information from one medium to another, such as from optical disk to magnetic tape.
- (11) Maintenance of electronic records.

(a) Standard. Agencies shall back up electronic records on a regular basis to safeguard against the loss of information due to equipment malfunctions, human error, or other disaster. Agencies shall maintain backup electronic recording media created for disaster recovery purposes, and all preservation duplicates of permanent or long-term records, in an off-site storage facility, with constant temperature (below 68 degrees Fahrenheit) and relative humidity (20 to 30 percent) controls. Storage and handling of permanent or long-term records on magnetic tape shall conform to the standards contained in Standard AES22-1997 (r2003) "AES recommended practice for audio preservation and restoration – Storage and handling – Storage of polyester-base magnetic tape" (published 1997, reaffirmed 2003) which is hereby incorporated by reference and made a part of this rule. This publication is available from the Audio Engineering Society, Incorporated, 60 East 42nd Street, Room 2520, New York, New York 10165-2520, and at the Internet Uniform Resource Locator: <http://www.aes.org/publications/standards/search.cfm>. If an agency cannot practicably maintain backups and preservation duplicates as required in this section, the agency shall document the reasons why it cannot do so. Other electronic records media should be stored in a cool, dry, dark environment when possible (maximum temperature 73 degrees Fahrenheit, relative humidity 20-50 percent).

(b) Standard. Agencies shall annually read a statistical sample of all electronic media containing permanent or long-term records to identify any loss of information and to discover and correct the cause of data loss.

(c) Standard. Agencies shall test all permanent or long-term electronic records at least every 10 years and verify that the media are free of permanent errors. More frequent testing (e.g. at least every 5 years) is highly recommended.

(d) Standard. Agencies shall only rewind tapes immediately before use to restore proper tension. When tapes with extreme cases of degradation are discovered, they should be rewound to avoid more permanent damage and copied to new media as soon as possible. Tapes shall be played continuously from end to end to ensure even packing. Tapes shall be stored so that the tape is all on one reel or hub.

(e) Standard. Agencies shall prohibit smoking, eating, and drinking in areas where electronic records are created, stored, used, or tested.

(f) Standard. External labels (or the equivalent automated management system) for electronic recording media used to store permanent or long term records shall provide unique identification for each storage media, including:

1. The name of the organizational unit responsible for the data;
2. System title, including the version number of the application;
3. Special security requirements or restrictions on access, if any; and,
4. Software in use at the time of creation.

(g) Standard. For all media used to store permanent or long-term electronic records, agencies shall maintain human readable information specifying recording methods, formats, languages, dependencies, and schema sufficient to ensure continued access to, and intellectual control over, the records. Additionally, the following information shall be maintained for each media used to store permanent or long-term electronic records:

1. File title;
2. Dates of creation;
3. Dates of coverage; and,

4. Character code/software dependency.

(h) Standard. Electronic records shall not be stored closer than 2 meters (about 6 feet, 7 inches) from sources of magnetic fields, including generators, elevators, transformers, loudspeakers, microphones, headphones, magnetic cabinet latches and magnetized tools.

(i) Standard. Electronic records on magnetic tape or disk shall not be stored in metal containers unless the metal is non-magnetic. Storage containers shall be resistant to impact, dust intrusion and moisture. Compact disks shall be stored in hard cases, and not in cardboard, paper or flimsy sleeves.

(j) Standard. Agencies shall ensure that record (master) copies of electronic records are maintained by personnel properly trained in the use and handling of the records and associated equipment.

(k) Agencies shall establish and adopt procedures for external labeling of the contents of diskettes, disks, tapes, or optical disks so that all authorized users can identify and retrieve the stored information.

(l) Agencies shall convert storage media to provide compatibility with the agency's current hardware and software to ensure that information is not lost due to changing technology or deterioration of storage media. Before conversion of information to different media, agencies must determine that authorized disposition of the electronic records can be implemented after conversion. Permanent or long-term electronic records stored on magnetic tape shall be transferred to new media as needed to prevent loss of information due to changing technology or deterioration of storage media.

(12) Retention of electronic records. Each agency is responsible for ensuring the continued accessibility and readability of public records throughout the entire life cycle regardless of the format or media in which the records are maintained.

Agencies shall establish policies and procedures to ensure that electronic records and their documentation are retained and accessible as long as needed. These procedures shall include provisions for:

(a) Standard. Scheduling the retention and disposition of all electronic records, as well as related access documentation and indexes, in accordance with the provisions of Chapter 1B-24, F.A.C.

(b) Standard. Establishing procedures for regular recopying, reformatting, and other necessary maintenance to ensure the retention and usability of the electronic records throughout their authorized life cycle.

(c) Standard. Transferring a copy of the electronic records and any related documentation and indexes to the Florida State Archives at the time specified in the records retention schedule, if applicable. Transfer may take place at an earlier date if convenient for both the agency and the Archives.

(13) Destruction of electronic records. Electronic records may be destroyed only in accordance with the provisions of Chapter 1B-24, F.A.C. At a minimum each agency shall ensure that:

(a) Electronic records scheduled for destruction are disposed of in a manner that ensures that any information that is confidential or exempt from disclosure, including proprietary or security information, cannot practicably be read or reconstructed; and,

(b) Recording media previously used for electronic records containing information that is confidential or exempt from disclosure, including proprietary or security information are not reused if the previously recorded information can be compromised in any way by reuse.

Rulemaking Authority 257.14, 257.36(1), 257.36(6) FS. Law Implemented 257.36(1)(a) FS. History--New 8-16-92, Amended 5-13-03, 5-21-08.

Estimated Quantities

Quantities listed are estimates for bid purposes only; actual usage may be more or less.

Standard cardboard box is 10" H x 12" W x 15" D

Document sizes:

Building Single-Permits = size 8 ½" x11"

Building Single Family (SF) plans = size varies (8 ½ "x11", 8 ½" x14", 11"x17" and 24"x36")

Subdivision = size varies (8 ½" x11", 8 ½" x14", 11"x17" and 24"x36")

Rolls= size 24"x36"

DOCUMENT TYPE	SIZE	Estimated Average Number of Sheets Or Rolls per Box	Estimated Number of Boxes
Building Single-Permits	8 ½" x11"	2,800 sheets	3,500
Building SF Plans	8 ½ "x11" to 11"x17"	2,500 sheets	1,086
Building SF Plans	24"x36"	200 sheets	270
Subdivision	8 ½" x11" to 11"x17"	2,500 sheets	2,160
Subdivision	24"x36"	200 sheets	540
Rolls	24"x36"	50 Rolls	500

END OF SPECIFICATIONS

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Proposal Document

Presented For:

**Scanning Hard Copy To Digital Format
ITB# 19-30 REBID**



Submitted by:

Advanced Data Solutions, Inc.

Atlanta/Miami/Tampa

www.adsus.net



*Florida's & Georgia's Records Conversion and
Document Imaging Leader*



ADVANCED DATA SOLUTIONS, INC.

141 Scarlet Blvd, Suite A
Oldsmar, Florida 34677
Phone: 813-855-3545
Fax: 813-855-6575
www.adsus.net

February 5, 2020

City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Advanced Data Solutions, Inc. (ADS) is pleased to submit this response to your Request for Proposal, Document Imaging Services. If selected as your solution provider, ADS is ready to perform in accordance with the requirements of the contract and the terms and conditions set forth in this ITB #19-30 Rebid in a timely manner.

As an experienced records conversion provider, ADS has developed a reputation for reliability in meeting short deadlines and providing top quality services to countless government enterprises.

With a client-based focus on State and Local government, ADS has provided electronic document management solutions to countless entities with records management needs and documentation similar (if not identical) to yours. Since 1999, this is what we do and who we are. We have worked directly with numerous agencies completing huge back-file conversion projects, Laserfiche and other records system implementations, web hosting and on-going records management needs.

ADS will provide high quality scanning equipment and software that has superior optics and state-of-the-art software technology. Our systems are described in detail within our response document. Our technology will remain current to ensure the best possible image quality and metadata accuracy. Your team of conversion, indexing and quality control personnel are trained and possess years of industry experience. We will utilize our quality control standards and procedures (developed over 21 years) on your project.

Our operations facilities are in Dallas, Georgia, Oldsmar, Florida (Home Office in Tampa Bay / address above) and Miami. We handle the systems and outsourcing requirements for over 200 enterprises throughout Florida and Georgia.

Your records will be converted at our Oldsmar FL. location just 154 miles from your offices. Our local address is 141 Scarlet Blvd. Ste A Oldsmar, FL 34677

Our primary focus in the service bureau is the conversion of microfilm, standard paper and large-format drawings to digital images. We have over 19 years of experience integrating and interfacing millions of source-image and index files into countless document imaging systems. Because of this, we are **uniquely qualified** to provide your conversion services. We have the **strongest** expertise within the **municipal, county and state government** for document imaging in the Southeastern US.

ADS will maintain copies of the Electronic Media for the duration of the Contract, or as specified. Once the records are digitized, they can be disposed of in accordance with the Georgia Records Retention Act / your internal disposition policies. Advanced Data Solutions understands the importance of security and protecting our customer's information. Our facilities are in secure locations and building access is restricted; 24/7 security surveillance and monitoring services are employed.

Our commitment to client success remains at the forefront of our strategic purpose. We believe that by investing time to understand each client's needs and business objectives we can design and deliver "best of breed" solutions. We enjoy harmonious & mutually beneficial working relationships with our existing clients and look forward to continuing the same with the City of Port Orange.

Kindest regards,

John Civale
Vice President
Advanced Data Solutions, Inc.
mengle@adsus.net
813-855-3545

*Florida's & Georgia's Records Conversion and
Document Imaging Leader*

Company Information

ADS formed in 1999 to provide document imaging systems and services to our client base throughout Florida. Our service bureau converts millions of standard paper, large format drawings and microformed documents monthly to digital images. Our experience has given us "hands on" interaction with many departments within a variety of organizational structures. Through our specialization, we became a leading systems integrator with unique specialization in departmental workflow, document lifecycles, records retention guidelines and best practices.

Our operations facilities are detailed below. Our service bureaus operate three shifts, six days per week and handle the records conversion requirements for over 300 medical practices, law offices and municipalities.

Advanced Data Solutions, Inc. Operations Facility 665 Antioch Road, Suite C Dallas, Georgia 30157 770.445.4840 <i>phone</i> Contact: Jerry Shearin Email: jshearin@adsus.net Website: www.adsus.net	Advanced Data Solutions, Inc. / Operations Facility 13302 SW 128 Street Miami, Florida 33186 813.253.7677 <i>phone</i> Contact: John Civalo Email: jcivale@adsus.net Website: www.adsus.net	Advanced Data Solutions, Inc. Operations Facility 141 Scarlet Boulevard, Suite A Oldsmar, Florida 34677 813.855.3545 <i>phone</i> Contact: Melody S. Engle Email: mengle@adsus.net Website: www.adsus.net
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Our headcount is approximately 50 and is dependent on current project requirements. Most key employees have been with the company for years and our retention rate is high. We work in a strong team environment both internally and externally always inclusive of client project team personnel. We believe these relationships are directly responsible for the success we have with each and every records management project.

Our operational structure is divided among three major service divisions within two different industries.

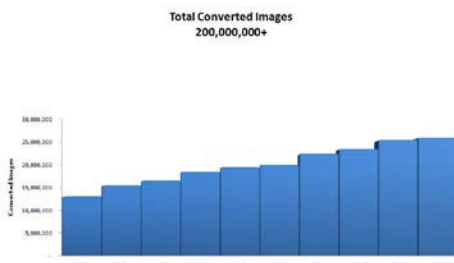
Paper Records Conversion Services (Small Format Documents and Large Format Prints)
Microfilm and Microfiche Conversion Services
Records Management & Document Imaging Systems Implementations

Unique Qualifications

ADS has the **strongest** expertise in document imaging in the Southeastern United States focused primarily on our three vertical markets: Medical, Government and Legal.

We have passed a rigorous RFP process with the Department of Management Services initially downscaling State Contract vendors from over 600 to 125. State contract vendors are scrutinized primarily on experience, references & financial strength. We submitted the highest D&B credit rating available achieving 100% point value. References and experience were equally valued.

We are the only current and three-time state contract vendor dedicated primarily to Document Imaging Services.



ADS has converted over 200 Million images.

No other local company has industry specialization in paper records conversion achieving the volumes that we can support.

Insurance & Financial Sectors Over 25 million converted images.

Through the years, we've worked with dozens of financial service companies and medical offices. We have worked directly with Northwestern Mutual, Morrison Grove Capital Advisors, First Flight Federal Credit Union, Achieva Federal Credit Union and Sarasota Suncoast Credit Union having converted thousands of loan and deposit records. We have converted dozens of doctors' offices, clinics and hospital records to digital format and interfaced such records within a variety of software platforms. Such services have included both on-site and off-site conversion within strict deadline and milestone requirements.

Florida's & Georgia's Records Conversion and Document Imaging Leader

Government Sectors: Over 150 million converted images

City of Tampa: Over 8 Million Converted Images
Hillsborough County: Over 5 Million Converted Images
City of Pompano Beach: Over 10 Million Converted Images
Orange County Florida: Over 35 million Converted Images

We have been performing conversion services for various departments within these agencies since 2001. Services include the scanning of small format documents, wide format prints, microfilm, and microfiche media. Other services include customized program design for integration directly with their Electronic Document Imaging systems.

Interface and System Diversity

The conversion of over 200 million images includes more than just scanning paper or microformed records. It involves extensive industry experience and programming knowledge that easily facilitates the batch upload of thousands of batch files into various EDMS systems. Below is a partial listing of software systems for which we have provided customized data uploads.

Advanced MD, AnyDoc, Alchemy, Aprima, Aventail, Doculex, Documentum, OTG, Digitech, Paper Flow, Paper Vision, Hummingbird, Kofax Ascent, Laserfiche, Liberty EMS, Highland OnBase, Optix, Questys, SAGE, SIRE, SQL Server 2008, WorkFlow

We provide seamless integration into your current records management system based not only on its design, but also in congruency with your current paper filing system.

Our experience is summarized below.

- Operational Stability: We have served medical offices, hospitals, clinics, numerous commercial clients, financial institutions, cities, counties and agencies for over 19 years focusing ONLY on Document Management.
- We own ALL our equipment and do not subcontract services.
- State Contract vendor surviving vigorous downsizing from over 600 vendors to 125. We are the only State Contract Vendor specializing solely on records management and document conversions services
- We have a close relationship with the Florida Department of State having consulted with them for 14 years on countless imaging projects.
- We offer Laserfiche EDMS because of our industry expertise. We understand this software is the industry leader worldwide with over 30,000 implementations, 1,000,000 end users and over 700 installations in Florida and Georgia alone.
- Our technology partners are an extension of our company and reputation. They include Kodak, Fujitsu, Ideal, Mekel, The Crowley Group, Laserfiche, OpenText, Digitech, Epson Scanners, Unity Business Systems, Apyxx Technologies and International Data Solutions.
- Our services are based on hard work, competence and experience. We are driven by our dedication to client service supported by character and ethical standards.

Laserfiche®
Run Smarter®

CROWLEY



EPSON®

*Florida's & Georgia's Records Conversion and
Document Imaging Leader*

Project Team Management / Resumes

We have a pool of highly trained and very qualified small and wide format scan operators, document preppers and indexers. It is our practice to utilize the same staff on specific projects on a going forward basis. This creates record familiarity and efficiencies during all phases of project workflow. A clear determination of Document Type, File requirements, volume and client deadlines greatly affect the staffing team choices. During the preliminary phases of the project, ADS will introduce our project managers to client team personnel.

Team Member	Project Responsibilities	Location / Current Assignments	Unique Qualifications
Jerry Shearin Georgia Office Government Relationship Director 17 Years' Experience 7 Years at ADS	➤ High Level Client Management ➤ Contract Negotiations / Review ➤ Oral Presentations ➤ Kick-Off Meeting ➤ Government Budgetary Considerations	➤ Georgia Office ➤ State Government Business Devt ➤ City of Atlanta Contract Expansion	➤ Chairman, Paulding County BOCC / 2001 – 2008 ➤ Government Grant Experience with Appalachian Valley Fiber Network, LLC – 2009 - 2011
Melody Engle, Principal Florida Office Working President & CEO 32 Years' Experience 19 Years at ADS	➤ Project Management ➤ Production Schedule and Budget ➤ On-Site Survey / Kick-Off Meeting ➤ Hands-On / Ongoing Client Involvement	➤ Georgia Office / Florida Office ➤ Finalizing GSA Contract ➤ Ft Lauderdale Implementation ➤ Atlanta Aviation / Ongoing ➤ SOC Compliance	➤ Founder and Hands-On Working President of ADS / 1999 - Present ➤ CPA / PricewaterhouseCoopers Audit Manager / 1990–1996. Implemented Firmwide paperless audit system / Train-the-Trainer
Kay McNeil Florida Office Project Manager /Team Leader 36 Years' Experience 14 Years at ADS	➤ Project Design & Implementation ➤ Taxonomy Beta Testing & File Transmissions ➤ Proof of Concept / Client Acceptance ➤ Completeness Checks: Source Images/Metadata ➤ Overall Project Management	➤ Georgia Office / Florida Office ➤ Ft Lauderdale Implementation ➤ Atlanta Aviation / Ongoing ➤ Internal Software Migration (nearly complete) ➤ SOC Compliance	➤ 32 Years of City, County & State government experience in software development and data collection / integration ➤ 14 Years ADS Operations Manager ➤ Laserfiche Certifications
John Civale Florida Office Vice President of Sales 34 Years' Experience	➤ Policy and Procedure Development ➤ State Government Business Devt ➤ Ongoing Client Communication ➤ Estimating and Budget (independent)	➤ Georgia Office / Florida Office ➤ Finalizing GSA Contract ➤ Company Expansion / Mergers & Acquisitions	➤ 34 Years of City, County & State government records management and conversion experience. ➤ Certified Records Manager
James Watt Florida Office Information Technology Director 25 Years' Experience 16 Years' Experience at ADS	➤ Network Design and Configuration ➤ Implementation / Ongoing Support of Security Practices	➤ Georgia Office / Florida Office ➤ Network Management ➤ Information Technology Security ➤ SOC Compliance	➤ High level CISCO Certifications ➤ High level Microsoft Certifications ➤ Project Management Expertise

References

Each of the below projects have client-driven delivery requirements. At project inception, we have a kick-off meeting where we discuss deadlines and anything special that might require special urgency. These matters are defined within their timelines. We operate one-two shifts in our service bureaus based on production requirements.

Pompano Beach / Document Imaging, Microform and LASERFICHE Implementation

ADS began converting small and large format documents for the City during 2002. In 2010, we began the back-file conversion of millions of microformed images & data input resulted in concise data management & drastically improved record retrieval times. We converted nearly 1 million images from the City's microfiche library and tagged files with appropriate metadata. This project was completed in eighteen months.

Paper scanning services are ongoing citywide. We work with various departments including police, finance, public works and others, but focus primarily on Growth Management. We convert building permit files consisting of a multitude of small documents and large format prints. To date, we have converted over 3 million small format documents and 250 thousand large format prints.

During 2003, we implemented a document imaging system within the City Clerk's office. This system grew to 45 users. The system managed paper records spanning 50 years and simplified public records requests. We established multiple databases (Folder structures, indexing schemes, password security, drop-down menus, search routines, and extensive OCR).

During 2015 / 2016, we migrated the city to a more robust **Laserfiche system** in a citywide deployment that included all the above plus the development and design of several extensive workflows and forms processing routines. At present, there are 45 total users.

Contact Name: Eugene Zamoski, Information Technology Director
Address: 100 W. Atlantic Boulevard, Pompano Beach, Florida 33060
Telephone: 954-786-4537
Email: Eugene.Zamoski@copbfl.com
Completion Date: Ongoing.

Project Cost: Microfiche Conversion - \$250,000 / Paper Conversion -\$100,000 Annually
Laserfiche Software and Implementation: \$70,000 – Software & LSAP, Additional costs for Department-Specific workflow design.

City of Atlanta - Hartsfield Jackson Atlanta Aviation / Document Control Scanning Services

ADS began converting small and large format documents for the City during 2012. Since that time, we have primarily converted small and large format documents for their department. All records are imported into the COA Internally Developed EDMS system. As such metadata and image formats are designed for simple integration. Services are ongoing.

Contact Name: Annette Williams, Project Manager
Contact Address: 1255 South Loop Road, College Park, Georgia 30337
Contact Telephone: 404-520-5849 **Email:** Annette.Williams@atlanta-airport.com

City of Marietta / Document Imaging Services

ADS began converting small and large format documents for the City during 2015. Since that time, we have primarily converted small and large format documents for the areas within Growth Management. All records are imported into the City's EDMS system. Services are ongoing. To date, we have converted 63,000 small format pages and 73,000 large format prints for the city.

Contact Name: Mark Rice, Chief Building Official, President BOAG

Address: 205 Lawrence Street, Marietta, Georgia 30060

Telephone: 770-794-5651

Email: MRice2@mariettaga.gov

Completion Date: Ongoing

Project Cost: \$42,000 To Date

Experience with Similar Projects

Orange County / Document Imaging, Data Conversion and Custom Interface

ADS was contracted for the conversion of millions of small / large format, microfilm and microfiche images initially as part of a basic conversion project in 2004. The project outlined specific volume milestones and required close teamwork with client project team members. After project commencement, multiple technical issues were encountered which required significant research, beta testing and custom programming. ADS provided industry expertise beyond the scope of the contract which resulted in a best of breed solution that exceeded expectations and product timeline deliverables. Our industry expertise facilitated the immediate creation of a custom interface and program designed specifically for a client's unique operating environment. Over 20 million images and 100 million indices have been successfully implemented within this client's system over the last 10 years. Our contract extends to all departments within the County and has included the County Administrator's Office, Contracts and Legal, Planning & Zoning, Environmental Protection, Public Works, Research / Growth Management. Services are ongoing.

Village of Pinecrest / Document Imaging and Laserfiche System Implementation(s)

ADS began converting small and large format documents for the Village during 2001. During 2003 we implemented a document imaging system within the City Clerk's and Building Department offices. The system manages paper records spanning 15 years and simplified public records requests. We have scanned and converted hundreds of thousands of small and wide format records for both the Clerk and Building departments. All building records since Village inception during 1999 have been converted. The Village has implemented a new Laserfiche ECM system with our assistance and training.

Hillsborough County Small and Large Format Conversion

ADS began converting small format documents for Hillsborough County during 2012. We are responsible for Batch Pick-Ups that occur every 2 – 4 weeks, based on client demand. Each batch consists of thousands of records that need prepped, scanned, indexed and reconciled to logs created by County project team members. We are also responsible for the direct upload of source images and tagged metadata into the County's Optics EDMS.

Below is an example of our project plan with regards to this project

Total contract value: \$180,000

Project Approach & Methodologies

Our experience and focus on teamwork is the core of our approach to Document Management.

Kick-Off Meeting

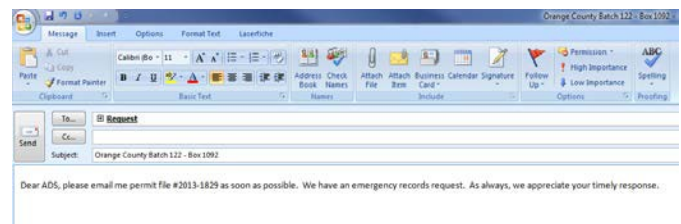
During the preliminary stage of project inception, a kick-off meeting will be scheduled with critical project team leaders from both ADS and your staff. During the meeting, items for discussion will include departmental timelines, record confidentiality, privacy considerations, file type, format and index requirements and overall expectations. Sample documents will be obtained to begin the beta testing phase of the project.

Proof of Concept and Beta Testing

We like to begin projects by processing a sample batch of records for your review. This "Proof of Concept or Beta Testing" phase helps to ensure we meet your specific project requirements and eliminate misunderstandings. During this phase, we process a small batch of your records and provide you with source files and related index data. The data is then uploaded into your records management system for review. If there are any required changes, we are then able to make any necessary modifications prior to project commencement. Once your staff approves our file format, indexing scheme and upload sequence, full conversion will transpire.

Records Requests

Records requests are usually initiated using our request@adsus.net email address that gets routed to six different employees. One person is typically tasked with records requests with a back-up person established as necessary. If a record is needed immediately, digital records requests are typically satisfied within 2-3 hours.



We utilize both direct email and SFTP transmission to satisfy most records requests.

File Transport, Chain of Custody, Document Handling, Forms & Requests

Our warehouse and delivery manager, will pick up and deliver records based on specified schedules determined beforehand. Small and large pick-ups can be made depending on specific needs. Pick-up and delivery schedules are typically flexible and forever changing based on client demands.



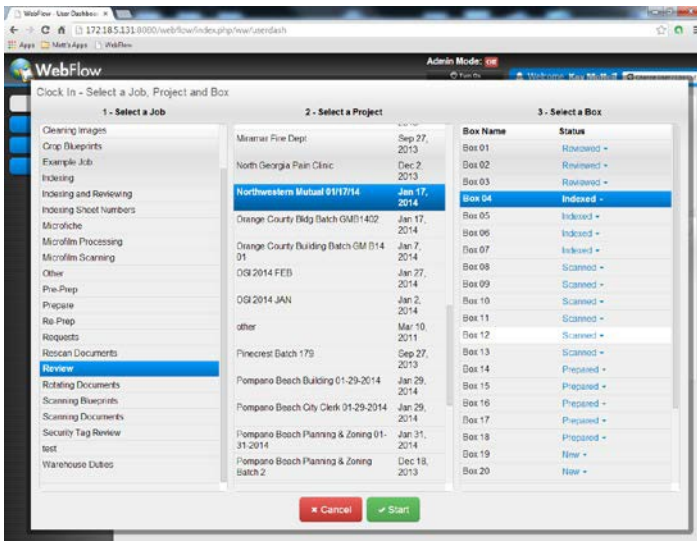
Your point of contact will be given both our office phone number and our driver's cell phone number so that direct contact is always available. In the event of a need. We never lease vehicles for client record retrieval or re-delivery. Our vans facilitate the transport of up to 135 regular file size boxes.

We own and operate our fully-insured cargo delivery vans. All vans are on a strict maintenance schedule inclusive of routine check-ups, oil changes and tire changes. Our vehicles are closed and air conditioned as well. Our vans are equipped with locking mechanisms from all points of entry and all contain fire extinguishers.

We can provide boxes or containers for irregular documents and even packing services, if necessary. Our driver carries client specific pick-up / delivery logs which detail records transported, dates and appropriate levels of sign-off.

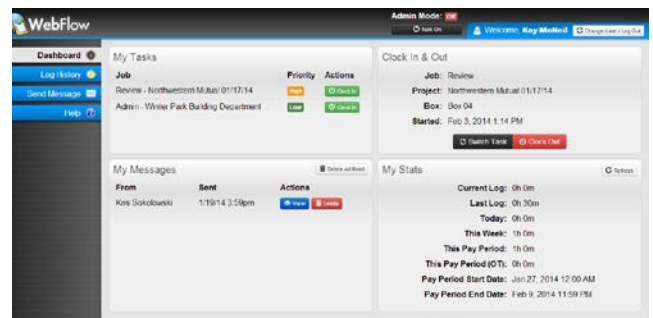
Florida's & Georgia's Records Conversion and Document Imaging Leader

Project Implementation / Management Tools & Techniques



ADS has developed our own internal WebFlow program which is a drastically expanded timekeeping and information tracking mechanism. Our program tracks all functions of the conversion lifecycle from pick-up, document preparation, scanning, review, indexing, output, data delivery and client acceptance. This is done at the box level of every batch of client records received. We are able to track each employee's activities and the status of all projects down to the smallest level of production. The program is tailored for different types of conversion including small documents, large format prints, microfilm and microfiche.

Our program includes detailed instructions for all levels of production. Importantly, we detail the deliverables and related review necessary to ensure the highest quality services in terms of both image quality and data integrity. After conversion and indexing, we ALWAYS use the hard copy records as our source for review. It's a manual process and can't be omitted. Paper files are opened and compared to electronic versions for both completeness (e.g. control totals and page counts) but also for image clarity. Index information is also compared to that not only on the physical documents, but also the file folders often not scanned during the process.



Server Room Security

Our server room is locked through combination and access is limited to only a few high-level personnel. In the case of historical records, they are processed more expeditiously than other records and returned to the client site as soon as possible. These records are also stored at higher elevations during hurricane and flood season and processed immediately during our Florida storm season. Certain high-level and sensitive files may even be processed over weekend shifts so that client personnel are without their files for only a brief period of time.

Access Control & Video Surveillance System

ADS maintains 24 hour video surveillance with multiple cameras strategically placed throughout our building. There is also a camera placed on the perimeter of the building. Related video data is copied and backed-up to a dedicated server.

Our building is owned, not leased. Solicitors or outside visitors are not allowed on our premises unless previously authorized for a maintenance or site visit arrangement. In an effort to further reinforce warehouse security, we have installed high level and bright lamps on the perimeter of our building. Lamps are activated based on light patterns early each evening. Our only facsimile device is maintained in the front office, exclusive of client records, scanning and indexing functions. As mentioned previously, all scan stations are void of any access to the internet. Our video surveillance is focused on entry and exit points and does not "focus in" on client documents. All surveillance can be reviewed and inspected through an "on-site" visit to our Oldsmar facility. Smoke detectors are located throughout our facility and maintained according to a strict schedule.

Document Security Area

ADS maintains a separate scan room for “*Information Sensitive*” documents which is also locked through combination access only. Since our entire operation is considered a workflow environment, records are basically tracked from one stage of production to another. They are done so in pre-defined batches with various control mechanisms including control labels, control logs and projectsupervisors.

Confidential Information Safeguard, Controls and Back-Up Procedures

Many of our existing clients require special treatment for records considered “Information Sensitive.” We have established tight controls on both the work areas and established team members to ensure such records are NEVER accessible to unauthorized personnel. All employees sign a confidentiality agreement upon initial employment. Regardless, all team members selected based on project requirements. We maintain a “combination locked” prep, scan and review room where such records reside. We process these types of records very timely to minimize the amount of time both the paper and electronic records are on our premises.

Back-up of such data is typically maintained on a secure network server and password protected drive and database. Data backed up to digital media is destroyed or completely returned to the client after batch acceptance (CD-ROM, DVD or External Disc Drive Media).

Delivery of Source Files and Index Metadata

ADS will provide PDF files scanned at a resolution of 300 dpi. ADS follows the standards for both file formats as dictated by the Florida Department of State Records Management (DOS) – Standards and Requirements / Electronic Recordkeeping (Chapter 1B-26.003, Florida Administrative Code). Should you desire to destroy paper records after digitization, ADS will assist the client with necessary Destruction Certificates required by DOS and other required standards.

Data transmissions are performed using CD-ROM, DVD, an External Hard Drive or FTP Media mechanisms. All transmissions are considered Work in Progress (WIP) until final transmission and acceptance obtained by the client. We will accommodate you with regards to preferred data transmission.

Document Destruction

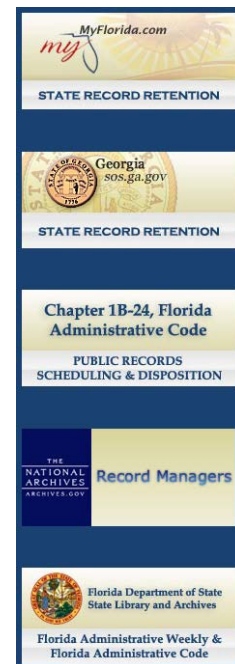
ADS has established strong working relationships with representatives at the Florida Department of State. During the early stages of imaging, we made periodic visits to Tallahassee and have been asked to speak at various industry forums in concert with that agency. We understand Florida Records Retention and Recordkeeping Requirements. We value our contacts at this agency and often refer clients to specific persons who serve to clarify any issue client personnel may have.

We initiate and maintain Destruction Certificates that represent each batch of records destroyed. We obtain client sign-off and employ various control mechanisms before any destruction occurs. Final sign-offs include independent re-counting and reconciliation of records to control logs, confirmation of back-up data to include actual execution of image and text files, written approval by client supervisors and end-users and other procedures necessary in each circumstance.

ADS provides detailed box profile reports as supporting documentation for our destruction reports and for client Records Management Liaison Officers (RMLO) or other assigned client record keepers. Please visit our website to access a direct link to Florida Recordkeeping Requirements under the guidance of the Florida Department of State. Links to the National Archives and Medical Records Resources are also available.

Employee Certifications and Hiring Practices

During the hiring phase, we carefully review backgrounds investigations, check references and perform detailed interviewing practices to ensure trustworthy and competent employees are offered positions at ADS. Employees all read and sign “Drug Free Workplace” and HIPAA policy affidavits. random drug testing authorizations are also obtained. We also adhere to strict Federal hiring practices as enforced within the E-Verify system maintained by the Social Security Administration and the Department of Homeland Security. Positive confirmation of employment eligibility is obtained for all ADS employees. We maintain a consistent staff of 35 employees that have been with the company for years.

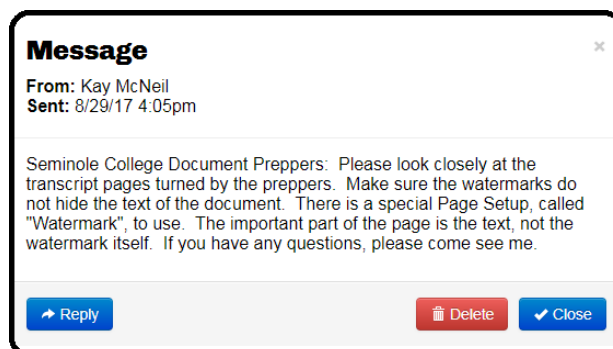


Document Preparation

Document preparation is critical to the success of any paper conversion project. Prepping procedures are determined during Proof of Concept and the Kick-Off meeting. Document types are identified, and many questions are answered. Solid relationships are established, and production timelines are exactly determined. Years of experience has taught us this phase of production is critical to quality and adherence to deadlines.

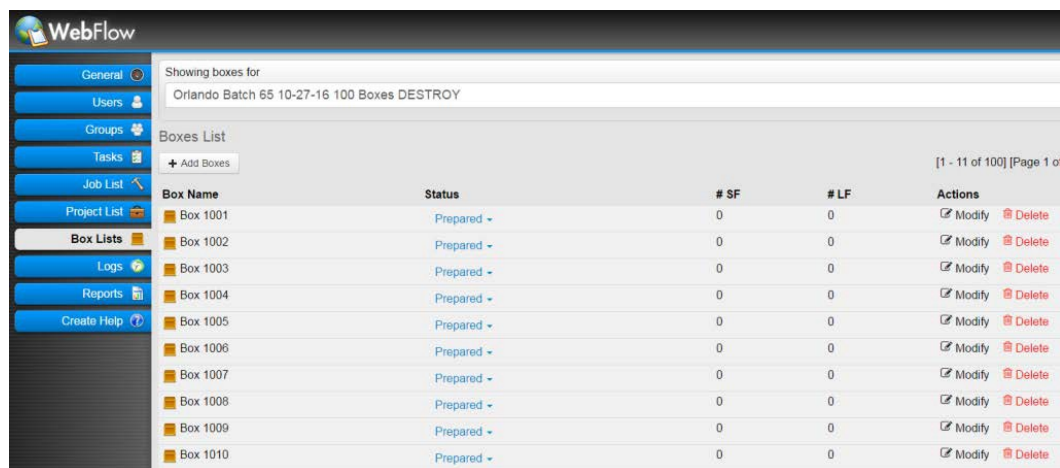
Each document type has its own specific prepping procedures and documents must be organized in a consistent, user-friendly manner consistent with your current or desired filing system. Our prep staff is determined when project teams are established. They are familiar with your project and ask questions when something appears different or out of the ordinary (missing control sheets, color documents, misfiled records, etc...). The document prep staff remove all the staples, repair any torn documents, emboss any raised seals on both small and large format documents, identify color, faded, and illegible documents, etc... In addition, post-it notes will be relocated to an area on the document where information is not interrupted, otherwise, they will be placed on a blank page immediately preceding the original document. Torn pages will be repaired.

Special consideration might be necessary when prepping / scanning transcripts. Often there are watermarks that may distort or hide data on the original / scanned image. If this is the case with your student records, the prep staff may be asked to flag such pages.



Document preppers basically get the records ready for digital conversion. The preparation staff also record a document count for each box on our Preparation Labels which are on the front of each box. These labels contain the date and signature of the person who performed the work. These labels correlate directly to labor performed within WebFlow. **Quality Control. Your box lists / control logs will be verified at various stages, including document preparation.**

This screenshot depicts that boxes 1001 thru 1010 have been prepared. Through other reports, we can review box preparation times, budget times, average times and projected completion dates. All boxes are tracked through all levels of production.



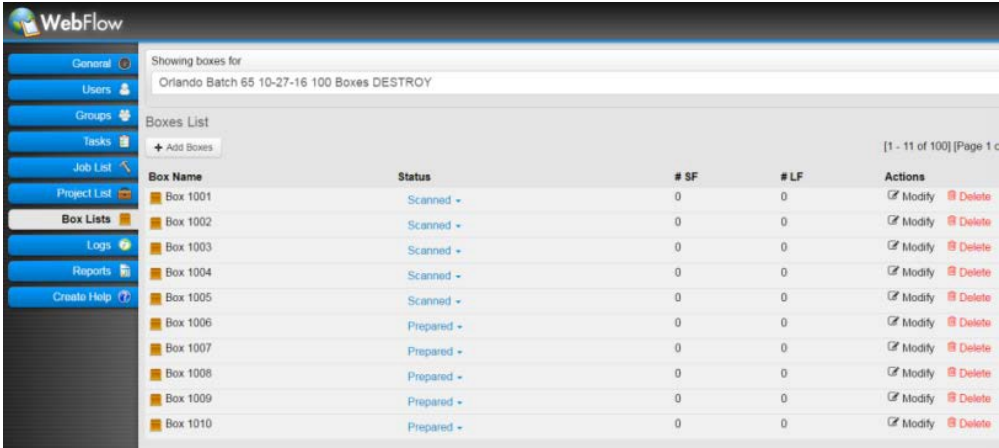
Box Name	Status	# SF	# LF	Actions
Box 1001	Prepared	0	0	Modify Delete
Box 1002	Prepared	0	0	Modify Delete
Box 1003	Prepared	0	0	Modify Delete
Box 1004	Prepared	0	0	Modify Delete
Box 1005	Prepared	0	0	Modify Delete
Box 1006	Prepared	0	0	Modify Delete
Box 1007	Prepared	0	0	Modify Delete
Box 1008	Prepared	0	0	Modify Delete
Box 1009	Prepared	0	0	Modify Delete
Box 1010	Prepared	0	0	Modify Delete

Document Scanning

Four scan operators will be assigned to your project team. Operators serve to review the images and output independently for completeness and image quality. After each box is scanned, confirmation of the document count is made with the Control Log / List and the Preparation Label. Discrepancies, if any, are resolved immediately.

This screenshot depicts boxes 1001 thru 1010 have been partially prepared and scanned. All boxes are tracked through all levels of production

As scan



Box Name	Status	# SF	# LF	Actions
Box 1001	Scanned	0	0	Modify Delete
Box 1002	Scanned	0	0	Modify Delete
Box 1003	Scanned	0	0	Modify Delete
Box 1004	Scanned	0	0	Modify Delete
Box 1005	Scanned	0	0	Modify Delete
Box 1006	Prepared	0	0	Modify Delete
Box 1007	Prepared	0	0	Modify Delete
Box 1008	Prepared	0	0	Modify Delete
Box 1009	Prepared	0	0	Modify Delete
Box 1010	Prepared	0	0	Modify Delete

you can see below, operators may have messages sent by a

project manager or teammate. Our program prohibits job commencement until all related messages have been read. They are only eligible for deletion after they have been read. In addition, our program is the source for our ADP payroll. Thus, credit for work can only be obtained when notes are read and projects are logged for performance.

Message

From: Kay McNeil

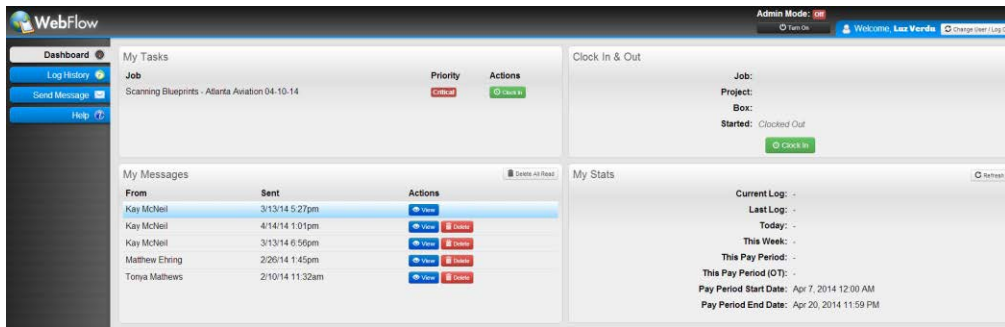
Sent: 4/14/14 1:40pm

The client has requested that all color graphs, photos and charts be scanned in color for this batch.

Reply

Delete

Close



A Document Scanning Label is adhered to the front of the box upon completion and "real-time" review has been achieved. This serves to complement our WebFlow system with a visual indication of box status. These labels are signed, dated and indicate the scan station where work was performed as well. These labels correlate directly to labor performed within WebFlow.

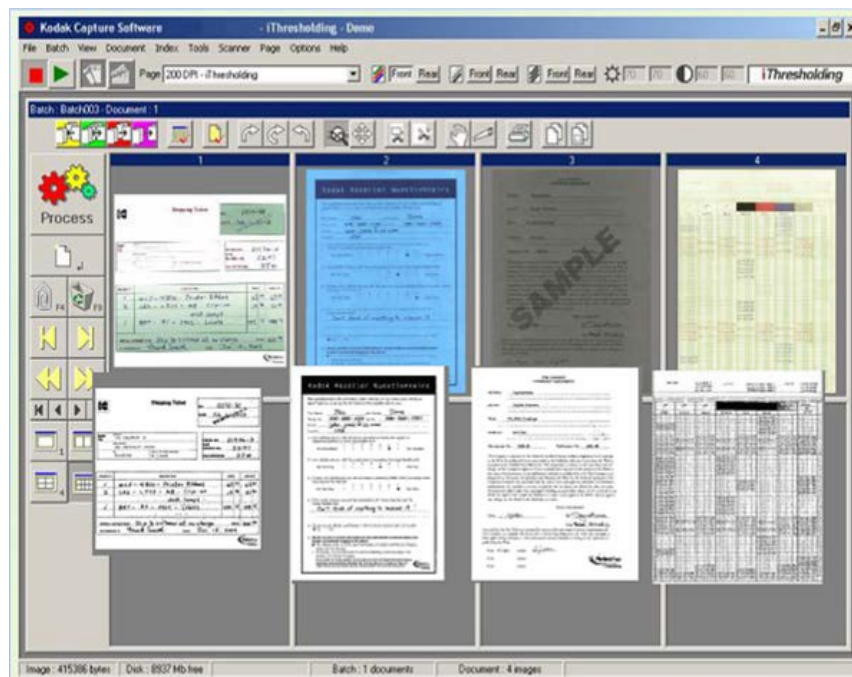
We utilize only the highest quality equipment and software. Our scan operators are tenured and have been with our company for years. All documents will be scanned on both sides and software technology and settings will automatically delete blank back-sided documents. Sonar technology will prevent any double feeds and preparation control counts will ensure completeness as verified by both document scanning and review staff. We will use a high setting to enable three sensors for double feed detection.

We scan at 300 DPI in accordance with Florida and Georgia Administrative Code for electronic record keeping.

Each scan operator is fully trained in our Kodak Perfect Page software which allows for very detailed scanner settings allowing customization for all record types. Despeckle, rotate, deskew are just a few. The following graphics demonstrate why this results in the best quality possible for COA.

The following graphics demonstrate the image enhancements available using Kodak Capture Pro software. Although we have other scanning options, we typically use Kodak scanners and software because of the image quality which we feel is superior to other leading scanners and software.

We've concluded this through side-by-side comparisons of difficult images such as documents with watermarks, raised seals, thermal fax pages, carbon copies, dot matrix generated documents, faded records and many others.



Page Orientation / Auto Cropping

Automatic Orientation

- Based on document content, **automatically rotates** a scanned image 90, 180, or 270 degrees to its proper legible orientation
- Applied to front and back pages independently
- Handles machine, upper case and lower case characters, including most dot-matrix

Deskew example

Input image

Manual deskew
(Select part of input image and rotate.)

Autocrop+
Deskew
(Crop and rotate.)

We utilize Kodak and Fujitsu along with Kodak Capture Pro scanning software which is a subset of Kofax VRS (Best Practice within our industry). File format is determined at output within our Kodak software. The below chart depicts the various options for this function. Obviously, we can choose from many options including single, multi-page, Group IV TIFF, PDF, Black & White, Color, Grayscale and many other features.

TIFF Setup dialog box

Capture

Use this box to process your output in *TIFF* format.

Group by - click the radio button for **Single-page** or **Multi-page** group.

For each - If you select **Multi-page** group, select one of these options from the drop-down list: **Page**, **Document**, or **Batch**.

If your output includes black and white images, the **Black & White compression** option becomes active. Select **Group-4** or **(none)** from the drop-down list.

If your output includes color or *grayscale* images, the **Color/Grayscale compression** and **Color quality** options become available.

- **Color/Grayscale compression** - select **JPEG**, **JPEG (TIFF 6)**, or **(none)**.

- **Color quality** - select one of the following settings from the drop-down list: **Same as scanned**, **Draft**, **Good**, **Better**, **Best**, or **Superior**.

Apply digital signature* - click this checkbox to verify that an image output by Capture Pro Software has remained unaltered from the source document image captured. The free Image Verifier software may be used to verify that a digitally signed image has not been altered at any time. To read about the benefits of image verification and to download the Image Verifier software go to: www.kodakalaris.com/go/CSImageVerify.

OK - closes the dialog box and returns to the Job Setup dialog box.

* This option is not available with Capture Desktop Software.

To return to the Output tab, [click here](#).

To return to the Job Setup dialog box, [click here](#).

Grayscale Images Only

Color Images Only

More Output destinations....

SharePoint Index Setup Wizard

OK

Cancel

Apply

TIFF Setup

?

×

Group by:

☒ Single Page

☐ Multi-Page

For each

Document

Black & White compression:

Group-4

Color/Grayscale compression:

(none)

Group-4

LZW

Color quality:

Same as scanned

☐ Apply Digital Signature

OK

Cancel

Capture Pro allows us to define index field / metadata requirements which includes the set-up of dual entry. Our technicians are trained and certified in the set-up and maintenance of this software. Basically, the metadata input can be tailored to meet any requirements and greatly assist in the prevention of input errors. The software even allows us to create a text file for direct input and interface into OnBase.

Document - Edit Index Field

Label: Utility_Engineering-AMC

Description: Database Name

Type: Single Value Setup...

☐ Read-only ☐ Required ☒ Double Entry

☐ Hidden Minimum index field length: 0

☒ Check field during scanning

Default value: Setup...

Input format: ?<0>

Output format:

Substitute Characters: Setup...

List: Setup...

OK Cancel

Quality Control

When the index operator types in the seven-digit unique student ID number, the other information will populate. This will include the student name and other information. This information will be verified to the image on the screen obtaining a second level of assurance.

When the review operator reviews the output files, they metadata will be confirmed to the box list which will be provided by the District.

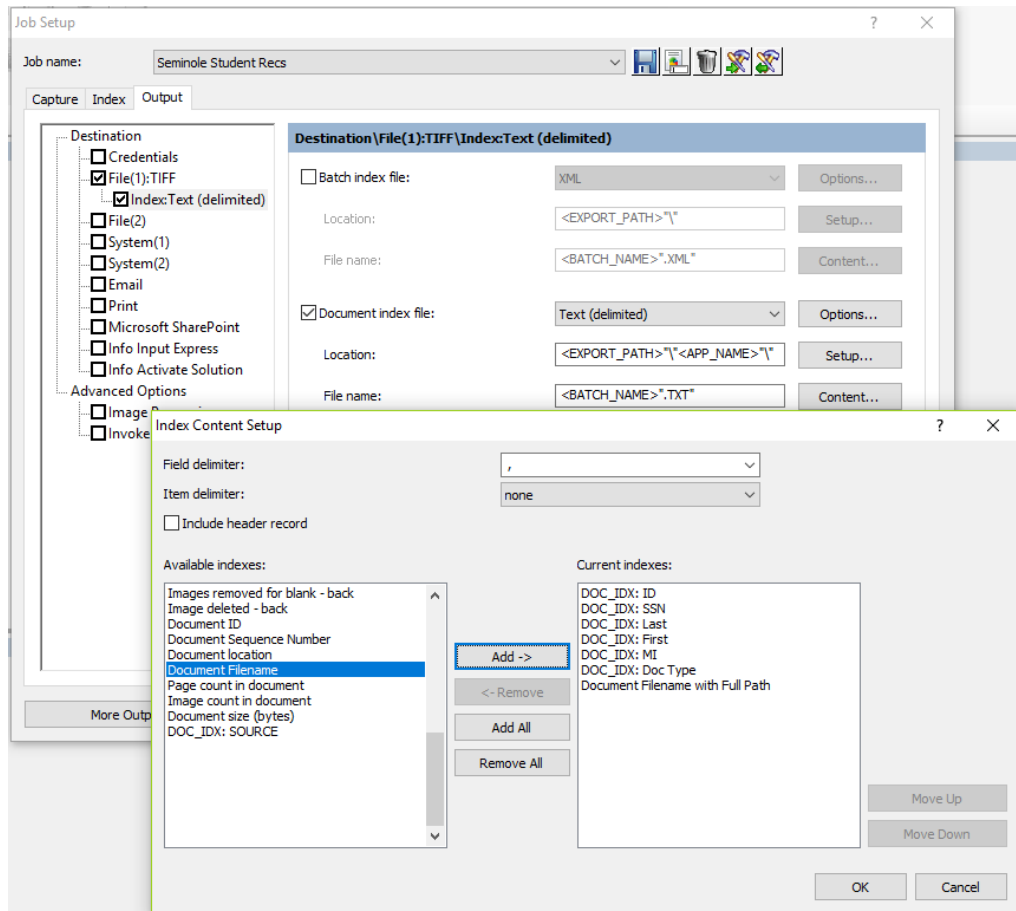
In circumstances where there is not a student ID #, the index and review operator utilize the SSN and verify all information to reliable metadata on the scanned image files.

Image enhancement has been fully described in the preceding sections and described using graphics from our webFlow

- A. We've outlined our understanding of your volume, by media type on the preceding timeline of this section. We have ample capacity to handle your project while satisfying our other contract obligations.
- B. We've described our scanning software, equipment and capabilities within other sections.
- C. Satisfied and in accordance with State Guidelines.
- D. Microform Conversion is detailed within a separate section of this document.

Kodak Capture Pro allows for the creation of many types of text file formats which can be used to import data into many different EDM Systems. Any number of fields can be defined and used to create a text file. The file format can be txt, .csv, .dat, etc. It's easy to specify what character is used as the delimiter, whether, or not, headers are used, and what order the fields are to fall in. The screen shot following, shows what The College's .txt file definition would look like following your layout above. Any field that may not have data in it when writing out the .txt file would simply be represented by an empty comma (.). For instance, if there is not a middle initial, the .txt file line for that student would look like:

Studentid1,ssn1,lname1,fname1,,document type name,path\filename1



ADS Fleet / Chain of Custody & Records Security

We intend to convert your records at our facility.

We own all our vehicles without encumbrances. They are equipped with fire extinguishers and locking mechanisms controlled by our full-time driver. We currently have two 2016 Ford Transit 250 cargo vans. These vans comfortably fit 100 standard file boxes. Our routes are one-way. In other words, our vehicles are not parked at hotels or otherwise for periods of time. Our stops consist of refueling the vehicles.



ADS Chain of Custody Procedures

Our driver and warehouse manager is introduced at project inception as a member of the project team and identified by an ADS uniform.

- Coordinated Batch Pick-Up between ADS Driver and Client Project Manager
- Driver Picks Up Boxes / Reconciles to Pick-Up log
- Log signed by ADS Drive and Client Project Manager
- Boxes transported directly to ADS facility
- Boxes unpacked and confirmed again at ADS facility
- Batch entered in WebFlow for tracking purposes designating physical receipt of boxes at our facility.

Each batch of records is tracked from pick-up to destruction in our WebFlow program. Inactive boxes are stored in sections within our warehouse and are clearly marked and inventoried. As records are converted and cleared as reviewed, they are marked as such with colored labels on the boxes themselves and within WebFlow. We have depicted box lifecycles in graphics throughout this proposal. Microform data is handled in a similar manner to hard copy records.

This screenshot depicts the initial receipt of Batch 65, picked up on 10/27/2016 consisting of 100 boxes. No work has begun yet on this project. All boxes are tracked through all levels of production.

Box Name	Status	# SF	# LF	Actions
Box 1001	New	0	0	Modify Delete
Box 1002	New	0	0	Modify Delete
Box 1003	New	0	0	Modify Delete
Box 1004	New	0	0	Modify Delete
Box 1005	New	0	0	Modify Delete
Box 1006	New	0	0	Modify Delete
Box 1007	New	0	0	Modify Delete
Box 1008	New	0	0	Modify Delete
Box 1009	New	0	0	Modify Delete
Box 1010	New	0	0	Modify Delete
Box 1011	New	0	0	Modify Delete
Box 1012	New	0	0	Modify Delete
Box 1013	New	0	0	Modify Delete
Box 1014	New	0	0	Modify Delete
Box 1015	New	0	0	Modify Delete
Box 1016	New	0	0	Modify Delete

We've demonstrated security during transport as well as network security for electronic data. We've outlined our employee screening procedures as well as processes. In terms of the physical workflow, boxed records reside in two places, in the operations room and in the warehouse. Record batches are converted quickly and electronic data is transmitted typically once a week. Most 100 batch hard copy projects are cleared within a few days. At this point, we wait for client sign-off and approval for destruction.

We've indicated our facility is secure with camera and alarm systems. All rooms remain secure with combination locks and only authorized personnel can enter our production, administrative, server, warehouse and microform processing rooms.

Records Requests

Records requests are usually initiated using our request@adsus.net email address that gets routed to six different employees. One person is typically tasked with records requests with a back-up person established as necessary.

Requested files are transmitted via a link to our SFTP site. We will assign a username and password to you designated staff for retrieval.

WebFlow facilitates the quick identification of records by their stage of production. If a box is already scanned, our clients can expect a link to the requested record within minutes. If the file has not yet been scanned, the box is retrieved, and the correct file is converted and electronically sent within 2-3 hours.

Review Recommendations

We recommend client review in a few ways.

1. Recall sample files after data has been submitted and compare scanned images to output files and metadata
2. Perform sample reviews of metadata and perform control checks in terms of completeness at the box level.
Control checks can be made to ensure the number of files per box agrees to the number of files transmitted.
3. Select sample files to review on an image-by-image basis.

Similar procedures can be applied to your microformed data. The review of 3.7 million images is a daunting task. We recommend your team members visit our conversion facility and witness our review procedures. The adoption of similar procedures by the district is encouraged.

Records Destruction

Records Destruction typically takes place according to records batch. Refer to our production timeline to understand the batches we have recommended by media category. Once your project manager has signed off for destruction, we will provide you with a Certificate of Destruction.



ADVANCED DATA SOLUTIONS, INC.

PO Box 248
Oldsmar, Florida 34677-0248
813.855.3545 Corporate
www.adsus.net

Certificate of Destruction Batch 23 - 07/13/16 Boxes 114-143

City of Orlando
400 South Orange Avenue
Orlando, FL 32801

Dear [REDACTED]

Below is a listing that represents paper records that have been converted to digital format by Advanced Data Solutions, Inc. All documents were converted within the guidelines established by the Florida Department of State. Subsequently, these documents qualify for destruction.

# of Boxes	Cubic Feet	Disposition	File Type	Invoice #	Discs
30 Small Boxes	36 (1.2 Each)	Stated for Destruction	Building Small	6011	108

Please accept this certificate as our intention to destroy these records as supported by our signature below. If you are in acceptance of this destruction, please authorize by signing below.

Sincerely,

Kay B. McNeil

Kay B. McNeil
Operations Manager

Authorized Signature & Title

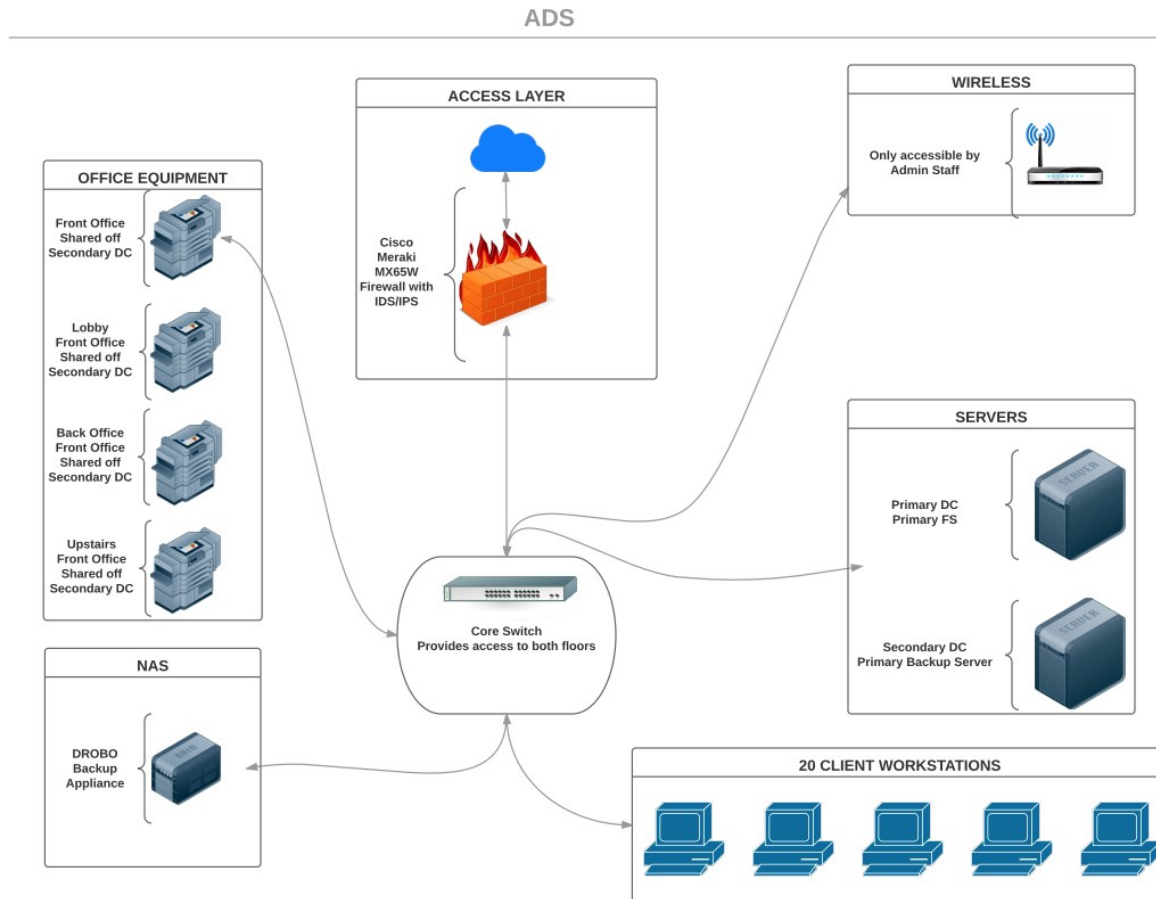
Date

Authorized Signature & Title

Date

INFORMATION TECHNOLOGY SECURITY INFRASTRUCTURE

Internal Network



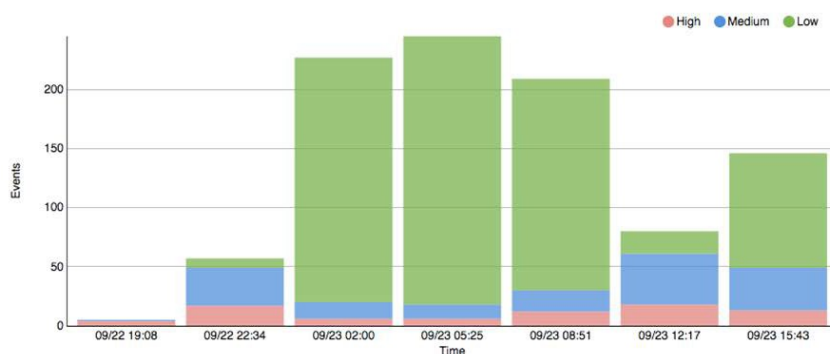
from Frontier FIOS (Fiber Optical Service). This gets routed through our Cisco Meraki MX65W firewall, which also acts as our core router.

The Cisco Meraki MX65W provides IDS/IPS (Intrusion Detection/Prevention System) as well as malware protection for the network. By using Cisco's cutting-edge Sourcefire detection engine, the firewall provides real time threat analysis and gives regular reports on its findings to our IT department allowing them to adjust our network security accordingly.

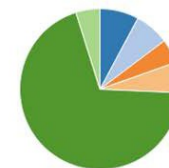
Security report

Filter events...

By time and priority



By signature



Events

Time	Signature	Priority	Action	Network	Client	Source	Destination
Sep 22 17:21	BAD-TRAFFIC TMG Firewall Client long host entry exploit attempt	High	permitted	Mission Flat - appliance	192.168.1.100	192.168.1.1	192.168.1.1
Sep 23 15:25	BAD-TRAFFIC TMG Firewall Client long host entry exploit attempt	High	permitted	Mission Flat - appliance	192.168.1.100	192.168.1.1	192.168.1.1
Sep 23 15:21	BAD-TRAFFIC TMG Firewall Client long host entry exploit attempt	High	permitted	Mission Flat - appliance	192.168.1.100	192.168.1.1	192.168.1.1
Sep 22 18:21	BAD-TRAFFIC TMG Firewall Client long host entry exploit attempt	High	permitted	Mission Flat - appliance	192.168.1.100	192.168.1.1	192.168.1.1

forwarding is setup on the firewall, allowing only specific protocols to be utilized. SFTP (Secure File Transfer Protocol) is configured for secure file transfers to and from our core file server, allowing only authorized users temporary access. DHCP reservations are setup for all servers and networking devices to bolster our network security.

Servers

Our server room is an air conditioned, combination-locked room that is located in the Administrative offices of ADS. Only high-level management have authority and access to this room. If any changes or issues occur with our servers, IT receives automatic alerts from our Remote Monitoring and Management system (RMM). In addition to remote monitoring, we perform monthly inspections of the network systems, applications and infrastructure to ensure all processes are functioning as designed. Our RMM system also includes Bitdefender, an anti-virus and anti-malware program that runs real time threat detection and automatically quarantines any potentially malicious content.

Our core domain controller and file server is a Dell PET430 running Windows Server 2012 Standard (latest available). All source images, files, and metadata are housed in the central file server until processing occurs. Once all data has been processed, it is sent to the customer per their request. Data currently on the server is backed up by our backup appliance. This server also runs our SFTP application allowing for secure file transfers as requested by our customers.

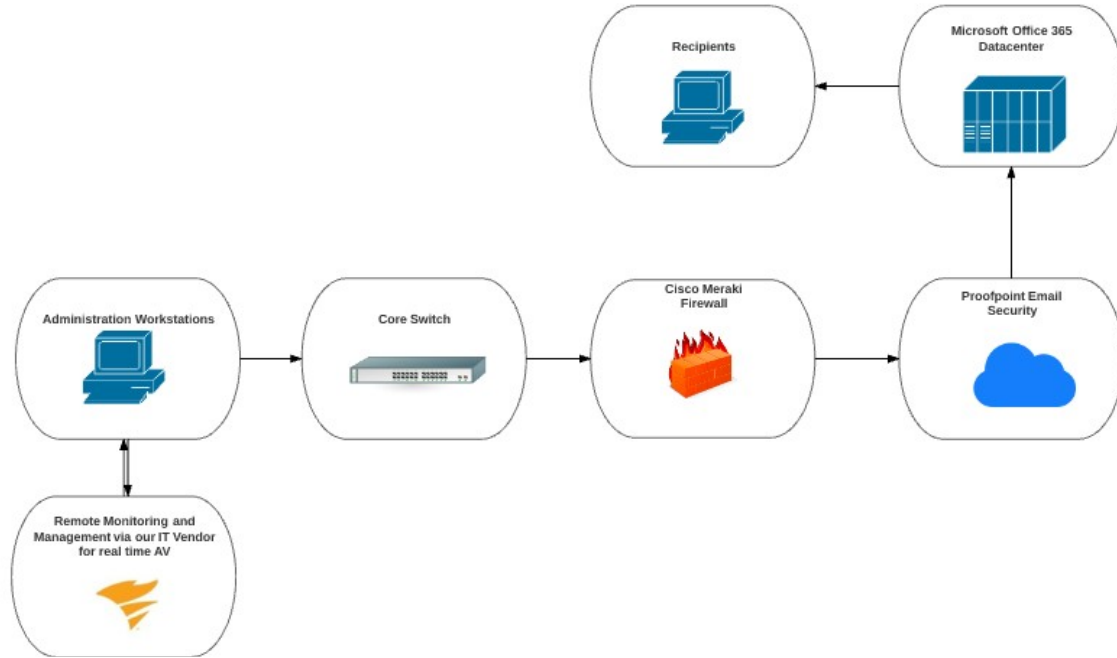
The secondary domain controller is a Dell PET410 running Windows Server 2008r2 Standard. This server runs as a backup for our core file server, as well as a redundant file server if required. In addition to the secondary duties, this server also monitors the backups for the primary file server.

Email System

Our email is currently deployed through Microsoft Office 365, providing the most up to date compliance, including PCI-DSS level one and HIPAA-Business Associate Agreement. By hosting in Microsoft's datacenter, this allows for redundancy for all network operations. Microsoft applies real time malware and spam filtering that helps protect inbound and outbound email from malicious software and spam. Audit logs for the entire mail directory are taken and recorded in Microsoft's Exchange Administration Console (EAC) for review if necessary.

In addition to Microsoft's spam filtering, we deploy Proofpoint Email Protection. This provides enhanced security against malware, and also provides URL defense and spoof protection by checking sender-recipient relationship, email headers and domain reputation checks. Proofpoint also employs its own brand of Enterprise Continuity, allowing standalone access in the event of an emergency. This is an automatic service that gets deployed immediately when an outage has occurred.

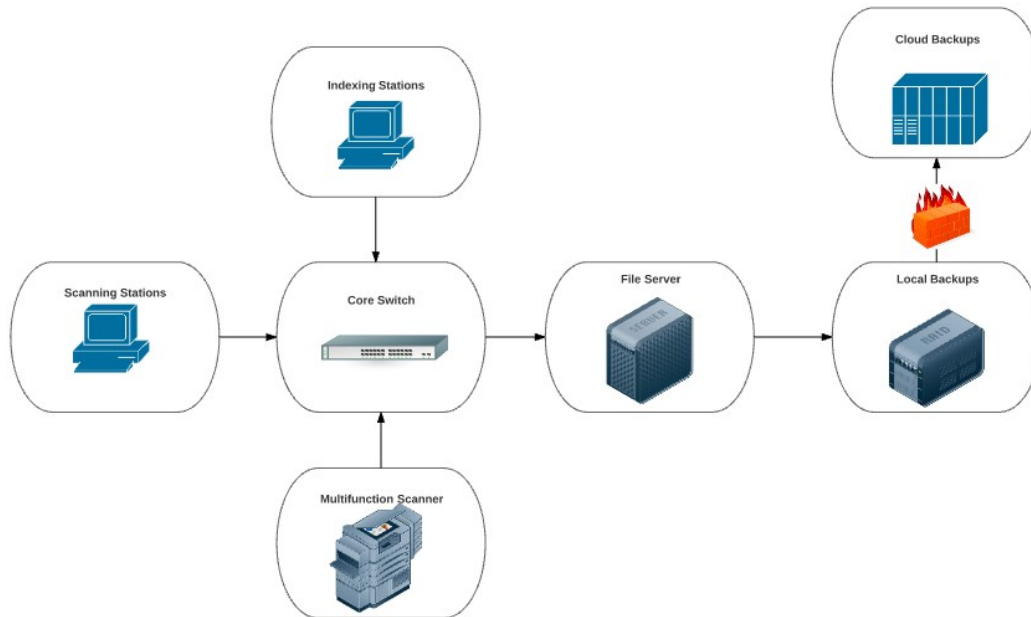
ANTIVIRUS AND EMAIL PROTECTION



Backups and Redundancy

SCANNING AND STORAGE PROCESS

Our



backup appliance runs encrypted virtual images of the server hourly. These backups are stored locally on our Datto device, which provides file level restores as well as a host for the server images locally. Hourly file level restores in addition to real time threat detection which allows for minimum exposure to new viruses, including the new forms of ransomware. These encrypted backups are sent offsite to Datto's secure datacenters which meet SSAE-16 standards.

All backups are secured with AES-256 encryption with the passkey kept only by onsite administration. This level of redundancy, in addition to current standards of anti-virus and anti-malware protection help prevent data loss from any type of encryption viruses.

In the case of a server failure, we can host the most up to date virtual image on our backup appliance. In addition to providing another level of redundancy, this eliminates downtime while our IT department resolves the issue, allowing us to stay on schedule. In the event the building was compromised, we can host the server in the cloud, allowing for access to data from one of our other sites if necessary

Wireless

Wireless access is distributed from the Meraki MX65W using Cisco's WIPS (Wireless Intrusion Protection System) Air Marshal. This allows for real time protection against rogue access points, malicious clients sending packet floods and man in the middle attacks.

In compliance with Payment Card Information Data Security Standards (PCI DSS), the device is locked in the server room with limited access by administration and IT. It records wireless archives from WIPS for up to one year. We perform quarterly wireless scans and have monitoring setup for all alerts that get sent to administration and IT.

We currently deploy a hidden SSID with a complex password. Only administration staff has access to the wireless network. Wireless access is never used to access or manipulate data on the network.

Workstations

All workstations on the domain are running Windows 7 Professional or Windows 10 Professional operating systems. Each user has their own Active Directory account, with access to only the application and record batch of which they have been assigned and approved. Workstations dealing with sensitive data have encrypted hard drives following HIPAA guidelines and are properly disposed of after phasing out of the workstation life cycle.

Current domain policies dictate all user accounts have a unique password with at least eight characters, including a capital letter and a number. Passwords for all users are required to be changed every 30 days. Workstations are set to automatically lock after eight minutes of idle time preventing any unauthorized access.

Florida's & Georgia's Records Conversion and Document Imaging Leader

Client machines are all individually setup with antimalware and antivirus protection using Bitdefender. Bitdefender is an industry leading real-time anti-virus and anti-malware product that prevents viruses from being run on the local work station as well as proactively scanning emails to ensure no threats exist in any attachments, including OST and PST files. This is provided and actively monitored by our IT department. If a virus or malware is detected, Bitdefender automatically quarantines the item and sends a notification based on severity of the flagged item. This is then processed by IT to ensure proper procedures on virus and malware removal.

In addition to software, all client machines are monitored by our IT department. Automated alerts are sent to IT when any hardware failure has occurred. See below for standard workstation hardware and scanning specifications.

Common Workstation Configuration (20 total client workstations)

Intel Core i5
4GB DDR3 RAM
250GB+ HDD
External Hard Drives for backups
UPS Battery Backups
Windows 7/10 Professional
Kodak Production Scanners
Kodak Capture Pro Software to Capture, QC, and Index

Kodak Production Scanners (Scan Stations)

Daily Volume: up to 30,000 pages per day
Throughput: 100 pages per minute
File Formats: TIFF/Multi-page TIFF, PDF, RTF, TXT, Searchable PDF, PDF-A
Features: Streak filtering, controlled stacking, Perfect Page technology, iThresholding, automatic color detection, autocrop, image edge fill (black or white), aggressive crop, deskew, content-based blank page detection & deletion, multi-color dropout, hole fill, automatic orientation
Output Resolutions: 100 / 150 / 200 / 240 / 300 / 400 / 600 dpi
Compressions : CCITT Group IV; JPEG or uncompressed output
Multi-Feed Detection: Intelligent ultrasonic technology; three sensors that work together or independently

Equipment List

The list below details our inventory of conversion equipment. We constantly purchase new equipment and software as technology often changes.

Qty	Description
4	Contex Crystal 40 Plus / HD 4250 Large Format Scanners – Black & White (B&W), Grayscale & Color Scanning Capabilities / ScanOS Software
1	Contex Crystal 40 Plus / HD 4250 Large Format Scanners – Black & White (B&W), Grayscale & Color Scanning Capabilities / ScanOS Software
1	KIP 40 Plus Large Format Scanner – B&W, Grayscale & Color Scanning Capabilities – ScanClient Software – Version 2.0.0.16
1	Kodak i660 – 120 Page Per Minute (PPM) Scanner / 240 Page Per Minute (PPM) Duplex Capability / B&W & Grayscale Scanning Capabilities / Scans Up to Ledger (11" x 17") Size – Kodak CapturePro Software
6	Kodak i4200 – 120 Page Per Minute (PPM) Scanner / 240 Page Per Minute (PPM) Duplex Capability / B&W & Grayscale Scanning Capabilities / Scans Up to Ledger (11" x 17") Size – Kodak CapturePro Software
3	Kodak i1440 – 100 PPM Scanner / 200 PPM Duplex Capability / B&W & Grayscale Scanning Capabilities / Scans Up to Ledger (11" x 17") Size - Kodak CapturePro Software
1	Fujitsu fi6800 – 130 PPM Scanner / 260 PPM Duplex Capability / B&W & Grayscale Scanning Capabilities / Scans Up to Ledger (11" x 17") Size
1	Fujitsu fi6670 – 70 PPM Scanner / 260 PPM Duplex Capability / B&W & Grayscale Scanning Capabilities / Scans Up to Ledger (11" x 17") Size
1	Fujitsu FI5900C – 120 PPM Scanner / B&W, Grayscale and Color Capabilities / Scans Up to Leger (11" x 17") Size
6	Fujitsu FI-5650C / 5750 – 57 PPM Scanner / 114 PPM Duplex Capability / B&W, Color & Grayscale Scanning Capabilities / Scans Up to Ledger (11" x 17") Size
1	Fujitsu FI-4860C – 60 PPM Scanner / 120 PPM Duplex / B&W, Color & Grayscale Scanning / Scans Up to Ledger (11"x17") Size
5	M4097D – IPC (Image Enhancement Controls) – 50 PPM Scanner / 100 PPM Duplex Capability / B&W & Grayscale Scanning Capabilities / Scans Up to Ledger (11" x 17") Size
6	M4120C – 25 PPM Scanner / 50 PPM Duplex Capability / B&W, Color /Grayscale Scanning Capabilities/ Scans Up to Legal (8.5" x 14") Size
1	Mekel Mach V Microfilm Scanner – Quantum Scan Software / B&W and Grayscale Capabilities / Scans 35mm - 16mm roll film / Group IV tiff images and/or Jpeg files are created automatically during conversion. Other file options available. 100% Image Capture
4	Wicks & Wilson - 4100 Microfilm Scanner / B&W and Grayscale Capabilities / Scans 35mm and 16mm roll film / Group IV tiff images are created automatically during conversion. Other file options can be chosen prior to media conversion.
1	Mekel Mach VII Microfiche Scanners – / B&W and Grayscale Capabilities / Scans 35mm, 16mm, Comm Fiche, Jacketed and unjacketed / Group IV tiff images and/or Jpeg files are created automatically during conversion. Other file options available. 100% Image Capture

Document Scanning Software: Kodak Capture Pro, Version 5.1.3 and Laserfiche Avante
Laserfiche Avante Version 10.0

Wide Format Scanning Software: NextImage Scan & Archive, Version 7.3

Microfilm Conversion Software: Quantum Scan 1.02.22 / Quantum Process 1.04.77

We utilize Kodak and Fujitsu scanners for our document conversion. In addition, we utilize Kodak Capture Pro scanning software which is a subset of Kofax VRS (Best Practice within our industry). File format is determined at output within our Kodak software. The below chart depicts the various options for this function. Obviously, we can choose from many options including single, multi-page, Group IV TIFF, PDF, Black & White, Color, Grayscale and many other features.

Employment Screening

We use a full-service background investigation company that specializes in obtaining pertinent information through criminal background checks. This includes criminal activities, past employment, DMV history, credit reports, drug screening and many other aspects on potential employment candidates. **We do not utilize sub-contractors for our services.** It is the policy of ADS, to perform pre-employment background checks. The purpose of performing these checks is to determine and or confirm, within appropriate legal and professional limits, the qualifications and suitability of a job candidate being considered. Our policy helps ensure the safety of the public as well as a safe working environment at our company. It also helps ensure that employment related decisions utilizing pre-employment background check are made in accordance with applicable law. The components of each candidate's background check will depend on the job. Depending on the particular position, ADS currently performs identity and address related searches, various types of criminal (including sexual offender) background checks, employment credit checks, and driving record, education, prior employment and professional license verifications. The results of a pre-employment background check are confidential and are to be shared with high level management at ADS, on a strict "need to know" basis. Procedures: 1. Pre-employment background checks are required for all candidates. 2. All candidates are required to sign appropriate authorizations and consents prior to the performing of any pre-employment background checks. 3. Candidates that provide false or misleading information in their application and/or authorization may be eliminated from any further consideration. Candidates are expected to provide accurate and complete information and not to omit material information needed to make a decision. 4. Pre-employment background checks are completed before a candidate is offered a position. All job offers are conditioned upon satisfactory completion of the pre-employment background checks. 5. Prior to taking any adverse action, appropriate pre-adverse and adverse action notices will be discussed to the candidate pursuant to federal and any state laws together with a copy of the report. 6. All candidates are individually reviewed, and decisions made with respect to employment based upon the totality of the candidate's qualifications and the results of the pre-employment background checks. 7. In general, the relevance of a particular pre-employment background check to a candidate's eligibility for employment is based upon the following factors: • the nature of the job for which the applicant is being considered • the nature of any adverse or negative information; in the case of a criminal matter, the facts surrounding the matter are particularly relevant • the age of any adverse or negative information; the age of the applicant at the time of the adverse incident in relation to the present may also be relevant.

Other Security Measures

- FDLE background checks are performed on key employees and project team employees who handle sensitive / classified / private data
- Our driver and warehouse manager is identified through company uniform and has also passed a rigorous FDLE background check.
- All employees are subject to drug testing and random drug testing is performed monthly.
- All employees are validated through EVerify (homeland security) prior to employment
- All employees read and understand our HIPAA security policies. These policies are constantly reviewed by all employees and reinforced by project managers.
- Managers pass security / HIPAA examinations from the State of Florida
- We maintain 24-hour surveillance video cameras in all crucial areas of the company. Our cameras at no time directly face monitors or client data.
- Personal cell phones are prohibited in operational areas of the company.
- Solicitors and 3rd party vendors are not permitted past our lobby.
- All conversion records are processed on specific servers which are backed up nightly
- Every major operations room in our facility is locked with combinations which change on a periodic basis
- ADS is independently certified as PCI DSS Merchant Compliant effective 11/05/2016
- We utilize Microsoft Office 365 and adhere to all compliance guidelines inherent to that environment.

Microform Conversion (Microfiche / Microfilm / Aperture Cards)

The conversion of microform media and the conversion of your paper records theoretically follow the same procedures. We decided years ago to add microform conversion to complement our paper conversion services. We applied the same measurements of quality control with regards to image quality and metadata accuracy to that line of business. We also felt more comfortable not outsourcing that function to another company. At present, we perform the outsourcing services for three major service bureaus in Florida. These companies either do not have the capacity to handle their paper conversion clients, or they do not have the equipment / technical expertise to handle the microform conversion services. We strongly recommend companies, if able, perform a site visit to confirm the microform data is actually being processed at the location where it was sent. This also ensures the conversion takes place at that location and client media is not sent overseas.

Advanced Data Solutions is an industry leader in microfilm and microfiche conversion. We have been providing our services for over a decade at the forefront of technology developments and standards. We are partnered with the Crowley Group and utilize their Mekel Microfilm and Microfiche Conversion equipment.

Our equipment is superior as is the software and related technology. Our services are performed in-house, including metadata capture, indexing and programming. Nothing is outsourced.

While it is common for records conversion companies to outsource Microfilm / Microfiche Conversion Services, we mandate all work be performed in-house. Your media will never be shipped to another large imaging warehouse or operations center overseas. We maintain all equipment at our secured premises providing complete security and climate control areas. Media is only shipped between our conversion facility and client storage areas



ADS utilizes Mekel's next generation roll-film scanning and processing software technology. Through Quantum Scan, each roll and card is scanned and captured as a large continuous file providing full capture of all images. During QuantumProcess, individual images can be adjusted for brightness and contrast providing superior image quality. All frames are sized, identified and separated into individual files for full capture.



The name that brought the world its first microfilm scanner

MICROFILM SCANNERS

MICROFICHE SCANNERS



Quantu Scan Quantu Process

*Florida's & Georgia's Records Conversion and
Document Imaging Leader*

QuantumScan

Easy To Use



Automatic Frame Detection

Regardless of size, **QuantumScan** will find any frame automatically on a scanned roll without the need for complicated set-up wizards – 100% image capture guaranteed

Speed

Using varying resolution and reduction scenarios, the **Mekel MACH V** can operate at speeds up to 500 frames per minute.

Optimum Resolution

Offers the highest optical resolution on the market with an 8192 pixel CCD Array

Template Options

Create job templates for like rolls, ensuring the continuation of quick and easy scanning

Image Quality Settings

Utilize independent grayscale and bi-tonal settings for one-time, easy set-up to ensure optimum image quality capture

Advanced Focus Option

Fine-tune focus within seconds for various film thicknesses to ensure optimum image quality

Pre-Scan Testing

Provides quick confirmation that images are correctly framed and that desired image quality has been achieved before starting production scanning

Multiple Ribbon Output Options

Various strip output formats are available including: uncompressed TIFF, JPEG and bi-tonal TIFF

Advanced Frame Detection

QuantumScan detects simplex, duplex, comic and cine mode film formats on the fly

Easy Transfer

QuantumScan turns raw roll footage into manageable strips, allowing for easy transfer to centralized storage and quality assurance

Easy Workflow Integration

QuantumScan enables scripting integration to launch customized functionality within the software or for third party applications

QuantumProcess

Batch Processing

Single or multiple **QuantumProcess** license availability enables digital reels to be processed across a network by multiple quality assurance technicians

Strip Zoom Capability

Use the image zoom function to allow for a range from "quick glimpse" to "detailed review" for quality and frame accuracy

Editing Toolkit

A sophisticated toolkit ensures that multiple editing functions are only a mouse click away: frame creation, resize, delete, insert, overlap, undo, mirror, invert, etc.

Fixed Grid Frame Replication

Allows for the setting of a fixed image size and spacing to be applied to all frames or selected frames in a group

Blip Removal

Provides the option to remove blips from frame detection

Irregular Frame Flag

Save time and labor by selecting a median average of all frame sizes, flagging only those images that fall outside of the average for review

Custom Processing

The "all" or "selected" options give the operator the ability to process/export all images in a roll or only those pre-selected

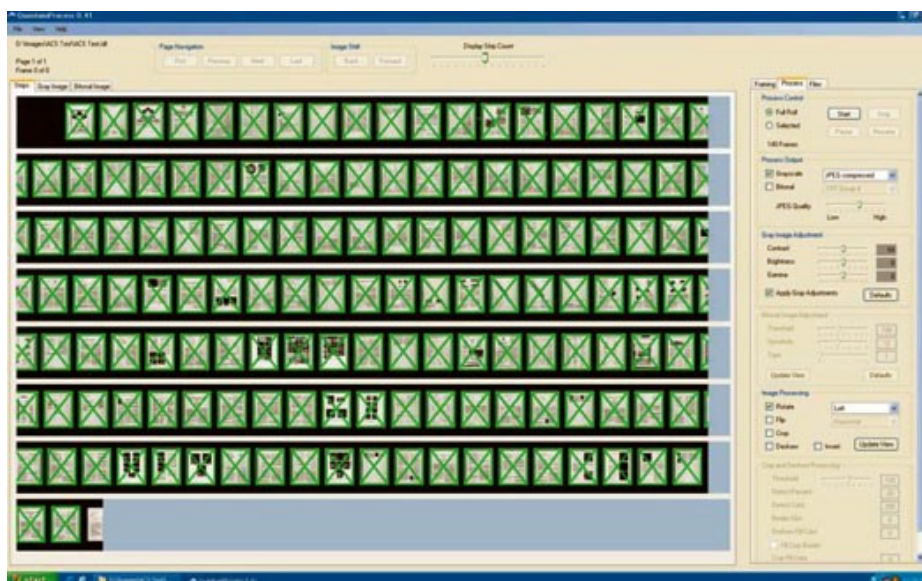
Multiple Output Options

Various file output options include uncompressed TIFF, PDF, TIFF G4, JPEG and others

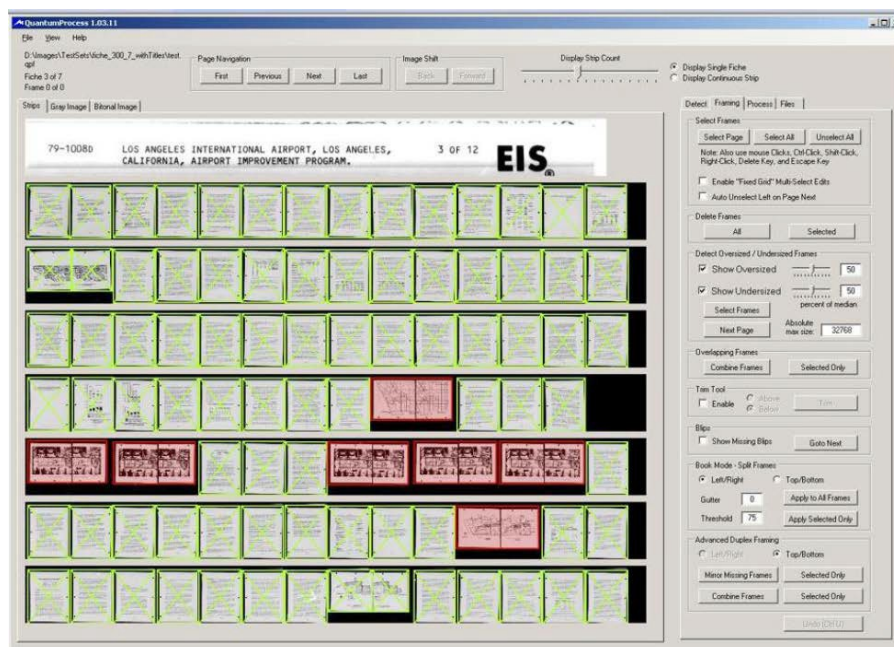
Additional output options include: grayscale files only; bi-tonal files only; or simultaneous grayscale and bi-tonal files

100% Image Capture

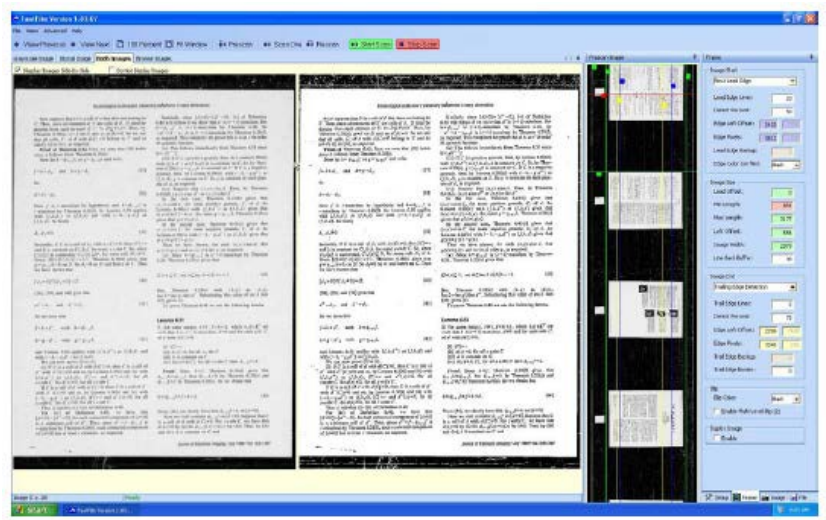
Note how all images are captured and framed. Frames are adjusted and individual images enhanced for brightness, darkness and contrast, all prior to process and output. The software scans the entire roll as ONE continuous strip file. Images are framed by the software and adjusted by the operator. Because it is a continuous file prior to processing, no images are missed. Only Mekel scanners and Quantum software guarantees 100% image capture.



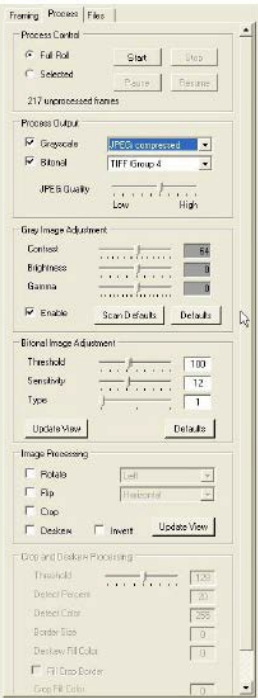
Images highlighted in red indicate scan operator intervention is required. Microfilm is not always created with perfect spacing and alignment. Our sophisticated software accurately frames 95% of most film. However, the intelligence will identify images that do not appear uniform. Our scan operators quickly reframe / split such images so that clean images result.



Within Quantum Process, we have can view images in both grayscale and bitonal while scanning. This allows us to monitor both the quality of both image types. It gives us the ability to better measure the effects of changes we make to image quality sliders.



Quantum Process allows us to output to all "industry standard" file formats. Process output controls what format the extracted image frames are saved in. Bitonal, jpeg, both or pdf. can also set the quality and the compression so that maximum value on this control will equal the quality of the original scan.



We

The below chart represents the process for microfiche / microfilm / aperture card conversions.



File Reduction

We utilize the below reduction table to establish thresholds during Beta Testing and through project completion. Several test runs are initially performed and presented to the client so that consideration can be given to both image quality and file sizes. Special attention is given to page framing such that over-framing does not result in higher file sizes and under-framing does not result in lost information. As demonstrated above, our software is set to auto frame initially and our scan operator can manually adjust individual images, blocks of images and an entire strip file or roll of microfilmed images.

Reduction Table

There are fixed limits to the maximum native scanning resolution for each of the three optical formats on the MachVII/MachVI. The maximum native resolution for the media being scanned can be determined by dividing the scaling factor for the optical format being used by the reduction of the media being scanned.

The scaling factors for each of the optical formats are:

35MM = 6,000

24x = 12,000

42/48x = 14,400

For example, in the 24 x position fiche with images filmed at a 30x reduction could be scanned at up to 400dpi (12,000 divided by 30 = 400).

It is possible to scan and save images at resolutions above the maximum native resolution, but the addition data is created through interpolation and does not increase image quality but does increase file sizes of scanned images.

The table below lists the maximum native resolutions for common reductions in all three optical formats.

	<u>35MM</u>	<u>24X</u>	<u>42/48X</u>
12X	500dpi	1000dpi	1200dpi
16X	375dpi	750dpi	900dpi
20X	300dpi	600dpi	720dpi
24X	250dpi	500dpi	600dpi
28X	214dpi	428dpi	514dpi
32X	188dpi	375dpi	450dpi
36X	167dpi	333dpi	400dpi
40X	150dpi	300dpi	360dpi
42X	143dpi	286dpi	342dpi
48X	125dpi	250dpi	300dpi
52X	115dpi	230dpi	277dpi

Proof of Concept and Beta Testing

Consistent with the paper conversion of your initiative, we will submit samples for testing at project inception. During this phase, we process a small batch of your records and provide you with source files and related index data. This data will be uploaded into your OnBase system for review. If there are any required changes, we will make any necessary modifications and re-submit. Once your staff approves our file format, indexing scheme and upload sequence, full conversion will commence.



NOTICE OF INTENT TO AWARD

ITB #19-30 REBID

SCANNING HARD COPY TO DIGITAL FORMAT

February 20, 2020

On February 10, 2020, Purchasing received six (6) bid submittals for ITB #19-30 REBID SCANNING HARD COPY TO DIGITAL FORMAT. After review of the responses, City Staff has made a recommendation to award to the lowest bidder, ADVANCED DATA SOLUTIONS of Oldsmar, FL 34677 for \$104,000.00.

		ADVANCED DATA SOLUTIONS
ITEM 1	DESCRIPTION	ASSORTED DOCUMENTS
	SIZE	RANGING IN SIZE UP TO 24"X36"
	ESTIMATED NUMBER OF BOXES	850
	UNIT COST PER BOX	\$115.00
	EXTENDED COST	\$97,750.00
ITEM 2	DESCRIPTION	ROLLS
	SIZE	24"x36"
	ESTIMATED NUMBER OF ROLLS	625
	UNIT COST PER ROLL	\$10.00
	EXTENDED COST	\$6,250.00
	TOTAL BASE BID	\$104,000.00

The recommendation will be presented to City Council on March 17, 2020.

Joseph Castro
Buyer

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

SCANNING HARD COPY TO DIGITAL FORMAT



ITB #19-30 REBID

City of Port Orange Purchasing Division

Prepared by: Joseph Castro, Buyer

Release Date: January 8, 2020

Bid Due Date and Time: January 27, 2020 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 #19-30 REBID

SCANNING HARD COPY TO DIGITAL FORMAT

Notice is hereby given that the City of Port Orange is soliciting bids for ITB #19-30 REBID: SCANNING HARD COPY TO DIGITAL FORMAT. 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 January 27, 2020** 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.

DESCRIPTION: *The City of Port Orange is soliciting sealed bids to acquiring the services for Scanning Hard Copy to Digital Format according to Rule 1B-26.003, Florida Administrative Code.*

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# 19-30 REBID: SCANNING HARD COPY TO DIGITAL FORMAT"** in the subject line. Last day for questions will be **January 14, 2020 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.

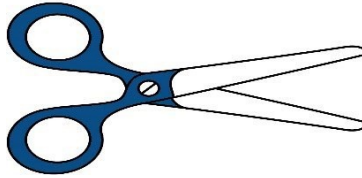
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Bids shall be **submitted to the City Clerk's office** with one (1) original and one (1) identical digital (CD or flash drive) version in pdf format, addressed to Joseph Castro, Buyer, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in a **SEALED ENVELOPE/PACKAGE** plainly marked on the outside: **"ITB #19-30 REBID: SCANNING HARD COPY TO DIGITAL FORMAT"**

Joseph Castro – Buyer

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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 #19-30 REBID _____
BID TITLE:	SCANNING HARD COPY TO DIGITAL FORMAT _____
DUE DATE/TIME:	January 27, 2020 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 the services to establish a City-wide agreement for scanning and indexing residential and commercial building permits, site plans, subdivision files, and other department hard copy documents to digital format on an as needed basis in accordance with Rule 1B-26.003, Florida Administrative Code and the terms, conditions, and specifications contained in this Invitation to Bid (ITB).

There are several facilities located throughout the City and scanning and indexing services 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.

Bidders 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.

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.

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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..... January 8, 2020
Deadline for Questions:January 14, 2020 by 5:00 P.M.
Final Addendum Posting:January 20, 2020 by 5:00 P.M.
Bids Due:January 27, 2020 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.

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.

QUESTIONS REGARDING THIS ITB:

All questions shall reference “**ITB 19-30 REBID: SCANNING HARD COPY TO DIGITAL FORMAT**” 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”.

Bidders 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.

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SECTION 3 – SPECIFICATIONS

Scope of Work - Services Overview and Approach

Contractor shall provide all labor, materials, tools, and equipment required for all City departments requesting Services under Contract. Services shall be provided on an as-needed basis per City department requirements.

Florida municipalities are governed by rules established by the Florida Department of State which recognizes both the TIFF and PDF file as the standard for Electronic Record Keeping Requirements.

Public records must be scanned in accordance with Rule 1B-26.003, Florida Administrative Code. For records with a minimum retention of over 10 years, the rule states that the records must be scanned at a minimum 300 dpi and use “a published International Organization for Standardization (ISO) open standard image format.” These formats include TIFF (Specification 6.0), PDF, PDF/A, and others. The city desires the images to be produced as TIFF, unless otherwise specified prior to processing.

Per the Rule, Record (master) copies of scanned images created by the agency from hard copy permanent or long-term records must be stored in accordance with a published International Organization for Standardization (ISO) open standard image format.

Project Services Definition and Objective

The City of Port Orange is using OnBase as the repository of all electronic records. The Department of Community Development will initiate the digitization of its current and archived hard copy documents which include paper documents.

The services are to include pickup, transport, document preparation, scanning, and temporary storage. The converted images with metadata (tagged tiff images) will be provided in a format (volume) appropriate to be imported into the City’s OnBase for record retention purposes. It is the sole responsibility of Contractor to ensure that Contractor’s system(s) are kept up-to-date and can provide a volume that is fully compatible with the OnBase system used by the City.

Various other City departments or divisions may also require scanning and indexing services during the course of the contract as the need arises. The services will be based on the specifications, terms and conditions contained in this ITB.

Scanning Facilities – Service Center

Scanning Facilities (Service Center) – Contractor’s scanning and indexing facilities must be located within a one hundred and sixty (160) mile radius of the Port Orange city limits. If at any point in time Contractor needs to transfer City documents (hard copy or electronic format) to another facility or network that is not the one appointed in the ITB response, Contractor will have to obtain prior approval of the respective City department/division.

The City may require visiting the scanning center before and or throughout the contract term on mutually agreed dates and times. If during a visit the City finds a matter of concern, the City will notify the Contractor. The city shall determine the resolution and timeframe for the Contractor to rectify the issue(s).

The contractor shall have the ability to store a minimum of fifty (50) letter/legal boxes.

Services

The Contractor will pick up all City documents that are to be scanned from designated City site(s); the City does not encourage subcontracting and requires the Contractor to transport City documents themselves, unless the City determines it to be in their best interest. Only the City will make that determination. The contractor shall pick up within 48 hours for standard operations. City may at its discretion, deliver and pick up requested material(s).

The Contractor shall process documents in accordance with this bid's specifications in a timely manner.

The Contractor will provide weekly updates via e-mail the city department. The Contractor shall maintain a designated point of contact staffed by the Contractor's personnel. This line shall be available at all times during normal business hours (Monday through Friday, 8:00 A.M. to 5:00 P.M. EST). The Contractor shall provide an electronic copy of the weekly updates as described in this ITB to the city department.

Transport of City Documents

All City documents must be transported in closed, air-conditioned vehicles.

Document Tracking and Inventory

The Contractor will inventory and acknowledge the receipt of all items received. It is intended that the Contractor will maintain an automated tracking system to allow for the retrieval of any document that is in process. Any discrepancies between the City department's inventory transmittal and the items received by the Contractor are to be resolved within five (5) working days.

Document Preparation and Quality Assurance of Documents

Documents are stored in multiple formats and media, including loose pages, stapled and assorted binding or binders. Document preparation may require separation of documents from their binding prior to scanning. The condition of most documents is good however, some older documents shall require special handling.

Documents may contain handwritten and/or printed text and/or graphics. Graphics may include, but not be limited to, drawings, plans, photographs, icons, graphs, charts and signatures. Each scanned image should reflect the color properties of the original document.

Preparation by the contractor is to include the removal of all staples, fasteners, and paperclips; repair all torn or deteriorated edges with non-reflective tape or other method as accepted. Ordering/proper orientation of documents, examination of back sides for additional information to be scanned, straighten all folded plans and mount any irregular size memorandum on standard 8 1/2" x 11" paper and other wise make the documents ready for processing. Documents do not need to be re-stapled, re-fastened, re-paperclipped or re-bound.

Also, in preparation for scanning, Contractor should recognize the need for special image enhancement or threshold settings for unusual or discolored plans. Improve upon original clarity of difficult scans, identification of bi-tonal or grayscale needs.

After the scanning/media conversion services have been completed, prior to return delivery, the Contractor will be required to perform a final quality control step that compares the final output to the manifest the City provided the Contractor to ensure that every document has been digitized and indexed. The Contractor will be required to provide to the City a report comparing the documents provided to the final output with each product delivery. The City will implement this process in conjunction with the Contractor.

Image Processing/Quality Requirements

Scanned documents must be viewable in TIF format at a minimum of 300 dpi. Other format types may be requested. The scanning services must include the capability to scan single-sided and double-sided documents. The contractor shall have the ability to scan documents ranging from 8 ½' x 11' to 24" x 36".

The contractor shall will have the ability to upload documents to the city of Port Orange's File Transfer Protocol (FTP server).

The scanned images produced should normally be done in black and white, however, some documents may require grayscale, bi-tonal or color depending on the information contained within the documents; if grayscale/color conveys information and producing black and white documents would cause the loss of information conveyed, adjustments must be made accordingly.

Scanning will be performed in the same order as the paper is received and prepped. Documents will be returned to the box they were removed from and all control sheets will remain in their place to ensure the proper match of large format drawings to the paperwork contained in the small format portion of the scanning process. Blank pages and any use of separator pages will be dropped from the final product based on a file size threshold. File folders are not to be scanned. The majority of documents must be scanned at 300 dpi and will be post processed utilizing the following processes:

1. Deskew
2. Black border removal
3. Punch hole filter
4. Image enhancement (for poor quality documents)
5. Noise Reduction
6. Image smoothing

Large format scans (17" x 22" and greater) at 300 dpi or 400 dpi or as required, will be produced separately from the small format scanning. Each drawing package will be broken down and scanned to specifications. The control sheets will be dropped by post process from the permit file upon final assembly of the images and the indexes. Each drawing will be post processed as indicated in the above settings for small format scanning. All data must be preserved in a form identical to, or functionally equal to, the original record.

Documents shall be rotated to provide maximum readability (e.g. letters shall be in the proper orientation when the document is displayed without rotation).

The Contractor shall use 400 dpi or higher for those documents where it is required to meet the quality requirements.

QUALITY CONTROL - The Contractor will sight verify a random sampling of the resulting output for clarity and faithful reproduction. All documents and data that fail this quality assurance process are to be rescanned at no additional cost to the City until the prescribed quality is met. The Contractor will also be required to perform a final quality control step that compares the final output to the manifest the City provides to ensure that every document has been imaged and indexed.

In the event that the source document is not clear and legible, or a clear and legible reproduction cannot be produced, the Contractor is required to inform and provide a report to the respective City department and Project Manager along with the document source in question.

Scanning process should provide for automatic detection for duplex scanning and blank pages. Both sides of documents shall be imaged as needed, excluding blank pages. All blank pages should be excluded from the process, including count and charge for scanned page(s).

All data must be preserved in a form identical to, or functionally equal to, the original record.

Scanned images shall be placed on a File Transfer Protocol (FTP) server.

Report and discuss with city representative any problem images that cannot be captured to meet benchmark specifications.

DRAWING/PLANS - All images must be correctly oriented when opened with no rotation. Images must be aligned properly within the image environment. Images must not be skewed or distorted more than ± 3 degrees. Image line widths and text thickness must match the original image as closely as possible, without the loss of legibility of any portion of the image. The scanning equipment's specified "scan accuracy" must fall within the range of less than $\pm 0.040"$ over 36 inches for Drawings. Paper skew tolerances must fall within the range of less than $\pm 0.1\%$.

MULTIPLE PAGE DOCUMENTS - A document may consist of one or many pages. If the document has more than one page this document must be scanned as a multi-page document with the exception of large format documents. Large format drawings may be required to be scanned as separate single page files as per specification of each City department or division.

There may be instances where documents contain large (24x36) and standard (8.5x11) pages that will need to be merged as one electronic file.

IMAGE FILES/INDEXING - The Contractor will have the ability to scan and email file(s), not yet forwarded to the department, upon request.

For Building Plans (both residential and commercial): Index must include box number, permit number, address location, and if applicable project name (ex. Chick-Fil-A). If the permit has both a file and large-scale plans, separate the file from plans, and all other plans, and should be separate PDFs (ex. File; Site Plan; Survey).

For Site Plan and Subdivision Plans: Index must include box number, Case Number, address, Application Type (ex. Site Plan), Project Name. There should be separate PDFs for the file, and each associated plan, survey, or report (found separate from what is included in file).

RECORDS ACCESSIBILITY – In the event a document is needed, the City will require designated City staff to have access to original City documents supplied to the Contractor. The Contractor will provide the ability to locate and return to the City department any original document that is in the possession of the Contractor within (24) twenty-four hours from the time of request by an authorized department agent or the City Clerk. After the City has fulfilled its need the Contractor shall also pick up these documents and return with them to the Contractor's site to either complete the scanning, indexing or conversion process, whichever applies.

The City may, alternatively, request the Contractor to scan a specific document out of order and provide it to the City within (24) twenty-four hours. This would typically occur to fill a public records request or other City business.

The estimated number of file retrievals could be 5 to 7 retrievals for public records request a week (max). PDF and/or hard copy files.

All original hard copies shall be returned to City after scanning is completed. The contractor shall coordinate the returned documents with an authorized department agent or the City Clerk on a monthly basis.

CONFIDENTIALITY, ACCURACY AND SECURITY OF DOCUMENTATION - It is vital that the Contractor understands the required security of the documents. These documents are irreplaceable and must be safeguarded. Once the Contractor receives the documents from the City, they are responsible for their safekeeping.

Contractor assumes responsibility for protecting City assets and maintaining their integrity, confidentiality, and availability. Contractor shall maintain physical and data protection and control of all City files at all times. Safeguards against theft, loss, and /or damage must be maintained at the highest levels. The Contractor will be held responsible for lost, stolen and/or damaged original documents. The first occurrence of a records box that is lost, stolen or damaged or any unauthorized reproduction or duplication of any scanned document, the city will take action including terminating the contract.

These documents may contain sensitive security information such as building plans, intellectual property rights and other sensitive information. Once the documents are in the hands of the Contractor, the Contractor becomes responsible for the security of the documents. The Contractor may not duplicate or sell the information contained in any document.

In the event that department loses data and images, Contractor shall provide a copy of the lost data in the specified format, provided department requests the data within the specified Contractor retention period.

The digital copies of the scanned City documents shall be destroyed after receipt and acceptance by the City.

DOCUMENT STORAGE - The Contractor must store all City documents in a clean, secure, dry location and take great care in handling of fragile originals. All stored documents must be a minimum of four (4) inches above the floor surface.

Eating and drinking must be prohibited in the archive's stacks and all areas where records are handled. It is important to perform frequent cleaning of the stacks and processing areas. Cleaning supplies should not emit any fumes harmful to records or staff and should be stored away from the records storage area.

Any mold present within a collection, shall be immediately removed from the stacks to stop the growth from infecting nearby documents. A designated space in the building must be used to isolate affected collections. Any and all mold must be eliminated from the affected documents before returning to storage or to the city.

The contractor shall employ an Integrated Pest Management (IPM), which employs non-chemical treatments in place of harmful pesticides. In the event of an infestation, collections affected should be immediately removed from the rest of the archives' holdings. Any and all pests must be eliminated from the infested documents before returning to storage or to the city.

The contractor's scanning and service facility shall meet all local, state and federal fire codes including operating fire detection and suppression systems.

Additional Services

Contractor may enter into work arrangements with individual City departments, with the departments submitting individual purchase orders for service under this Contract and to tailor services to meet department needs. Services subject to customization by individual departments may include but are not limited to: Specific pickup/delivery schedules and turnaround will be determined by each department in coordination with Contractor.

Department Scope of Work/Volume - Document volume will be estimated and specified by department. The number of documents/records to be processed in a given timeframe will be negotiated by department directly with Contractor. Contractor shall provide timeframes for completion and costs to complete, in advance of performing the work, based on the terms of the Contract.

The Contractor shall not perform work beyond the agreed upon cost, unless authorized by the department. Departments shall provide Contractor with records/documents that are stored in adequately marked boxes. Each department will be responsible for providing a document manifest for each box of records, documents. All Unit Prices must include prepping, scanning, indexing, temporary storage and returning scanned documents to respective packaging and boxes and delivery per requirements.

1B-26.003 Electronic Recordkeeping

(1) Purpose. These rules provide standards for record (master) copies of public records which reside in electronic recordkeeping systems. Recordkeeping requirements must be incorporated in the system design and implementation of new systems and enhancements to existing systems. Public records are those as defined by section 119.011(11), F.S.

(2) Authority. The authority for the establishment of this rule is sections 257.14 and 257.36(1) and (6), F.S.

(3) Scope.

(a)1. These rules are applicable to all agencies as defined by section 119.011(2), F.S.

2. These rules establish minimum requirements for the creation, utilization, maintenance, retention, preservation, storage and disposition of electronic record (master) copies, regardless of the media.

3. Electronic records include numeric, graphic, audio, video, and textual information which is recorded or transmitted in analog or digital form.

4. These rules apply to all electronic recordkeeping systems, including, but not limited to, microcomputers, minicomputers, main-frame computers, and image recording systems (regardless of storage media) in network or stand-alone configurations.

(b) Before existing records are committed to an electronic recordkeeping system, the agency shall conduct a cost benefit analysis to insure that the project or system contemplated is cost effective.

(4) Intent. Electronic recordkeeping systems in use at the effective date of this rule, that are not in compliance with the requirements of this rule, may be used until the systems are replaced or upgraded. New and upgraded electronic recordkeeping systems created after the effective date of this rule shall comply with the requirements contained herein. The Department is aware that it may not be possible to implement this rule in its entirety immediately upon its enactment, and it is not the intent by this rule to disrupt existing recordkeeping practices provided that agencies make no further disposition of public records without approval of the Division of Library and Information Services of the Department of State.

(5) Definitions. For the purpose of these rules:

(a) "ASCII" means the American Standard Code for Information Interchange, a 7-bit coded character set for information interchange which was formerly ANSI (American National Standards Institute) Standard X3.4 and has since been incorporated into the Unicode standard as the first 128 Unicode characters.

(b) "Database" means an organized collection of automated information.

(c) "Database management system" means a set of software programs that controls the organization, storage and retrieval of data (fields, records and files) in a database. It also controls the security and integrity of the database.

(d) "Digital signature" means a type of electronic signature (any letters, characters, or symbols executed with an intent to authenticate) that can be used to authenticate the identity of the sender of a message or the signer of a document and to ensure that the original content of the message or document that has been sent is unchanged. Digital signatures can be created through hashing algorithms.

(e) "Electronic record" means any information that is recorded in machine readable form.

(f) "Electronic recordkeeping system" means an automated information system for the organized collection, processing, transmission, and dissemination of information in accordance with defined procedures.

(g) "Hashing algorithm" (hash function, checksum) means a formula or procedure for checking that electronically transmitted messages or documents have not been altered by transforming a string of characters into a usually shorter fixed-length "hash value" or key that represents the original string. The receiver of the message can execute the same hashing algorithm as the sender and compare the resulting hash values; any difference in the hash values indicates an alteration of the message or document sent. Hashing algorithms can be used to create digital signatures.

(h) "System design" means the design of the nature and content of input, files, procedures, and output and their interrelationships.

(i) "Permanent or long-term records" means any public records as defined by section 119.011(11), F.S., which have

an established retention period of more than 10 years.

(j) "Record (master) copy" means public records specifically designated by the custodian as the official record.

(k) "Geographic information system" means a computer system for capturing, storing, checking, integrating, manipulating, analyzing and displaying data related to positions on the Earth's surface.

(l) "Open format" means a data format that is defined in complete detail, allows transformation of the data to other formats without loss of information, and is open and available to the public free of legal restrictions on use. An open format may be either standards-based or proprietary.

(m) "Unicode" means the universal character encoding standard maintained by the Unicode Consortium, providing the basis for processing, storage, and interchange of text data in any language in all modern software and information technology protocols.

(6) Agency duties and responsibilities. Each agency shall:

(a) Develop and implement a program for the management of electronic records.

(b) Ensure that all records are included within records retention schedules, either by being included within an applicable General Records Schedule, or by developing and obtaining approval for an individual agency-specific records retention schedule in accordance with Rule 1B-24.003, F.A.C., Records Retention Scheduling and Dispositioning.

(c) Integrate the management of electronic records with other records and information resources management programs of the agency.

(d) Incorporate electronic records management objectives, responsibilities, and authorities in pertinent agency directives, or rules, as applicable.

(e) Establish procedures for addressing records management requirements, including recordkeeping requirements and disposition, before approving, recommending, adopting, or implementing new electronic recordkeeping systems or enhancements to existing systems.

(f) Provide training for users of electronic recordkeeping systems in the operation, care, and handling of the equipment, software, and media used in the system.

(g) Ensure that agency electronic recordkeeping systems meet state requirements for public access to records in accordance with chapter 119, F.S.

1. Standard. Each agency which maintains public records in an electronic recordkeeping system shall provide, to any person making a public records request pursuant to chapter 119, F.S., a copy of any data in such records which is not exempt from disclosure by statute. Said copy shall be on paper, disk, tape, optical disk, or any other electronic storage device or media requested by the person, if the agency currently maintains the record in that form, or as otherwise required by chapter 119, F.S. Except as otherwise provided by state statute, the cost for providing a copy of such data shall be in accordance with the provisions of sections 119.07(4), F.S.

2. Standard. Except as otherwise provided by law, no agency shall enter into a contract with, or otherwise obligate itself to, any person or entity for electronic recordkeeping hardware, software, systems, or services if such contract or obligation impairs the right of the public under state law to inspect or copy the agency's nonexempt public records, or impairs the agency's ability to retain the records in accordance with established records retention schedules.

3. Standard. In providing access to electronic records, agencies shall ensure that procedures and controls are in place to maintain confidentiality for information which is exempt from public disclosure.

(7) Documentation standards.

Standard. Agencies shall develop and maintain adequate and up-to-date technical and descriptive documentation for each electronic recordkeeping system to specify characteristics necessary for reading or processing the records. Documentation for electronic records systems shall be maintained in electronic or printed form as necessary to ensure access to the records. The minimum documentation required is:

(a) A narrative description of the system, including all inputs and outputs of the system; the organization and contents of the files and records; policies on access and use; security controls; purpose and function of the system; update cycles or conditions and rules for adding information to the system, changing information in it, or deleting information; and the location and media in which electronic records are maintained and their retention requirements to ensure appropriate disposition of records in accordance with Chapter 1B-24, F.A.C.

(b) The physical and technical characteristics of the records, including a record layout or markup language that describes each file or field including its name, size, starting or relative position, and description of the form of the data (such as alphabetic, decimal, or numeric), or a data dictionary or the equivalent information associated with a database management system including a description of the relationship between data elements in databases;

(c) For information coming from geographic information systems, the physical and technical characteristics of the records must be described including a data dictionary, a quality and accuracy report and a description of the graphic data structure, such as recommended by the federal Spatial Data Transfer Standards; and,

(d) Any other technical information needed to read or process the records.

(8) Creation and use of electronic records. Electronic recordkeeping systems that maintain record (master) copies of public records on electronic media shall meet the following minimum requirements:

(a) 1. Provide a method for all authorized users of the system to retrieve desired records;

2. Provide an appropriate level of security to ensure the integrity of the records, in accordance with the requirements of chapter 282, F.S. Security controls should include, at a minimum, physical and logical access controls, backup and recovery procedures, and training for custodians and users. Automated methods for integrity checking should be incorporated in all systems that generate and use official file copies of records. Hashing algorithms and digital signatures should be considered for all official file copies of electronic records. The use of automated integrity controls, such as hashing algorithms and digital signatures, can reduce the need for other security controls. Hashing algorithms used to protect the integrity of official file copies of records should meet the requirements of US Federal Information Processing Standard Publication 180-2 (FIPS-PUB 180-2) (August 1, 2002) entitled "Secure Hash Standard," (or "Secure Hash Signature Standard") which is hereby incorporated by reference, and made a part of this rule. This publication is available from the National Technical Information Service (NTIS), 5285 Port Royal Road, U.S. Department of Commerce, Springfield, VA 22161, and at the Internet Uniform Resource Locator: <http://csrc.nist.gov/publications/fips/fips180-2/fips180-2.pdf>. Agencies utilizing hashing algorithms shall only use validated implementations of hashing algorithms.

3. Identify the open format or standard interchange format when necessary to permit the exchange of records on electronic media between agency electronic recordkeeping systems using different software/operating systems and the conversion or migration of records on electronic media from one system to another. For text records in the absence of other conversion capabilities, the word processing or text creation system should be able to import and export files in the ASCII or Unicode format as prescribed by the Unicode 5.0 Standard (or successor Unicode Standard), which is hereby incorporated by reference, and made a part of this rule. This publication is available from the Unicode Consortium, P.O. Box 391476, Mountain View, CA 94039-1476, and at the Internet Uniform Resource Locator: <http://www.unicode.org/book/bookform.html>; and

4. Provide for the disposition of the records including, when appropriate, transfer to the Florida State Archives.

(b) Standard. Before a record (master) copy is created on an electronic recordkeeping system, the record shall be uniquely identified to enable authorized personnel to retrieve, protect, and carry out the disposition of records in the system. Agencies shall ensure that records maintained in such systems can be correlated with any existing related records on paper, microfilm, or other media.

(9) Legal authentication. Agencies shall implement the following procedures to enhance the legal admissibility of electronic records:

(a) Document that similar kinds of records generated and stored electronically are created by the same processes each time and have a standardized retrieval approach.

(b) Substantiate that security procedures prevent unauthorized addition, modification, or deletion of a record and ensure systems are protected against such problems as power interruptions.

(c) Identify the electronic media on which records are stored throughout their life cycle, the maximum time span that records remain on each storage media, and the official retention requirements as approved by the Division of Library and Information Services.

(d) State agencies shall, and other agencies are encouraged to, establish and maintain integrity controls for record (master) copies of electronic records in accordance with the requirements of chapter 282, F.S.

(10) Selection of electronic records storage media. For storing record (master) copies of electronic public records throughout their life cycle, agencies shall select appropriate media and systems which meet the following requirements:

(a) Permit easy and accurate retrieval in a timely fashion;

(b) Retain the records in a usable format until their authorized disposition and, when appropriate, meet the requirements necessary for transfer to the Florida State Archives.

(c) Standard. Agencies shall not use floppy disks, audio cassettes, or VHS-format video cassettes for the storage of record (master) copies of permanent or long-term records. Permanent or long-term records on magnetic tape shall be stored on polyester-based media. Agencies shall use only previously unrecorded audio or video tape for record

(master) copies of permanent or long-term audio or video recordings.

(d) Standard. A scanning density with a minimum of 300 dots per inch is required for scanned images created by the agency from hard copy permanent or long-term records.

(e) Standard. Record (master) copies of scanned images created by the agency from hard copy permanent or long-term records must be stored in accordance with a published International Organization for Standardization (ISO) open standard image format.

(f) The following factors are to be considered before selecting a storage media or converting from one media to another:

1. The authorized retention of the records as determined during the scheduling process;
 2. The maintenance necessary to retain the records;
 3. The cost of storing and retrieving the records;
 4. The access time to retrieve stored records;
 5. The portability of the medium (that is, selecting a medium that can be read by equipment offered by multiple manufacturers); and,
 6. The ability to transfer the information from one medium to another, such as from optical disk to magnetic tape.
- (11) Maintenance of electronic records.

(a) Standard. Agencies shall back up electronic records on a regular basis to safeguard against the loss of information due to equipment malfunctions, human error, or other disaster. Agencies shall maintain backup electronic recording media created for disaster recovery purposes, and all preservation duplicates of permanent or long-term records, in an off-site storage facility, with constant temperature (below 68 degrees Fahrenheit) and relative humidity (20 to 30 percent) controls. Storage and handling of permanent or long-term records on magnetic tape shall conform to the standards contained in Standard AES22-1997 (r2003) "AES recommended practice for audio preservation and restoration – Storage and handling – Storage of polyester-base magnetic tape" (published 1997, reaffirmed 2003) which is hereby incorporated by reference and made a part of this rule. This publication is available from the Audio Engineering Society, Incorporated, 60 East 42nd Street, Room 2520, New York, New York 10165-2520, and at the Internet Uniform Resource Locator: <http://www.aes.org/publications/standards/search.cfm>. If an agency cannot practicably maintain backups and preservation duplicates as required in this section, the agency shall document the reasons why it cannot do so. Other electronic records media should be stored in a cool, dry, dark environment when possible (maximum temperature 73 degrees Fahrenheit, relative humidity 20-50 percent).

(b) Standard. Agencies shall annually read a statistical sample of all electronic media containing permanent or long-term records to identify any loss of information and to discover and correct the cause of data loss.

(c) Standard. Agencies shall test all permanent or long-term electronic records at least every 10 years and verify that the media are free of permanent errors. More frequent testing (e.g. at least every 5 years) is highly recommended.

(d) Standard. Agencies shall only rewind tapes immediately before use to restore proper tension. When tapes with extreme cases of degradation are discovered, they should be rewound to avoid more permanent damage and copied to new media as soon as possible. Tapes shall be played continuously from end to end to ensure even packing. Tapes shall be stored so that the tape is all on one reel or hub.

(e) Standard. Agencies shall prohibit smoking, eating, and drinking in areas where electronic records are created, stored, used, or tested.

(f) Standard. External labels (or the equivalent automated management system) for electronic recording media used to store permanent or long term records shall provide unique identification for each storage media, including:

1. The name of the organizational unit responsible for the data;
2. System title, including the version number of the application;
3. Special security requirements or restrictions on access, if any; and,
4. Software in use at the time of creation.

(g) Standard. For all media used to store permanent or long-term electronic records, agencies shall maintain human readable information specifying recording methods, formats, languages, dependencies, and schema sufficient to ensure continued access to, and intellectual control over, the records. Additionally, the following information shall be maintained for each media used to store permanent or long-term electronic records:

1. File title;
2. Dates of creation;
3. Dates of coverage; and,

4. Character code/software dependency.

(h) Standard. Electronic records shall not be stored closer than 2 meters (about 6 feet, 7 inches) from sources of magnetic fields, including generators, elevators, transformers, loudspeakers, microphones, headphones, magnetic cabinet latches and magnetized tools.

(i) Standard. Electronic records on magnetic tape or disk shall not be stored in metal containers unless the metal is non-magnetic. Storage containers shall be resistant to impact, dust intrusion and moisture. Compact disks shall be stored in hard cases, and not in cardboard, paper or flimsy sleeves.

(j) Standard. Agencies shall ensure that record (master) copies of electronic records are maintained by personnel properly trained in the use and handling of the records and associated equipment.

(k) Agencies shall establish and adopt procedures for external labeling of the contents of diskettes, disks, tapes, or optical disks so that all authorized users can identify and retrieve the stored information.

(l) Agencies shall convert storage media to provide compatibility with the agency's current hardware and software to ensure that information is not lost due to changing technology or deterioration of storage media. Before conversion of information to different media, agencies must determine that authorized disposition of the electronic records can be implemented after conversion. Permanent or long-term electronic records stored on magnetic tape shall be transferred to new media as needed to prevent loss of information due to changing technology or deterioration of storage media.

(12) Retention of electronic records. Each agency is responsible for ensuring the continued accessibility and readability of public records throughout the entire life cycle regardless of the format or media in which the records are maintained.

Agencies shall establish policies and procedures to ensure that electronic records and their documentation are retained and accessible as long as needed. These procedures shall include provisions for:

(a) Standard. Scheduling the retention and disposition of all electronic records, as well as related access documentation and indexes, in accordance with the provisions of Chapter 1B-24, F.A.C.

(b) Standard. Establishing procedures for regular recopying, reformatting, and other necessary maintenance to ensure the retention and usability of the electronic records throughout their authorized life cycle.

(c) Standard. Transferring a copy of the electronic records and any related documentation and indexes to the Florida State Archives at the time specified in the records retention schedule, if applicable. Transfer may take place at an earlier date if convenient for both the agency and the Archives.

(13) Destruction of electronic records. Electronic records may be destroyed only in accordance with the provisions of Chapter 1B-24, F.A.C. At a minimum each agency shall ensure that:

(a) Electronic records scheduled for destruction are disposed of in a manner that ensures that any information that is confidential or exempt from disclosure, including proprietary or security information, cannot practicably be read or reconstructed; and,

(b) Recording media previously used for electronic records containing information that is confidential or exempt from disclosure, including proprietary or security information are not reused if the previously recorded information can be compromised in any way by reuse.

Rulemaking Authority 257.14, 257.36(1), 257.36(6) FS. Law Implemented 257.36(1)(a) FS. History--New 8-16-92, Amended 5-13-03, 5-21-08.

Estimated Quantities

Quantities listed are estimates for bid purposes only; actual usage may be more or less.

Standard cardboard box is 10" H x 12" W x 15" D

Document sizes:

Building Single-Permits = size 8 ½" x11"

Building Single Family (SF) plans = size varies (8 ½ "x11", 8 ½" x14", 11"x17" and 24"x36")

Subdivision = size varies (8 ½" x11", 8 ½" x14", 11"x17" and 24"x36")

Rolls= size 24"x36"

DOCUMENT TYPE	SIZE	Estimated Average Number of Sheets Or Rolls per Box	Estimated Number of Boxes
Building Single-Permits	8 ½" x11"	2,800 sheets	3,500
Building SF Plans	8 ½ "x11" to 11"x17"	2,500 sheets	1,086
Building SF Plans	24"x36"	200 sheets	270
Subdivision	8 ½" x11" to 11"x17"	2,500 sheets	2,160
Subdivision	24"x36"	200 sheets	540
Rolls	24"x36"	50 Rolls	500

END OF SPECIFICATIONS

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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 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".)

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SECTION 5 – GENERAL TERMS AND CONDITIONS

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

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

1. ACCEPTANCE BY CITY

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

2. ADDENDUM

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

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

3. ADDITIONAL GOODS

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

4. **ANTI-COLLUSION STATEMENT**

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

5. **APPLICABLE LAWS**

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

6. **ASSIGNMENT**

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

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

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

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

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

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

8. AWARDS

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

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

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

9. AWARD AND EXECUTION OF CONTRACT:

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

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

10. BID RETURNS

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

11. BID PROTEST

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

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

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

12. BID/PROPOSAL TABULATION

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

13. BONDS

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

14. CERTIFICATE OF INSURANCE

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

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

15. CHANGE ORDERS

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

16. CHANGE ORDER REQUEST NOTIFICATION

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

17. CLEAN UP

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

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

18. CONDUCT OF VENDORS

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

19. CONE OF SILENCE

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

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

Exceptions to the Cone of Silence:

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

20. CONFLICT OF INTEREST

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

21. CONFLICT OF INSTRUCTIONS

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

22. CONTRACT

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

23. CONTRACT OBLIGATION

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

24. CONTRACT RENEWALS

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

25. COOPERATIVE PURCHASING

The City Manager may elect to purchase through or join with other governmental units in cooperative purchasing ventures when the best interest of the City would be served thereby, provided the same is in accordance with all applicable laws. In the event the City 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

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: 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.

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

SAMPLES

Upon issuance of The Intent to Award, the city may request one sample each of a standard size and large format scanned image from the Contractor named on The Intent to Award.

PERIOD OF OFFER VALIDITY:

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

CONTRACT TERM

The term of the contract shall be for an initial one (1) year term with three (3) one-year renewal options agreed upon both parties. Renewal(s) will be approved by the City Manager and the budget will be approved by City Council.

ESCALATION / DE-ESCALATION

Bid prices shall remain firm for a period of one-year (1) year from the date of award. The contract prices may be changed after the first year for the following reasons:

An increase or decrease in the supplier's cost of materials may be justification for price change; however, this shall not be construed in any way to increase vendor's margin of profit. All written request for a price increase must include backup documentation as to the nature of the increase and shall be submitted to the City Purchasing Manager at least 30 days prior to the scheduled price increase/decrease or renewal of contract. Approval of each request shall be by written confirmation from the City Purchasing Manager. If the City should consider said increase unwarranted or unreasonable, the City reserves the right to terminate the contract with the vendor. Any price decline at the manufacturer's level shall be reflected in an immediate reduction of the contract prices and the vendor shall notify the buyer of said decline.

ELIGIBILITY OF VENDOR:

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

Bidders 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.

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".

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 – Listing of Subcontractors
- _____ Form 7.10 – Local Business Affidavit of Eligibility
- _____ 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 **Hard Copy Scanning 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 approval from the City of Port Orange Community Development Department Head, other Department Head or City Clerk. 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

SIGNATURE OF NOTARY PUBLIC

NOTARY SEAL

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 # 19-30 REBID					
SCANNING HARD COPY TO DIGITAL FORMAT					
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					
Bidders are required to complete all fields shaded in green. Enter Unit Price in Column F. Column G will be automatically calculated.					
NAME OF BUSINESS:					
CONTACT PERSON:					
EMAIL ADDRESS:					
AUTHORIZED SIGNATURE:					
DOCUMENT TYPE	SIZE	Estimated Average Number of Sheets Or Rolls per Box	Estimated Number of Boxes	UNIT COST PER BOX	EXTENDED COST
Building Single-Permits	8 ½" x11"	2,800 sheets	3,500		\$0.00
Building SF Plans	8 ½ "x11" to 11"x17"	2,500 sheets	1,086		\$0.00
Building SF Plans	24"x36"	200 sheets	270		\$0.00
Subdivision	8 ½ "x11" to 11"x17"	2,500 sheets	2,160		\$0.00
Subdivision	24"x36"	200 sheets	540		\$0.00
Rolls	24"x36"	50 Rolls	500		\$0.00
				TOTAL BASE BID	\$0.00
AWARD: THIS BID WILL BE AWARDED TO THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER					

[Remainder of this page left intentionally blank]

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]

STANDARD CITY OF PORT ORANGE CONTRACT DOCUMENTS (FOR INFORMATIONAL PURPOSES ONLY)



**CITY OF PORT ORANGE
STANDARD CONTRACT FOR SERVICES**

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2016, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and _____ ("Contractor"), a _____ corporation whose principal address is _____. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

- (a) The Contractor hereby agrees to provide the following equipment, materials, labor and other such related services to the City of Port Orange:

(i) _____

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

Term: This Contract shall become effective on the last date the Contract is signed by the Parties. Work shall be substantially completed within ____ calendar days from issuance of a Notice to Proceed and final completion ____ days thereafter (the "Term").

Manner and Place: The work shall be performed as outlined in Exhibit "____," in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall not deliver goods or services without a written Purchase Order(s) or Notice to Proceed(s), signed by an authorized agent of the City of Port Orange.

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

Authorization for Services: This Contract standing alone does not authorize the purchase of any work or services or require the City to place any orders for work or service. Authorization for performance of services by the Contractor under this Contract shall be in the form of a written Notice to Proceed issued and executed by the City. The City reserves the right to contract with other parties for work and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

Liquidated Damages: Contractor shall pay \$_____ for each day that expires after the date the Work is required to be Substantially Completed until the Contractor achieves Substantial Completion with the work. Contractor and City agree and recognize that the liquidated damages set forth herein shall not be treated as a penalty and are just damages that are proportionate to any damages that might reasonably be expected to follow from a delay to Substantial Completion.

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the prices set forth in Exhibit "___" attached hereto, subject to a limit up to but not to exceed \$_____ for the term of this Contract. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

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

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

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

5. Contract Administration. The _____ shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

6. Termination for Convenience of the City

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

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

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

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

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

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

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

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

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 20 of this contract concerning disputes.

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

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

9. Examination of Records

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

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

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

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

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

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

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

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

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

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

11. Termination for Non-Appropriation of Funds

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

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

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

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

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

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

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

14. Modifications or Changes to this Contract

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

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance

with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

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

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

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

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

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

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

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

19. **Inspection**

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

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of

this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

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

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

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

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

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

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

22. Disputes. The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence. Pending a final determination of a properly appealed decision of the Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

23. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure

shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

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

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

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

27. Notice. For purposes of this agreement, notices shall be sent as follows:

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

Copy to: City of Port Orange
Attention: _____
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-_____

Contractor: _____
Attention: _____

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

28. Contract Construction

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of

an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

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

[Remainder of this page intentionally left blank]

SAMPLE

Witnesses: _____

By: _____
Printed Name: _____

Title: _____
If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Printed Name: _____
Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, as _____ of _____, a _____ corporation, and who:

[Notary: Please select one]

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

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

Witnesses:

CITY OF PORT ORANGE

By: _____
Printed Name: _____ Donald O. Bumette, Mayor

Date: _____
Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Donald O. Bumette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

Witnesses:

ATTEST:

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

Date: _____
Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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



End of Solicitation Documents



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 **February 3, 2020**

ITB 19-30 REBID SCANNING HARD COPY TO DIGITAL FORMAT

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated January 8, 2020 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:

No changes

B. CHANGES TO SPECIFICATIONS:

1. 2/3/2020 Revised Pricing Sheet to include extended pricing with estimated quantities for line 1-2. **"ATTACHMENT 1" SCHEDULE OF UNIT PRICING BID FORM":
REVISED ITB # 19-30 REBID SCANNING HARD COPY TO DIGITAL FORMAT**

2. Pg. 21 of 77 Estimated Quantities: Document sizes shall now read as "Assorted documents ranging in size up to 24"X36" in lieu of the following items only:

Building Single-Permits = size 8 ½" x11"

Building Single Family (SF) plans = size varies (8 ½ "x11", 8 ½" x14", 11"x17" and 24"x36")

Subdivision = size varies (8 ½" x11", 8 ½" x14", 11"x17" and 24"x36")

3. Pg. 22 of 77 now reads as:

DESCRIPTION	SIZE	ESTIMATED QUANTITY
BOXED ASSORTED DOCUMENTS	RANGING IN SIZE UP TO 24"X36"	850
Rolls	24"x36"	625

C. QUESTIONS AND ANSWERS:

1. Can the City confirm the number of boxes on the pricing page to be 8,056? This box quantity seems very high. Based on the pricing spreadsheet, the total images are over 18 million which also seems very high.

ANSWER: The estimate has been revised to indicate the current amount of boxes and rolls ready to be scanned as of January 30, 2020, for the Community Development Department only. Since this is a multi-year project, and could touch multiple City departments, a closer City-wide scanning estimate cannot more accurately be provided, as it is unknown.

2. Does the City have a budget for the scanning of 8,056 boxes and over 18 million documents which would approximate close to a million dollars?

ANSWER Please refer to answer to question number 1 above. The number of boxes and rolls are an estimate for bid purposes only for this multi-year project. The City will budget accordingly.

3. In order to provide the best pricing for the City, please provide a closer estimate of boxes which require digitizing? This will greatly affect the price as volume affects our efficiency.

ANSWER Please refer to answer to question number 1 above.

4. How many individual permits make up this project?

ANSWER: This number is unknown. However, the box and roll number estimate has been revised to indicate the current number of boxes and rolls ready to be scanned as of January 30, 2020, for the Community Development Department only. Since this is a multi-year project, and could touch multiple City departments, a closer City-wide scanning estimate cannot more accurately be provided, as it is unknown.

5. For the 3,500 boxes of Building Single-Permits document how many permits are there per box?

ANSWER: Please refer to answer for number 1 above.

6. Can you provide the total number of Permits for the Building Single-Permits documents?

ANSWER: Please refer to answer for number 1 above.

7. Can you provide the total number of Case numbers for the Site plans and Subdivision plans?

ANSWER: Please refer to answer for number 1 above.

In all other respects, except as specifically stated herein, the subject ITB 19-30 REBID remains unchanged.

END OF ADDENDUM NO. # 2



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 **January 20, 2020**

ITB 19-30 REBID SCANNING HARD COPY TO DIGITAL FORMAT

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated January 8, 2020 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. TIMELINE CHANGE

Due to the City of Port Orange researching answers for additional questions received, ITB 19-30 REBID, Section 2 – Instructions to Bidders Timeline (Local Time) shall now read:

The City reserves the right to alter dates as needed.

Final Addendum Posting.....February 3, 2020 by 5:00 P.M.

Bids Due..... February 10, 2020 by 2:30 P.M.

City Council Meeting for Approval of Recommendation of Award..... To Be Determined

B. QUESTIONS AND ANSWERS:

1. Who is the current vendor providing scanning services to the City?

ANSWER: The City currently does not have a scanning service.

2. Does the city have an existing database containing the indexing data (permit #, project name, address, case #, etc.) that can be used to validate indexing?

ANSWER: Yes. We are in the process of updating the index.

3. How many boxes will be released to the vendor for processing at one time?

ANSWER: +/- 50, as mentioned in the bid. "The contractor shall have the ability to store a minimum of fifty (50) letter/legal boxes."

4. What is the contract term? Will the contract include extension options? 1 year? 2 year?

ANSWER: Initial Term is one (1) year with three (3) one-year renewal options.

5. What is the City's timeline for project completion?
ANSWER: Approx 1 year for Community Development.
6. Will there be instances where documents contain large (24x36) and standard (8.5x11) pages that will need to be merged as one electronic file?
ANSWER: Yes
7. What is the anticipated awarded date?
ANSWER: To be determined.
8. Does the City have a certain number of boxes they want completed on a monthly or annual basis? What is the timeline? Please consider the City will need to review the metadata and images prior to destruction sign-off. Even sample reviews take time and people resources.
ANSWER: We understand that some boxes may take longer than others, so the weekly updates will be able to allow us to see that the Contractor is processing documents in a timely manner. Review/test of digital files would most likely be done at that time, but review could vary.
9. Page 14. Please note small format scanners handle documents up to size 11" x 14." Anything larger is considered large format in our industry.
ANSWER: Noted.
10. The City mentions mold on records within its ITB. Does the City think there are considerable boxes that contain "more than average" mold?
ANSWER: The city is not aware of any mold issues in its records.
11. Most files are scanned in order. However, it is typical to move a standard permit page to the front of a file for consistency purposes. It is industry practice to scan all small format records together first and then large format pages at the end of a multi-page file. This practice does keep the records in the primary order typical for most building departments. Is this what the City has in mind? As a rule, we provide sample boxes at project inception so that the client can review file management issues and make modifications, if necessary.
ANSWER: No, the files are created in page order (for the most part) and should be scanned in the order presented.
12. Our service location is within 160 miles of the City (where we would execute this project), has not been deemed to be HIPAA Compliant at this time. Since the source documents relating to this RFP (Building Permits), would not contain PHI (Protected Health Information), would the City be willing to waive this HIPAA requirement for this RFP?
ANSWER: Because there is contemplation of other departments using the scanning services which may contain Protected Health Information, the city of Port Orange cannot provide the waiver of HIPAA compliance.

END OF ADDENDUM NO. # 1



OPENING DATE/TIME: 02/10/2020 @ 2:30PM

Bid Tabulation

ITB #19-30 REBID

SCANNING HARD COPY TO DIGITAL FORMAT

		ADVANCED DATA SOLUTIONS	PIONEER RECORDS MANAGEMENT	ARCHIVE CORPORATION	VASTEC INC
ITEM 1	DESCRIPTION	ASSORTED DOCUMENTS	ASSORTED DOCUMENTS	ASSORTED DOCUMENTS	ASSORTED DOCUMENTS
	SIZE	RANGING IN SIZE UP TO 24"x36"	RANGING IN SIZE UP TO 24"x36"	RANGING IN SIZE UP TO 24"x36"	RANGING IN SIZE UP TO 24"x36"
	ESTIMATED NUMBER OF BOXES	850	850	850	850
	UNIT COST PER BOX	\$115.00	\$155.00	\$350.00	\$369.66
	EXTENDED COST	\$97,750.00	\$131,750.00	\$297,500.00	\$314,211.00
ITEM 2	DESCRIPTION	ROLLS	ROLLS	ROLLS	ROLLS
	SIZE	24"x36"	24"x36"	24"x36"	24"x36"
	ESTIMATED NUMBER OF ROLLS	625	625	625	625
	UNIT COST PER ROLL	\$10.00	\$16.00	\$20.00	\$42.85
	EXTENDED COST	\$6,250.00	\$10,000.00	\$12,500.00	\$26,781.25
	TOTAL BASE BID	\$104,000.00	\$141,750.00	\$310,000.00	\$340,992.25
	Required Forms Submitted:	YES	YES	YES	YES
	Responsive & Responsible Bidder:	YES	YES	YES	YES
		FIS	INSTREAM LLC		
ITEM 1	DESCRIPTION	ASSORTED DOCUMENTS	ASSORTED DOCUMENTS		
	SIZE	RANGING IN SIZE UP TO 24"x36"	RANGING IN SIZE UP TO 24"x36"		
	ESTIMATED NUMBER OF BOXES	850	850		
	UNIT COST PER BOX	\$	\$		
	EXTENDED COST	\$	\$		
ITEM 2	DESCRIPTION	ROLLS	ROLLS		
	SIZE	24"x36"	24"x36"		
	ESTIMATED NUMBER OF ROLLS	625	625		
	UNIT COST PER ROLL	\$	\$		
	EXTENDED COST	\$	\$		
	TOTAL BASE BID	N/A	N/A		
	Required Forms Submitted:	NO	NO		
	Responsive & Responsible Bidder:	NO	NO		
	COMMENTS	DID NOT ACKNOWLEDGE ADDENDUM #2 AND SUBMITTED INCORRECT BID FORM	DID NOT ACKNOWLEDGE ADDENDUM #2 AND SUBMITTED INCORRECT BID FORM		
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					

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 – Listing of Subcontractors
- ☒ Form 7.10 – Local Business Affidavit of Eligibility
- ☒ 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: Advanced Data Solutions, Inc.
Name of Business

Authorized Signature
02/05/2020
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):

Advanced Data Solutions, Inc

NAME OF BUSINESS

AUTHORIZED SIGNATURE

John Civalo, Vice President of Sales

NAME, TITLE, TYPED

59-3565568

FEDERAL IDENTIFICATION #

STATE OF Florida

COUNTY OF

Pinellas

141 Scarlet Blvd. Suite A

MAILING ADDRESS

Oldsmar, FL 34677

CITY, STATE & ZIP CODE

813-855-3545

TELEPHONE NUMBER / FAX NUMBER

jcivalo@adsus.net

E-MAIL ADDRESS

The foregoing instrument was acknowledged before me this day of 5th, February, 2020 by John Civalo, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires: August 18, 2023

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: 01/20/2020 Addendum # _____ Date: _____

Addendum # 2 Date: 02/04/2020 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."

Advanced Data Solutions, Inc.

Name of Business

By: 

Printed Name: John Civalo

Title: Vice President of Sales

STATE OF Florida
COUNTY OF Duval

Sworn to (or affirmed) and subscribed before me this 5th day of February, 2020 by
John Civalo as Vice President of Sales of
(NAME) (TITLE)

Advanced Data Solutions and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

☐ is personally known to me; or

☒ has produced FL DL as identification.


Notary Public, State of Florida

Printed, signed 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.

Advanced Data Solutions, Inc.

Name of Business

By: 

Printed Name: John Civalo

Title: Vice President of Sales

STATE OF Florida
COUNTY OF Duval

Sworn to (or affirmed) and subscribed before me this 5th day of February, 2020 by
John Civalo as Vice President of Sales of
Advanced Data Solutions Inc. and who:
(NAME) (TITLE)
(NAME OF ORGANIZATION)

[Notary: Please select one]

☐ is personally known to me; or

☒ has produced FL DL as identification


Notary Public, State of Florida

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:



FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
(To be signed in the presence of notary public or other officer authorized to administer oaths.)

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

1. The business address of Advanced Data Solutions, Inc (name of Offeror or business) is _____.
2. My relationship to Vice President of Sales (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.)

STATE OF Florida
COUNTY OF Duval

Advanced Data Solutions, Inc.
Name of Business
By: _____
Printed Name: John Civalé
Title: Vice President of Sales

Sworn to (or affirmed) and subscribed before me this 5th day of February, 2020 by John Civalé as Vice President of Sales of Advanced Data Solutions Inc. and who:

[Notary: Please select one]

☐ is personally known to me; or
☒ has produced FL 02 _____ as identification.



This document must be completed and returned with your Summary of Findings, typed or stamped name, commission and expiration:

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.

F.E.I.N. NUMBER: 59-3565568

NO BID (REASON): _____

Page 57 of 77

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. Advanced Data Solutions, Inc
- B. Permanent main office address. 141 Scarlet Blvd. Ste A Oldsmar, FL 34677
- C. Date organized. 1999
- 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? 21 Years
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) See attached
- G. General character of work performed by your company. See attached
- H. Have you ever failed to complete any work awarded to you? If so, where and why? No
- I. Have you ever defaulted on a contract? If so, where and why? No
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed. See attached
- K. List your major equipment currently owned or leased. Owned
- 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: \$ 500K - 1M
- O. Give bank reference: Bank of America
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Yes
- Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Vendor's Qualifications.

Advanced Data Solutions, Inc.

Name of Business

By: 

Printed Name: John Civalo

Title: Vice President of Sales

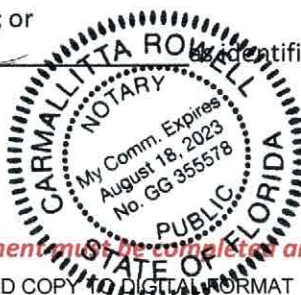
STATE OF Florida
COUNTY OF Duval

Sworn to (or affirmed) and subscribed before me this 5th day of February, 2020, by John Civalo as Vice President of Sales of Advanced Data Solutions, Inc and who:

[Notary: Please select one]

☐ is personally known to me; or

☒ has produced FL DL 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 7.8 – 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 Orlando
Contact Person: Monib Moussa
City, State: Orlando, FL
Telephone Number: 407.246.3293
Email Address: monib.shihata@cityoforlando.net
Description of goods or
Services provided: Scanning building plans for the Permitting Division
Contract Amount: 50-75K
Start/End Date of Contract: 1/10/2020 - 01/24
2. Company Name: Orange County
Contact Person: Christine Guliza
City, State: Orlando, FL
Telephone Number: 407.836.0958
Email Address: christine.guliziz@ocfl.net
Description of goods or
Services provided: Scanning building plans for the Permitting Division
Contract Amount: 100K
Start/End Date of Contract: 2019 - 2022
3. Company Name: Collier County
Contact Person: Jeff Dunham
City, State: Naples, FL
Telephone Number: 239.252.4266
Email Address: jef.dunham@colliercountyfl.gov
Description of goods or
Services provided: Scanning building plans for the Permitting Division
Contract Amount: 500K
Start/End Date of Contract: 8/2019 - 2021

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 **Hard Copy Scanning 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	Richard Donoto	954.964.0000	yes	8 years	Scanning Services of Legal Files
2	Donna Tobin	239.228.4151	yes	10 years	Scanning Services of Legal Files
3	Sheri Napolitano	813.831.9330	yes	5 years	Scanning Services of Mortgage Files

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 approval from the City of Port Orange Community Development Department Head, other Department Head or City Clerk. Vendor shall attach additional sheets as necessary.

Subcontractor No. 1

Name: _____ None ADS will not use subcontractors to perform any portion of this ITB# 19-30

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 2

Name: _____ None

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 3

Name: _____ None

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name: _____ None

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: _____ None

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 # 19-30 RebidBUSINESS NAME: Advanced Data Solutions, Inc.CONTACT PERSON/TITLE: Melody Engle PresidentMAILING ADDRESS: 141 Scarlet Blvd. Ste ACITY-STATE-ZIP: Oldsmar, FL 34677Length of Time at Address Provided: 16 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): 59-3565568BUSINESS STRUCTURE: ☒ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship☐ Other (Specify): _____PHONE NUMBER: 813.855.3545

FAX: _____

EMAIL: mengle@adsus.net**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 John Civalo 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 15th DAY OF February, 2020My Commission Expires: August 18, 2023

02/05/2020

SIGNATURE OF AFFIANT DATE

John Civalo, Vice President of Sales

PRINTED NAME OF AFFIANT / TITLE

Advanced Data Solutions, Inc.

COMPANY

This document must be completed and returned with your Submittal

NOTARY SEAL





"ATTACHMENT 1" SCHEDULE OF UNIT PRICING
BID FORM

CITY OF PORT ORANGE
REVISED ITB # 19-30 REBID

SCANNING HARD COPY TO DIGITAL FORMAT

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. Enter Unit Price in Column E. Column F will be automatically calculated.

NAME OF BUSINESS:

Advanced Data Solutions, Inc

CONTACT PERSON:

John Civalie

EMAIL ADDRESS:

jcivale@adsus.net

AUTHORIZED

SIGNATURE:

ITEM	DESCRIPTION	SIZE	ESTIMATED NUMBER OF BOXES	UNIT COST PER BOX	EXTENDED COST
1	ASSORTED DOCUMENTS	RANGING IN SIZE UP TO 24"X36"	850	\$115.00	\$97750.00
2	ROLLS	24"x36"	625	\$10.00	\$6250.00
				TOTAL BASE BID	\$104000.00

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

2019 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P99000027036

Entity Name: ADVANCED DATA SOLUTIONS, INC.

Current Principal Place of Business:

141 SCARLET BLVD
SUITE A
OLDSMAR, FL 34677

Current Mailing Address:

PO BOX 248
OLDSMAR, FL 34677 US

FEI Number: 59-3565568

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

ENGLE, MELODY S
700 LANSDEN COURT
TARPON SPRINGS, FL 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 D
Name ENGLE, MELODY S
Address 700 LANSDEN COURT
City-State-Zip: TARPON SPRINGS FL

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: MELODY S ENGLE

PRESIDENT

03/21/2019

Electronic Signature of Signing Officer/Director Detail

Date



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 3/17/2020

Consent item: Yes

SUBJECT: (B7c) Approval of the Memorandum of Understanding (MOU) with National Association of Government Employees (NAGE)

DEPARTMENT: Administrative Services

GOAL:

RECOMMENDED MOTION: Move to approve the Memorandum of Understanding with the National Association of Government Employees (NAGE) which amends Article 15, Hours of Work and Overtime.

SUMMARY: Article 40 of the current Police Benevolent Association (PBA) collective bargaining agreement (CBA) outlines the parameters and requirements of Voluntary Special Event Work, commonly referred to as third party or outside details.

The CSOs will be provided instruction from the State curriculum on traffic control operations by our Traffic Unit personnel before being eligible to direct traffic.

Historically, the Police Department, for some traffic related details, has utilized employees in the position of Community Service Officers (CSO). These details cover events such as Bike Week traffic details, 5K-10K-1/2 marathon events, and any other events that require significant traffic control details and may occur throughout the year. CSO employees are only utilize if a Police Officer declines to volunteer for the assignment.

The current NAGE agreement, which represents the CSO, does not reference this outside detail. For consistency and clarity of operations, staff is requesting to enter into an MOU with NAGE outlining that CSO positions are eligible to perform these details.

Project No.: Funding Account No.:

Presenter: Thomas Grimaldi, Jamie Miller

ATTACHMENTS:

1.	MOU - NAGE - Special Detail PD	MOU - NAGE - Special Detail PD.pdf
----	--------------------------------	------------------------------------

Jamie Miller
Jamie Miller
Thomas Grimaldi

Created/Initiated - 2/27/2020
Approved - 2/27/2020
Approved - 3/2/2020

Matthew Jones
Jake Johansson
Robin Fenwick

Approved - 3/4/2020
Approved - 3/6/2020
Final Approval - 3/6/2020

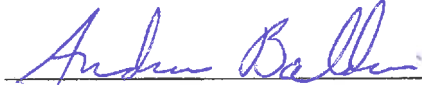
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF PORT ORANGE
AND THE
NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES LOCAL 5000
PERC CERTIFICATION #1904

1. Separate and apart from contract negotiations, the NAGE Local #5000 ("Union") and the City of Port Orange ("City") hereby agree to modify the following provisions of the 2019-2022 collective bargaining agreement ("Agreement").
2. Prior to the negotiations of a successor Agreement, this Memorandum of Understanding ("MOU") between the City and the Union shall provide clarification on Article 15, Hours of Work and Overtime that employees in the job profile of Community Service Officers working in the Police Department are eligible to receive Special Detail at the applicable rate of pay and all other established parameters. Special Detail is defined as voluntary, special event work performed for a second-party employer, other than work performed for City-sponsored events, that is paid by the second-party employer to the City and the City, in turn, pays these second party wages to the Community Service Officers. These details will only be awarded to CSOs if a Sworn Officer has failed to volunteer for the detail.
3. Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.
4. The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.
5. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
6. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Florida. The courts of the State of Florida shall have jurisdiction over any action arising out of this MOU and over the parties.

7. This MOU, consisting of two (2) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

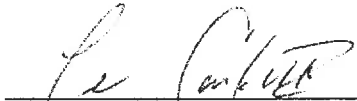
This MOU shall not become effective until signed by both parties and ratified by the Union members and City Council.

NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES LOCAL 5000:



NAGE President

Date: 3/2/2020



NAGE Authority/Representative

Date: 2-28-2020

CITY OF PORT ORANGE, FLORIDA

M. H. Johansson, City Manager

Date: _____

Donald O Burnette, Mayor

Date: _____

Attest:

Robin Fenwick, City Clerk

Ratified on the _____ day of _____, _____.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 3/17/2020

Consent item: Yes

SUBJECT: (B7d) Approval of Memorandum of Understanding (MOU) with the International Association of Fire Fighters (IAFF)

DEPARTMENT: Administrative Services

GOAL:

RECOMMENDED MOTION: Move to approve the Memorandum of Understanding with the International Association of Fire Fighters which amends Article 21, Wages.

SUMMARY: The current IAFF contract (Article 21 - Wages) provides for performance evaluations on or before an employee's anniversary date with the City. The current form is completed via paper hard copy.

In December 2019, the City went live on Workday, the new ERP system. One of the functionalities of Workday allows staff to complete performance evaluations electronically within the system.

In preparation for the new ERP system, in 2018, a Process Improvement Team was pulled together representing each Department within the City to discuss the purpose of evaluations and to examine the process the City utilizes.

One of decisions that came out of this team, which was reviewed by Department Heads and the Unions, was to convert the organization to a system where all evaluations are completed on employees at the same time through a comprehensive organization wide process.

For clarity in process, staff would request to enter into an MOU with IAFF to amend the language to reflect evaluations will be processed annually as opposed to on an employee's anniversary.

Project No.: Funding Account No.:

Presenter: Jamie Miller

ATTACHMENTS:

1.	MOU- IAFF- Evaluation Annual	MOU- IAFF- Evaluation Annual.pdf
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Jamie Miller	Created/Initiated - 2/27/2020
Jamie Miller	Approved - 3/4/2020
Matthew Jones	Approved - 3/4/2020
Jake Johansson	Approved - 3/6/2020
Robin Fenwick	Final Approval - 3/6/2020

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF PORT ORANGE
AND THE
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS Local #3118
PERC CERTIFICATION #777

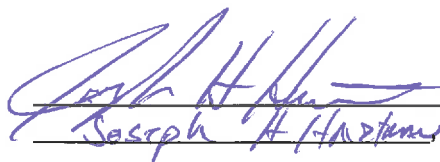
This Memorandum of Understanding ("MOU") is entered into, separate and apart from contract negotiations, between International Association of Firefighters Local #3118 – PERC Certification #777 ("Association") and the City of Port Orange ("City") herein collectively referred to as the "parties," to modify the provision of the 2017-2020 collective bargaining agreement ("Agreement") as follows:

1. Prior to the negotiation of a successor Agreement, this MOU between the City and the Association shall serve to change the timing of employee performance evaluations from employees' anniversary dates to annually.
2. Upon execution by the parties, this MOU shall amend Article 21 of the Agreement as delineated below.
3. For purposes of this MOU, words with underlined (underlined) type shall constitute additions to the original text of the Agreement and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text of the Agreement.
4. By executing this MOU, it is understood and agreed by the parties that Paragraph 21.6 of the Agreement is hereby amended to read as follows:

21.6 Bargaining unit employees shall receive a performance evaluation ~~on or before their employment anniversary date~~ annually with the City. An employee who receives an "unsatisfactory" performance rating will be re-evaluated at the end of three (3) months. Failure to receive a "satisfactory" performance rating after the re-evaluation period will result in disciplinary action, up to and including termination. Any employee with an "unsatisfactory" rating on their last performance evaluation will not be eligible for a salary adjustment on the next October 1st, if one is granted by the City Council.

This MOU shall become effective upon ratification by the Union members, approval by the City, and execution by both parties.

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS Local #3118 PERC CERTIFICATION
#777:



Joseph A. Hartman Unit Representative

Date: 2-24-2020

CITY OF PORT ORANGE, FLORIDA

Don Burnette, Mayor

Date:_____

Attest:

Robin Fenwick, City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 3/17/2020

Consent item: Yes

SUBJECT: (B8) Resolution No. 20-7 - Florida Inland Navigation District Grant Application- Design of Water Related Features for South Portion of Riverwalk Park

DEPARTMENT: Community Development

GOAL: 2 - Infrastructure
3 - Quality of Life

RECOMMENDED MOTION: Move to approve Resolution No. 20-7, Florida Inland Navigation District Grant Application- Design of Water Related Features for South Portion of Riverwalk Park; to authorize the City Manager to execute the application; to authorize the Mayor and City Clerk to execute the FIND Grant Agreement and other required documents consistent with this agenda item.

SUMMARY: The Grants Manager requests permission to apply for a Florida Inland Navigation District (FIND) Waterway Assistance Program Grant. Funds will be utilized for the design of water related features for the South portion of Riverwalk Park. The City will be requesting \$100,000 from Florida Inland Navigation District. The City's required \$100,000 match will be requested in the FY 21-26 Capital Improvement Program.

The southern portion of Riverwalk Park is proposed to be designed as two separate components to maximize grant funding. The two components are the water related features which are eligible for FIND grant funding and the hardscape/trail and other upland features which are eligible for ECHO grant funding (see Exhibit 1 - Location Map). FIND funding is available for both design and construction costs, while ECHO grant funding is only available for construction costs. The design of the hardscape/trail component, which is budgeted this fiscal year, is anticipated to begin this spring and be complete by December to meet the ECHO grant application deadline. The design of the water related features is anticipated to begin in October or November if the FIND grant is awarded in September. Staff anticipates applying for a separate FIND grant next March to aid in construction funding of the water related features. A full description and timeline of funding, design and construction will be requested in the FY 21-26 Capital Improvement Program.

Project No.: Funding Account No.:

Presenter: Tim Burman, Margaret Tomlinson

ATTACHMENTS:

1.	Resolution No. 20-7	Reso No 20-7 FIND.pdf
2.	WAP Application Part 1 2020	WAP Application Part 1 2020.pdf

3.	WAP Application Part 2 2020	WAP Application Part 2 2020.pdf
4.	Exhibit 1 - Riverwalk Park Concept and Plan Location Map	Exhibit 1 - Riverwalk Park Concept and Plan Location Map.pdf
5.	Attorneys Certification of Title FIND Form ATTACHMENT E-8 (4)	Attorneys Certification of Title FIND Form ATTACHMENT E-8 (4).pdf

Amanda Lasecki	Created/Initiated - 2/17/2020
Tim Burman	Approved - 2/24/2020
Margaret Tomlinson	Approved - 2/26/2020
Scott Neils	Approved - 2/27/2020
Matthew Jones	Approved - 3/9/2020
Jake Johansson	Approved - 3/10/2020
Robin Fenwick	Final Approval - 3/10/2020

RESOLUTION NO. 20-7

**ATTACHMENT E-7
RESOLUTION FOR ASSISTANCE 2020
UNDER THE FLORIDA INLAND NAVIGATION
DISTRICT WATERWAYS ASSISTANCE PROGRAM**

WHEREAS, THE CITY OF PORT ORANGE is interested in carrying out the following described project for the enjoyment of the citizenry of City of Port Orange, Volusia County and the State of Florida:

Project Title: Design of Water Related Features for the South Portion of Riverwalk Park
Total Estimated Cost: \$200,000.00

Brief Description of Project: Funds will be utilized to complete a design of the water related features for the South Portion of Riverwalk Park.

AND, Florida Inland Navigation District financial assistance is required for the program mentioned above.

NOW THEREFORE, be it resolved by the City of Port Orange that the project described above be authorized.

AND, be it further resolved that said City of Port Orange make application to the Florida Inland Navigation District in the amount of 50 % of the actual cost of the project in behalf of said City of Port Orange

AND, be it further resolved by the City of Port Orange that it certifies to the following:

1. That it will accept the terms and conditions set forth in FIND Rule 66B-2 F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.
2. That it is in complete accord with the attached proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications

attached thereto unless prior approval for any change has been received from the District.

3. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said City of Port Orange for public use.

4. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P. L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by persons with disabilities as well as other federal, state and local laws, rules and requirements.

5. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.

6. That it will make available to FIND if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND.

This is to certify that the foregoing is a true and correct copy of a resolution duly and legally adopted by the City of Port Orange at a legal meeting held on this ___ day of March 2020.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney



FLORIDA INLAND NAVIGATION DISTRICT

To: Local Governments
From: Janet Zimmerman, Assistant Executive Director
Subject: 2020 Waterways Assistance Program
Date: December 17, 2019

Attached is an application package for the District's 2020 Waterways Assistance Program (WAP). The WAP application can also be downloaded from our website: www.AICW.org Through WAP over the past 34 years, the District has provided a total of over \$245 million in funding assistance to local governments within our District to perform waterways improvement projects.

Project types eligible for funding include public navigation, public waterway access facilities, waterfront parks, environmental education and boating safety projects directly related to the waterways. The District also provides grants for land acquisition which include opportunities for waterway access. Generally, ineligible costs include project maintenance, landscaping, in-house staff and reoccurring fees. Please see the program rules for more details on project eligibility. The funding level of this year's program will be determined in July based upon the availability of funding to the District and the quality and number of applications received.

Applications are due in the District office by 4:30 PM, March 27, 2020. Your application must be discussed with your local FIND Commissioner prior to March 6, 2020. The application must be initialed by the Commissioner prior to submission to the District office on March 27, 2020. Please see the application package for the complete program schedule and the name and address of your Commissioner.

An electronic copy (pdf) may be emailed to JZimmerman@aicw.org. or a completed hardcopy of the application may be delivered to: FIND, 1314 Marcinski Rd., Jupiter, FL 33477. Application must be received by the deadline, no exceptions. Only the requested information should be submitted. It is VERY important that the application forms remain in the same 8.5 x 11", paginated format, and the forms must be presented in the order listed on the application checklist. Applications that do not follow the program directions, rules, or the application format may be rejected.

Please review the application checklist and be sure you can provide all of the required items. If you cannot provide ALL of the items on the application checklist, please contact staff immediately for advice on the potential resolution of a required item. Any application failing to include the required application items (with the exception of environmental resource permits & exemptions) will be eliminated from consideration on May 22, 2020. There is no waiver or exception available for this deadline. Solving questions or problems prior to the preparation and submission of your application will save us both time and effort and result in a more successful application.

COMMISSIONERS

DON DONALDSON
CHAIR
ST. LUCIE COUNTY

J. CARL BLOW
VICE-CHAIR
ST. JOHNS COUNTY

JON NETTS
TREASURER
FLAGLER COUNTY

FRANK GERNERT
SECRETARY
BROWARD COUNTY

T. SPENCER CROWLEY, III
MIAMI-DADE COUNTY

DONALD J. CUOZZO
MARTIN COUNTY

CHARLES C. ISIMINGER
PALM BEACH COUNTY

SUSANNE McCABE
VOLUSIA COUNTY

MICHAEL O'STEEN
DUVAL COUNTY

JERRY H. SANSOM
BREVARD COUNTY

LYNN A. WILLIAMS
NASSAU COUNTY

VACANT
INDIAN RIVER COUNTY

MARK T. CROSLEY
EXECUTIVE DIRECTOR

JANET ZIMMERMAN
ASSISTANT EXECUTIVE
DIRECTOR

FY 2020-2021

WATERWAYS ASSISTANCE

PROGRAM

APPLICATION PACKAGE

Part 1: Attachments A through D

TABLE OF CONTENTS
FY 2020 - 2021
WATERWAYS ASSISTANCE PROGRAM APPLICATION

Part 1.

ATTACHMENT A	PROGRAM SCHEDULE
ATTACHMENT B	COMMISSIONERS LISTING
ATTACHMENT C	PROJECT PRIORITY LIST
ATTACHMENT D	PROGRAM RULES

Part 2.

ATTACHMENT E	PROGRAM APPLICATION/TIPS SHEET (1 PAGE)
E-1.	APPLICATION CHECK LIST (2 PAGES)
E-2.	APPLICANT INFORMATION/PROJECT SUMMARY
E-3.	PROJECT INFORMATION
E-4.	APPLICATION AND EVALUATION WORKSHEET (20 PAGES)
E-5.	COST ESTIMATE FORM
E-6.	PROJECT TIMELINE
E-7.	RESOLUTION (2 PAGES)
E-8.	ATTORNEYS CERTIFICATION OF TITLE
E-9.	REQUIRED MAPS
	County/City Map of project location
	Site plan map

ATTACHMENT A
FY 2020
WATERWAYS ASSISTANCE PROGRAM
SCHEDULE

January 2020 Availability of application packages.

Prior to March 6, 2020 Applicants schedule review of proposed projects with local FIND Commissioner, required before submission to the District office.

March 27, 2020 Application due in the District office by 4:30 PM (No Exceptions)
--

May 22, 2020 Application requirements must be completed or application will be eliminated from further consideration.

June 19 & 20,
2020 Applicants make a 10-minute presentation of application to FIND Board. Meeting held in Brevard County.

July 17, 2020 FIND Board reviews additional requested information and the Commissioners will complete the Application's Rating & Evaluation Form. Board makes final funding decisions on remaining eligible applications (subject to budget process).

Sept. 15, 2020 All remaining permits due.

October 2020 Grant awards are announced. Funded applicants execute project agreement. Project funds become available, project initiates, timeline begins.

ATTACHMENT B
2019-2020 BOARD OF COMMISSIONERS -

NASSAU COUNTY Mr. Lynn Williams P.O. Box 15153 Fernandina Beach, FL 32034 Ph# (847) 4922-1598 LWilliams@aicw.org	DUVAL COUNTY Mr. Michael O'Steen c/o PARC Group 4314 Pablo Oaks Court Jacksonville, FL 32224 Office Ph# (904) 992-9750 MOsteen@aicw.org
ST. JOHNS COUNTY Mr. Carl Blow 100 Santa Monica Avenue St. Augustine, FL 32080-5417 Ph# (904) 710-2655 JCBlow@aicw.org	FLAGLER COUNTY Mr. Jon Netts 17 Flintstone Court Palm Coast, FL 32137-8307 Ph# (386) 445-2121 JNetts@aicw.org
VOLUSIA COUNTY Ms. Susanne McCabe 6080 Shallow Brook Court Port Orange, FL 32128-7147 Ph # (386) 295-9965 SMccabe@aicw.org	BREVARD COUNTY Mr. Jerry H. Sansom P.O. Box 98 Cocoa, FL 32923-0098 Ph# (321) 777-8130 jerryhsansom@aol.com
INDIAN RIVER COUNTY Vacant Please contact Janet Zimmerman @ FIND Ph# (561) 627-3386 jzimmerman@aicw.org	ST. LUCIE COUNTY Mr. Don Donaldson 138 Commonwealth Court Fort Pierce, FL 34949 Ph# (772) 260-1969 DDonaldson@aicw.org
MARTIN COUNTY Mr. Donald J. Cuzzo Cuzzo Design Group 926 SE 5TH Street Stuart, FL 34994 Ph # (772) 485-1600 dcuzzo@cdgplan.com	PALM BEACH COUNTY Mr. Charles Isiminger c/o Isiminger & Stubbs Engineering, Inc. 649 U.S. Highway 1, Suite 9 North Palm Beach, FL 33408-4616 Ph# (561) 881-0003 cisiminger@coastal-engineers.com
BROWARD COUNTY Mr. Frank Gernert Florida General Enterprises, LLC. 1109 Avocado Isle Fort Lauderdale, FL 33315 Ph # (954) 649-5200 FGernert@aicw.org	MIAMI-DADE COUNTY Mr. Spencer Crowley, III c/o Akerman LLP 98 SE 7 Street, Suite 1100 Miami, FL 33131 Ph# (305) 374-5600 spencer.crowley@akerman.com

ATTACHMENT C
2020 ASSISTANCE PROGRAM PROJECT PRIORITY LIST

<u>PRIORITY</u>	PROJECT CATEGORY	MAX POINTS AVAILABLE (Question #1)	Highest Potential Score
1.	Public navigation channel dredging.	8	50
2.	Public navigation aids & markers.	8	50
3.	Inlet management projects that are a benefit to public navigation in the District.	7	49
4.	Public shoreline stabilization directly benefiting the District's waterway channels. (ICW or OWW)	7	49
5.	Acquisition and development of publicly owned spoil disposal sites & public commercial/industrial waterway access	6	48
6.	Waterway signs & buoys for safety, regulation or information.	6	48
7.	Acquisition, dredging, shoreline stabilization and development of public boat ramps and launching facilities;	5	47
8.	Acquisition, dredging, shoreline stabilization and development of public boat docking and mooring facilities;	5	47
9.	Derelict vessel removal	4	46
10.	Waterway related environmental education programs & facilities	4	46
11.	Public fishing & viewing piers	3	45
12.	Public waterfront parks and boardwalks and associated improvements	3	45
13.	Maritime Management Planning	3	44
14.	Waterway boating safety programs & equipment	2	44
15.	Beach renourishment on beaches adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project	2	43
16.	Environmental restoration, enhancement or mitigation projects	2	43
17.	Other waterway related projects.	1	42

NOTE: Projects qualifying for Emergency Re-Construction status may have an additional 3 points available to the potential score.

CHAPTER 66B-2
WATERWAYS ASSISTANCE PROGRAM (2020)

66B-2.001	Purpose
66B-2.002	Forms
66B-2.003	Definitions
66B-2.004	Policy
66B-2.005	Funds Allocation
66B-2.006	Application Process
66B-2.0061	Emergency Applications
66B-2.008	Project Eligibility
66B-2.009	Project Administration
66B-2.011	Reimbursement
66B-2.012	Accountability
66B-2.013	Acknowledgement
66B-2.014	Small-Scale Spoil Island Restoration and Enhancement Projects
66B-2.015	Small-Scale Derelict Vessel Removal Projects
66B-2.016	Waterways Cleanup Events

66B-2.001 Purpose.

Recognizing the importance and benefits of inland navigation channels and waterways, as well as noting problems associated with the construction, continued maintenance and use of these waterways, the Florida Legislature created Section 374.976, F.S. This law authorizes and empowers each inland navigation district to undertake programs intended to alleviate the problems associated with its waterways. The purpose of this rule is to set forth the District's policy and procedures for the implementation of an assistance program under Section 374.976, F.S., for local governments, member counties and navigation related districts within the District. This program will be known hereafter as the Florida Inland Navigation District's Waterways Assistance Program.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 12-17-90, Formerly 16T-2.001.

66B-2.002 Forms.

All forms for the administration of this program are available from the District office located at 1314 Marcinski Road, Jupiter, Florida 33477.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 12-17-90, Formerly 16T-2.002.

66B-2.003 Definitions.

The basic terms utilized in this rule are defined as follows:

- (1) "APPLICANT" means an eligible governmental agency submitting an application through this program.
- (2) "APPLICATION" means a project proposal with the required documentation.
- (3) "AUTHORIZED SUBMISSION PERIOD" means the established period for submitting applications to the District.
- (4) "BEACH RENOURISHMENT" means the placement of sand on a beach for the nourishment, renourishment or restoration of a beach.
- (5) "BOARD" means the Board of Commissioners of the Florida Inland Navigation District.
- (6) "DISTRICT" means the Florida Inland Navigation District (FIND).
- (7) "ELIGIBLE GOVERNMENTAL AGENCY" means member counties, local governments and navigation related districts within the taxing boundaries of the District.
- (8) "ENVIRONMENTAL PERMITS" means those permits, proprietary authorizations, exemptions, or general permits for construction below mean high water line of a navigable waterway required and issued by or on behalf of the U.S. Army Corps of Engineers, the Florida Department of Environmental Protection, and the South Florida or the St. Johns River Water Management Districts or their successors.
- (9) "EXECUTIVE DIRECTOR" means the Executive Director of the Florida Inland Navigation District.

(10) "LIAISON AGENT" means the contact person officially designated to act on behalf of the applicant or the project sponsor.

(11) "LOCAL GOVERNMENTS" means municipalities, cities, or consolidated county governments, which are located within the member counties.

(12) "MARITIME MANAGEMENT PLAN" means a written plan containing a systematic arrangement of elements specifically formulated to identify, evaluate and promote the benefits of eligible waterway accessibility and enjoyment, with consideration and respect to the physical, environmental and economic parameters of the planning area.

(13) "MATCHING FUNDS" means those funds provided by the local sponsor to the project.

(14) "MEMBER COUNTY" means a county located within the taxing boundaries of the District which includes Nassau, Duval, St. Johns, Flagler, Volusia, Brevard, Indian River, St. Lucie, Martin, Palm Beach, Broward and Miami-Dade Counties.

(15) "NAVIGATION RELATED DISTRICTS" means port authorities, inlet districts or any other agency having legally authorized navigation related duties in waterways of the District.

(16) "PRE-AGREEMENT COSTS" means project costs approved by the District Board which have occurred prior to the execution of the project agreement.

(17) "PROGRAM" means the Florida Inland Navigation District Waterways Assistance Program.

(18) "PROGRAM FUNDS" means financial assistance awarded by the Board to a project for release to the project sponsor pursuant to the terms of the project agreement.

(19) "PROJECT" means a planned undertaking consisting of eligible program facilities, improvements or expenses for the use and benefit of the general public.

(20) "PROJECT AGREEMENT" means an executed contract between the District and a project sponsor setting forth mutual obligations regarding an approved project.

(21) "PROJECT MAINTENANCE" means any usual action, activity, expense, replacement, adjustment or repair taken to retain a project or grant item in a serviceable, operational or normal condition, or the routine efforts and expenses necessary to restore it to serviceable or normal condition, including the routine recurring work required to keep the project or grant item in such condition that it may be continuously used at its original or designed capacity and efficiency for its intended purpose.

(22) "PROJECT MANAGER" means the District employee who is responsible for monitoring the performance of the Project and compliance with the project agreement.

(23) "PROJECT PERIOD" means the approved time during which costs may be incurred and charged to the funded project.

(24) "PROJECT SPONSOR" means an eligible governmental agency receiving program funds pursuant to an approved application.

(25) "PUBLIC BUILDING" means a building or facility on government owned property that is owned or operated by a governmental entity, or operated by a third party operator. The building or facility must provide waterway related information, public meeting space, or educational services and be open to members of the public on a continual basis without discrimination.

(26) "PUBLIC MARINA" means a harbor complex used primarily for recreational boat mooring or storage, the services of which are open to the general public on a first come, first served basis without any qualifying requirements such as club membership, stock ownership, or differential in price.

(27) "PUBLICLY OWNED COMMERCIAL OR INDUSTRIAL WATERWAY ACCESS" means any publicly owned area specifically designed to be used for staging, launching, or off-loading by commercial or industrial waterway users on a first come, first served, short-term basis, to gain entry to or from the District's waterways to serve the infrastructure needs of the District's waterway users.

~~(28) "TRIM HEARING" means a public hearing required by Chapter 200, F.S., concerning the tax and budget of the District.~~

~~(29)~~ (28) "WATERWAYS" means the Atlantic Intracoastal Waterway, the Okeechobee Waterway, the Barge Canal in Brevard County west of the Port Canaveral Locks, those portions of the Dania Cut-Off Canal and the Hillsboro Canal east of the water control structures, all navigable natural rivers, bays, creeks or lagoons intersected by said waterways and all navigable natural creeks, rivers, bays or lagoons entering or extending from said waterways.

~~(30)~~ (29) "WATERWAY RELATED ENVIRONMENTAL EDUCATION" means an interdisciplinary holistic process by which the learner: develops an awareness of the natural and manmade environments of waterways; develops knowledge about how the environment of the waterways works; acquires knowledge about the technological, social, cultural, political, and economic relationships occurring in waterway related environmental issues; and, becomes motivated to apply action strategies to maintain balance between quality of life and quality of the environment of waterways.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Amended 9-2-92, 2-6-97, Formerly 16T-2.003, Amended 5-17-98, 3-21-01, 3-20-03, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11.

66B-2.004 Policy.

The following constitutes the policy of the District regarding the administration of the program:

(1) Financial Assistance Eligibility: Financial assistance, support and cooperation may be provided to eligible governmental agencies for approved projects as follows:

(a) Member counties may be provided financial assistance, support or cooperation in planning, acquisition, development, construction, reconstruction, extension, improvement, operation or the maintenance of public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, maritime management plans, and boating safety projects directly related to the waterways.

(b) Eligible local governments may also be provided financial assistance, support and cooperation in planning and carrying out public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, and boating safety projects directly related to the waterways.

(c) Navigation related districts may be provided with financial assistance to pay part of the costs of the planning and acquisition of dredge material management sites if the Board finds that the site is required for the long-range maintenance of the Atlantic Intracoastal Waterway channel. All such sites must meet the development and operational criteria established by the District through a long-range dredge material management plan for that county. Navigation related districts may also be provided with assistance for waterway related access projects, environmental mitigation projects associated with waterway improvement related activities, and inlet management projects if the Board finds that the project benefits public navigation in the Atlantic Intracoastal Waterway. All navigation related districts shall contribute at least equal matching funds to any District financial assistance provided. Seaports may also be furnished assistance and support in planning and carrying out environmental mitigation projects. All seaport projects shall benefit publicly maintained channels and harbors. Each seaport shall contribute matching funds for funded projects.

(d) Eligible projects shall include the acquisition and development of public boat ramps and launching facilities, including those in man-made, navigable waterways contiguous to “waterways” as defined in Rule 66B-2.003, F.A.C.

(2) Notification: The District will notify by direct mail, email and/or advertised public notice all eligible governmental agencies of the program and the upcoming authorized submission period.

(3) Project Approval: Approval of projects by the District shall be in accordance with these rules.

(4) Project Accessibility: Facilities or programs funded in whole or in part by program funds shall be made available to the general public of all of the member counties on a non-exclusive basis without regard to race, color, religion, age, sex or similar condition. Additionally, facilities funded in whole or in part by program funds, shall not require a paid membership for the general public of all of the member counties as a condition to use the facilities. User or entrance fees may be charged for the use of facilities funded in whole or in part by program funds, however such fees shall be reasonable and shall be the same for the general public of all of the member counties.

(5) Waterway Impacts: All development projects must be designed so as not to impact navigation along the District’s waterways through the placement of structures, attendant uses, or the necessity of a boating speed zone for safety purposes. Before applying for boating speed zone designation in District waterways because of a project funded by this program, the sponsor shall first receive approval from the Board. The Board will use the criteria found in Section 327.46(1), F.S., in determining whether to approve the proposed boating speed zone.

(6) Project Maintenance: The project sponsor shall be responsible for the operation, maintenance, and management of the project for the anticipated life of the project and shall be responsible for all expenses required for such purposes. The project shall be maintained in accordance with the standards of maintenance for other similar local facilities and in accordance with applicable health standards. Project facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The project sponsor shall have full legal authority and financial ability to operate and maintain the project facilities.

(7) Education Facilities and Programs: Waterways related environmental education facilities and programs sponsored by the District shall occur at specially designated environmental education facilities located adjacent and contiguous to the waterways. It is the District’s intent to consolidate its environmental education efforts in the least number of facilities within an area that will adequately serve the education needs of that area of the District.

(8) Public Information Availability: Public information produced with assistance from this program shall not be copyrighted and shall be provided free of cost, except for the cost of reproduction, to the public.

(9) Third-Party Project Operators: Projects that are being operated by a third party shall have sufficient oversight by the eligible project sponsor as determined by the Board. Such oversight, at a minimum, will include a project liaison that is a staff member of the eligible project sponsor, and oversight of the operating hours and admission fees of the facility by the eligible project sponsor through a legal agreement. All third party projects shall be open to the public in accordance with this rule.

(10) Non-compliance: The District shall terminate a project agreement and demand return of program funds disbursed to the project sponsor for non-compliance with any of the terms of the project agreement or this rule, if such non-compliance calls into question the ability of the applicant to complete the project. Failure of a project sponsor to comply with the provisions of this rule or the project agreement shall result in the District declaring the project sponsor ineligible for further participation in the program until such time as compliance has been met to the satisfaction of the District.

(11) Fees: Any public project eligible for District program funds that charges a fee or will charge a fee must create and maintain an enterprise fund for the public project that shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life. Accounting records of the previous five years of the public project's enterprise fund will be submitted as part of any subsequent assistance program application to the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (2) FS. History—New 12-17-90, Amended 2-3-94, 2-6-97, Formerly 16T-2.004, Amended 5-18-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15.

66B-2.005 Funds Allocation.

The Board will allocate funding for this program based upon the District's overall goals, management policies, fiscal responsibilities and operational needs for the upcoming year. Funding allocations to navigation related districts, member counties and local governments shall be based upon the proportional share of the District's ad valorem tax collections from each county. If funds are determined to be available for the program, the District will notify potential eligible governmental agencies of the availability of program funding. Applications will be reviewed by the Board utilizing District Forms No. 91-25 and 91-25 (A) through (F) Waterways Assistance Program Application and Evaluation Worksheet (effective date 1/2014), hereby incorporated by reference and available at: <http://www.flrules.org/Gateway/reference.asp?No=Ref-03568>, and available from the District office or by download from the District's webpage at: www.aicw.org.

(1) Funding Assistance Availability: In as much as the District has other fiscal responsibilities and operational needs, financial assistance to eligible government agencies shall not exceed an amount equal to eighty (80) percent of the proportional share of the District's ad valorem tax collections from each county in which such agencies are located. The District may make an exception to this funding limitation, if funds are determined to be available based upon the District's overall goals, management policies, fiscal responsibilities and operational needs, or in counties that are recovering from a state of emergency declared under Chapter 252, F.S.

(2) Project Funding Ratio: All financial assistance and support to eligible governmental agencies shall require, at a minimum, equal matching funds from the project sponsor, with the exception of public navigation projects that meet the provisions of subsection 66B-2.005(6), F.A.C., land acquisition projects in accordance with subsection 66B-2.005(7), and Rule 66B-2.008, F.A.C., small-scale spoil island restoration and enhancement projects that meet the provisions of Rule 66B-2.014, F.A.C., derelict vessel projects consistent with Rule 66B-2.0015, F.A.C., ~~and~~ Waterway Cleanup Projects approved under Rule 66B-2.0016, F.A.C. and projects approved in counties recovering from a state of emergency. Applicant's in-house costs are limited pursuant to paragraph 66B-2.008(1)(c), F.A.C. All financial assistance to seaports shall require equal matching funds. The District shall contribute no more than fifty percent (50%) of the local share of the cost of an inlet management or beach renourishment project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project.

(3) Pre-agreement Expenses: The project sponsor shall not commence work on an approved project element prior to the execution of the project agreement unless authorized by the Board during the review and funding approval process. Board authorization of pre-agreement expenses will be given for the commencement of work prior to the execution of a project agreement if the Board determines that there is a benefit to the District, its waterways or its constituents. All project costs must be incurred and work performed within the project period as stipulated in the project agreement unless pre-agreement costs are approved by the Board. Pre-agreement expenses will be approved if they are consistent with the provisions of Rule 66B-2.008, F.A.C., and occur within the fiscal year of the grant application submission (October 1st to September 30th). Pre-agreement expenses, except for projects approved by the Board as multi-year projects, will be limited to fifty (50) percent of the project's total cost and if the

expenses are eligible project expenses in accordance with this rule. Only one-half (1/2) or less of the approved pre-agreement expenses will be eligible for reimbursement funding from the District, except for projects approved by the Board as multi-year projects. The Board shall consider a waiver of the limitation on pre-agreement expenses for Small-Scale Derelict Vessel grants and land acquisition projects when the applicant demonstrates a direct need and benefit and the project is in accordance with the applicable provisions of Chapter 66B-2, F.A.C.

(4) Multi-Year Funding: The construction phase of projects that are large scale, involve multiple phases, have a construction time line of one year or longer, or are requesting a significant amount of assistance funding in relation to the total assistance available for the county where the project is located, will be reviewed and approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. The determination by the Board to provide assistance funding on a multi-year basis can be made at any time during the application review process. All approved multi-year projects are limited to a maximum of two (2) additional funding requests.

(5) Inlet Management and Beach Renourishment: Projects and project elements in the categories of inlet management and beach renourishment shall be subject to the following provisions. The District shall contribute no more than fifty percent of the local share of the cost of the project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project. Funding for the construction phase of an inlet management or beach renourishment project may be approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. Additionally the following provisions shall be met for inlet management or beach renourishment projects:

(a) Inlet Management: Inlet management projects shall benefit public navigation within the District and shall be consistent with Department of Environmental Protection approved inlet management plans and the statewide beach management plan pursuant to Section 161.161, F.S. Prior to funding any inlet management project, the Board shall make a finding that the project is a benefit to public navigation in the District. Inlet management projects that are determined to be consistent with Department of Environmental Protection approved inlet management plans are declared to be a benefit to public navigation.

(b) Beach Renourishment: All projects in this category shall be consistent with the statewide beach management plan. Beach renourishment projects shall only include those beaches that have been adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project. Prior to funding any beach renourishment project project, the Board shall make a finding that the beaches to be nourished have been adversely impacted by navigation inlets, navigation structures, navigation dredging or a navigation project. The determination of beach areas that are adversely impacted by navigation for the purposes of this program shall be made by Department of Environmental Protection approved inlet management plans. If state funding is not provided for a beach project, public access with adequate parking must be available in accordance with Chapter 161, F.S.

(6) Public Navigation: Projects or project elements in the category of public navigation that will qualify for up to seventy-five percent (75%) program funds must be within the Intracoastal Right-of-Way (ROW), or provide public navigation channel access to two or more publicly accessible launching, mooring or docking facilities. In addition, the following shall apply:

(a) Navigation channel dredging: The project sponsor must demonstrate that the source of channel sedimentation has been identified and is in the process of, or has been controlled, or that the frequency and amount of shoaling is such that dredging will provide an improvement to the channel that will last for twenty (20) years or more and therefore is more cost effective than identifying and correcting the cause of shoaling, or that the cost of identifying the source of channel sedimentation exceeds the cost of the dredging project.

(b) Navigation channel lighting and markers must be located on primary or secondary public navigation channels. Navigation projects or project elements that have one facility open to the public will qualify for up to fifty percent (50%) program funding. Dredging that is associated or ancillary to another use (such as a boat ramp, marina or pier) will be prioritized according to the associated use.

(7) Land Acquisition: Land acquisition projects that provide for commercial/industrial waterway access shall qualify for a maximum of fifty (50) percent funding. All other land acquisition projects shall qualify for a maximum of twenty-five (25) percent program funding. All pre-agreement expenses for land acquisition must be completed within one-year of the date of application for funding. All funded land acquisition projects must construct the required boating access facility within 7 years of completion of the land acquisition, or the District may require the applicant to refund the program funding. Immediately upon acquiring title to the land, the applicant shall record a declaration of covenants in favor of the District stating that if the required boating access facility is not constructed within 7 years and dedicated for the public use as a boating access facility for a minimum period of 25 years after completion of construction, the District shall require the applicant to refund the program funding.

(8) Seaport Funding Eligibility: Financial assistance to seaports may exceed the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the county in which such seaport is located if the seaport can demonstrate that a regional benefit occurs from the port's activities. Financial assistance to a seaport project that demonstrates a regional benefit shall not exceed an amount equal to (i) the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the counties where the benefit is demonstrated less (ii) funding allocated in the same fiscal year to all other local government projects funded in those counties.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (3) FS. History—New 12-17-90, Amended 6-24-93, 9-5-96, 2-6-97, Formerly 16T-2.005, Amended 5-17-98, 8-26-99, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 4-1-09, 3-7-11, 3-7-12, 4-10-13, 1-27-14, 5-15-16.

66B-2.006 Application Process.

(1) Application Period: With the exception of eligible Disaster Relief Projects, eligible Small-Scale Spoil Island Restoration and Enhancement Projects eligible Small-Scale Derelict Vessel Applications and Waterway Cleanup Events, all applications for assistance through this program will be submitted during the authorized submission period that shall be established by vote of the Board at a scheduled meeting.

(2) Application Forms: Florida Inland Navigation District Waterways Assistance Program Project Application FIND Form Number 90-22 (effective date 4-24-06) and the Waterway Assistance Program Application and Evaluation Worksheet No. 91-25 and 91-25 (A) through (F) (effective date 1/2014) are hereby incorporated by reference and available from the District office. With the exception of projects eligible under the Small-Scale Spoil Island Restoration and Enhancement program, the Small-Scale Derelict Vessel program, and eligible Waterway Cleanup Events, all applications for financial assistance and support through this program from member counties and local governments shall be made on Form Number FIND 90-22 and the Waterway Assistance Program Project Application and Evaluation Worksheet No. 91-25 and 91-25 (A) through (F) and shall include a detailed cost estimate submitted on FIND Form No. 90-25, Florida Inland Navigation District Assistance Program Project Cost Estimate, (effective date 4-24-06), hereby incorporated by reference and available from the District office. In addition, all applicants shall submit a complete and detailed Project Timeline (FIND FORM No. 96-10) (effective date 4-15-07).

(3) Sponsor Resolution: The project sponsor shall approve the submission of an application by official resolution from its governing board or commission. Said resolution shall be made on FIND Form No. 90-21, Resolution for Assistance Under the Florida Inland Navigation District Waterways Assistance Program (effective date 10-14-92), hereby incorporated by reference and available from the District office.

(4) Attorney's Certification: If the application is for a project that is a land based development project the applicant shall submit an Attorney's Certification of Title, FIND Form Number 94-26 (effective date 5-25-00), hereby incorporated by reference and available from the District office.

(5) Maps and Geographic Information: All applicants shall be required to submit, at minimum, the following geographic information: A County location map, a project location map, a project boundary map, and a clear and detailed site development map for land development projects.

(6) Application Review: Applicants shall obtain the local FIND Commissioner's initials on Form No. 90-26 prior to submitting the application to the District office. It is the applicant's responsibility to make timely arrangements for the local FIND Commissioner's review. In the absence of extenuating circumstances outside of the applicant's control as determined by the Board of Commissioners, an application shall not be considered complete if it does not include the local FIND commissioner's initials on Form No. 90-26. Upon receipt in the District office, staff will review the applications for completeness of the informational requirements identified in the Application Checklist, FIND Form Number 90-26 (effective date 7-30-02), and for compliance with the eligibility requirements of this rule. When an application is determined by staff to be incomplete or ineligible, staff will immediately inform the applicant by mail. The applicant will then have until the date established by the Board in the application package to bring the application into compliance. If the applicant fails to provide a complete application in compliance with these rules, the application will not be considered for funding. In order to have a complete application, the applicant shall not only submit the forms required under Rule 66B-2.006, F.A.C., and any other information requirements identified in the Application Checklist (FIND Form Number 90-26), but such forms and other submitted information must be completely filled out, executed as applicable, and also establish compliance with Chapter 66B-2, F.A.C.

(7) Interlocal Agreements: Applications that the Board determines will directly benefit the maintenance of the Atlantic

Intracoastal Waterway channel as documented by the District's long range dredged material management plans, will directly benefit the maintenance of the Okeechobee Waterway channel as documented by the District's long range dredged material management plan, will directly benefit the maintenance or improvement of District property, right-of-way or navigation interests, or have multiple funding partners including the Corps of Engineers as the project manager can qualify for project assistance through an interlocal agreement pursuant to Chapter 163 or Section 374.984(6)(a), F.S. District staff will identify these applications and present them to the Board for their determination as to funding. Interlocal agreement projects shall comply with all other provisions of this rule, except for pre-agreement expenses, permitting and property control requirements.

(8) Application Presentations: Applications determined to be complete and in compliance with this rule will be forwarded to the Board for review and then scheduled for presentation to the Board at a scheduled meeting of the Board. Applicants can decline to make a presentation to the Board by submitting a written request.

(9) Application Evaluation and Rating Score: Following the presentations, the Board will review the applications and evaluate them using the Waterways Assistance Program Application and Evaluation Worksheets No. 91-25 (A) through (F) for Waterways Assistance Program applications. The total points awarded to each application by the Commissioners will be averaged to determine an application's final rating score. The final rating score for each application must equal or exceed 35 points for the application to be considered for funding assistance. Reconsideration of any application with a final rating score of less than 35 points will only occur if the majority of the Commissioners evaluating the project rated the project equal to or exceeding 35 points and two-thirds of the Commissioners vote for reconsideration of the application. Only Applicants that are eligible under Rule 66B-2.0061, F.A.C., "Disaster Relief Applications," shall complete FIND Form No. 91-25F Emergency Re-Construction (effective date 4-24-06, 1/2014).

(10) Funding Determination: The Board will hold a funding allocation meeting at which time the Board will determine the allocation of funds, if any, to each project and the projects will be ranked by overall average score to facilitate final funding decisions by the Board. Allocations will be based in part upon the cumulative score of the applications as calculated from the Project Evaluation and Rating Form. Allocations will also be based upon the specific needs of the individual counties.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 12-17-90, Amended 9-2-92, 6-24-93, 4-12-95, Formerly 16T-2.006, Amended 5-25-00, 3-21-01, 7-30-02, 3-20-03, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11, 1-27-14.

66B-2.0061 Disaster Relief Applications.

Disaster Relief applications may be submitted to the District and considered by the Board at any time during the year to provide assistance to an eligible applicant for the removal of navigation obstructions and repair or replacement of waterway facilities damaged by a declared natural disaster. Applicants for Disaster Relief shall use the same forms listed in Rule 66B-2.006(2), F.A.C. The District shall consider these applications in accordance with these rules.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 6-24-93, Amended 2-6-97, Formerly 16T-2.0061, Amended 4-24-06.

66B-2.008 Project Eligibility.

(1) Eligible Projects: Financial assistance and support through this program shall be used to plan or carry out public navigation and anchorage management, public recreation, environmental education, boating safety, acquisition and development of spoil sites and publicly owned commercial/industrial waterway access directly related to the waterways, acquisition and development of public boat ramps, launching facilities and boat docking and mooring facilities, inlet management, maritime management planning, environmental mitigation and beach renourishment.

(a) Program funds may be used for projects such as acquisition, planning, development, construction, reconstruction, extension, or improvement, of the following types of projects for public use on land and water. These project types will be arranged into a priority list each year by vote of the Board. The priority list will be distributed to applicants with the project application.

1. Public navigation channel dredging,
2. Public navigation aids and markers,
3. Inlet management projects that are a benefit to public navigation in the District,
4. Public shoreline stabilization directly benefiting the District's waterway channels,
5. Acquisition and development of publicly owned spoil disposal site and public commercial/industrial waterway access,
6. Waterway signs and buoys for safety, regulation or information,

7. Acquisition, dredging, shoreline stabilization and development of public boat ramps and launching facilities,
8. Acquisition, dredging, shoreline stabilization and development of public boat docking and mooring facilities,
9. Derelict Vessel Removal,
10. Waterways related environmental education programs and facilities,
11. Public fishing and viewing piers,
12. Public waterfront parks and boardwalks and associated improvements,
13. Maritime Management Planning,
14. Waterways boating safety programs and equipment,
15. Beach renourishment on beaches adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project; and,
16. Environmental restoration, enhancement or mitigation projects; and,
17. Other waterway related projects. Waterway projects that do not meet specific criteria in subsection 66B-2.005(5) or (6) or subparagraphs 66B-2.008(1)(a)1.-16., F.A.C., but are located on eligible waterways shall be considered for funding under the priority listing of "other waterway related project" and eligible for 25% funding.

(b) Ineligible Projects or Project Elements. Project costs ineligible for program funding or matching funds will include: contingencies, miscellaneous, reoccurring personnel related costs, irrigation equipment, ball-courts, park and playground equipment, and any extraneous recreational amenities not directly related to the waterway such as the following:

1. Landscaping that does not provide shoreline stabilization or aquatic habitat,
2. Restrooms for non-waterway users,
3. Roadways providing access to non-waterway users,
4. Parking areas for non-waterway users,
5. Utilities for non-waterway related facilities,
6. Lighting for non-waterway related facilities,
7. Project maintenance and maintenance equipment,
8. Picnic shelters and furniture for non-waterway related facilities,
9. Vehicles to transport vessels; and,
10. Operational items such as fuel, oil, etc.
11. Office space that is not incidental and necessary to the operation of the main eligible public building; and,
12. Conceptual project planning, including: public surveys, opinion polls, public meetings, organizational conferences; and,
13. Inlet maintenance.

(c) Project Elements with Eligibility Limits: Subject to approval by the Board of an itemized expense list:

1. The following project costs will be eligible for program funding or as matching funding if they are performed by an independent contractor:
 - a. Project management, administration and inspection,
 - b. Design, permitting, planning, engineering or surveying costs for completed construction project,
 - c. Restoration of sites disturbed during the construction of an approved project,
 - d. Equipment costs.

Before reimbursement is made by the District on any of the costs listed in subparagraph 1., above, a construction contract for the project, approved and executed by the project sponsor and project contractor must be submitted to the District.

2. Marine fire-fighting, Marine law enforcement and other vessels are eligible for a maximum of \$60,000 in initial District funding. All future replacement and maintenance costs of the vessel and related equipment will be the responsibility of the applicant.

3. Waterway related environmental education facility funding will be limited to those project elements directly related to the District's waterways.

(d) Phasing of Projects: Applications for eligible waterway projects may be submitted as a phased project where Phase I will include the design, engineering and permitting elements and Phase II will include the construction of the project. A description and cost estimate of the Phase II work shall be submitted along with the Phase I application for Board review.

(2) Property Control: The site of a new proposed land-based development project, with the exception of those projects requesting Small-Scale Spoil Island Restoration and Enhancement funding, shall be dedicated for the public use for which the project was intended for a minimum period of 25 years after project completion. Such dedication shall be in the form of a deed,

lease, management agreement or other legally binding document and shall be recorded in the public property records of the county in which the property is located. This property control requirement also applies to a project site owned by another governmental entity. The governmental entity that owns the project site may be joined as a co-applicant to meet this property control requirement. Existing land based development projects that are being repaired, replaced or modified must demonstrate that the project site has been dedicated for public use for at least 25 years with at least 10 years remaining on the dedication document. Property shall also be deemed dedicated for public use if:

(a) The property has been designated for the use for which the project is intended (even though there may have been no formal dedication) in a plat or map recorded prior to 1940, or

(b) The project sponsor demonstrates that it has had exclusive control over the property for the public use for which the project is intended for a period of at least 30 years prior to submission of the application, or

(c) There is no ongoing litigation challenging the designated use of the property as shown on the plat or map, nor has there been any judicial determination contrary to the use by the public for the use shown on the plat or map.

(3) Permits: The project sponsor is responsible for obtaining and abiding by any and all federal, state and local permits, laws, proprietary authorizations and regulations in the development and operation of the project. Applicants for construction projects that include elements that require state or federal environmental permits or proprietary authorizations will demonstrate that all required environmental permitting and authorizations will be completed by the ~~District's final TRIM hearing third Monday in September~~. This demonstration will be by submission of the required environmental permit(s) and authorizations, or by submission of a letter from the agency(s) stating that a permit or authorization is not required. ~~Should the environmental permitting element of an application that has construction elements requiring state or federal environmental permits or authorizations not be completed by the District's final TRIM hearing, the construction portion of the project will not be considered for funding. Whereby funding decisions are completed at the final TRIM hearing, the District will not deviate from the funding schedule to accommodate any application deficiency. Failure to timely submit the required environmental permits and authorizations or letters stating such permits or authorizations are not required shall result in the application not being considered for funding.~~

(4) Public Marina Qualifications: All public marina projects funded through this program shall include sewage pumpout facilities for vessels, unless the applicant can demonstrate that inclusion of such a facility is physically, operationally or economically impracticable. All public marina projects funded through this program shall have at least ten percent (10%) of their slips or mooring areas available for transient vessels. Public marina dockage rates shall be within market comparison of the dockage rates of other area marinas. The public marina will be required to establish and maintain an accounting of the funds for the facility and shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life.

(5) The District may assist eligible local governments with efforts to prepare and implement a comprehensive maritime management plan. The plan shall be utilized by the eligible government to promote and maximize the public benefit and enjoyment of eligible waterways, while identifying and prioritizing the waterway access needs of the community. The plan should not duplicate any existing or ongoing efforts for the same waterway or water shed, nor shall the District participate in any effort that does not address the basic maritime needs of the community.

(a) Existing plans may be updated at reasonable intervals or amended to include waterway areas previously not included in the original effort. Public, government, environmental, industry and other pertinent interest groups shall be solicited and included for input in the planning process.

(b) The plan shall be utilized as a tool to provide a minimum 5-year planning analysis and forecast for the maritime needs of the community, and shall include, at minimum, the following:

1. Public boat ramp and ramp parking inventory and analysis.
 2. Public mooring and docking facility analysis, including day docks and transient slips.
 3. Commercial and working waterfront identification and needs analysis.
 4. The identification, location, condition and analysis of existing and potential navigation channels.
 5. An inventory and assessment of accessible public shorelines.
 6. Public Waterway transportation needs.
 7. Environmental conditions that affect boat facility siting, a current resource inventory survey, and restoration opportunities.
 8. Economic conditions affecting the boating community and boating facilities.
 9. Acknowledgment and coordination with existing data and information, including an emphasis on the Intracoastal Waterway.
- (c) Projects requested for assistance program funding shall be consistent with the applicant's maritime management plan. The

applicant should utilize the plan to assist in prioritizing waterway improvement projects.

(6) All eligible environmental restoration, enhancement or mitigation projects as well as the environmental restoration, enhancement or mitigation components of other types of projects shall be required to pursue and assign any available mitigation credits to the District for that share of the project funded through the District's Assistance Program. All eligible environmental restoration, enhancement or mitigation projects shall provide public access where possible.

(7) Final Decisions: The Board will make all final decisions on the eligibility of a Project or specific project costs.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1)-(3) FS. History—New 12-17-90, Amended 9-2-92, 6-24-93, 2-3-94, 4-12-95, 9-5-96, 2-6-97, Formerly 16T-2.008, Amended 5-17-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-20-03, 3-3-04, 4-15-07, 3-25-08, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15, 2-21-16.

66B-2.009 Project Administration.

The District will appoint a project manager who shall be responsible for monitoring the project and the project agreement. The project manager shall also be responsible for approving all reimbursement requests. The project sponsor shall appoint a liaison agent, who will be a member of the eligible applicant's staff, to act on its behalf in carrying out the terms of the project agreement. Administration of the project will be as follows:

(1) Project Agreement: For each funded project, the District and the project sponsor will enter into a project agreement. The project agreement shall be executed and returned by the project sponsor within six (6) months of the approval of the project funding and prior to the release of program funds, setting forth the mutual obligations of the parties concerning the project. The project agreement shall incorporate the applicable policies and procedures of the program as outlined in this rule. Project agreements will be for a two-year period with the possibility for one, one-year extension. Any request for a one-year extension of funding shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT no later than July of fiscal year two of the approved project. This request will then be considered by the DISTRICT Board, whose decision shall be final. In review of these requests, the Board will take into consideration the current status and progress of the project and the ability of the applicant to complete the project within one additional year.

(2) Matching Funds: The project sponsor shall clearly identify and enumerate the amount and source of the matching funds it will be using to match the program funds supplied by the District for an approved project. The project sponsor shall provide suitable evidence that it has the matching funds available at the time the project agreement is executed.

(3) Agreement Modification: All proposed changes to the project agreement must be submitted to the District in writing by the project sponsor accompanied by a statement of justification for the proposed changes. All project agreement amendments shall be approved by the District Board, except that the Executive Director may approve a minor project agreement amendment for a project within a county with the local District commissioner's concurrence. A minor project amendment shall not change the approved project's category, result in a reallocation of more than 35% of the approved funding of the project among project elements, nor allow for a greater than 35% change in the project scale or scope of work. Project agreement amendments will not include a change to the approved project's location or a change in the approved project's purpose or project type. Agreed changes shall be evidenced by a formal amendment to the project agreement and shall be in compliance with these rules.

(4) Project Reporting: The liaison agent will submit quarterly reports to the project manager summarizing the work accomplished since the last report, problems encountered, percentage of project completion and other appropriate information. These reports shall continue throughout the length of the project period until completion of the project. The report shall be submitted on Form 95-02, "Assistance Program Project Quarterly Status Report," dated 7-30-02, hereby incorporated by reference and available at the District office. A Final Project Report shall be submitted at the completion of the project and shall at minimum include: project summary, photo of completed project, final cost, project benefits to the waterway and location address.

(5) Reimbursement Requests: The liaison agent may submit periodic reimbursement requests during the project period in accordance with Rule 66B-2.011, F.A.C. The project manager will approve or disapprove all reimbursement requests. The final payment of program funds will be made upon certified completion of the project by the District.

(6) Project Inspection: Upon reasonable request, the project manager shall have the right to inspect the project and any and all records relating to the project.

(7) Project Completion: The project shall be completed within three (3) years of the date of the beginning of the District's first fiscal year for which the project was approved. If the completion of a project is impacted by a declared state of emergency and the Board waives this rule section, the extension of time granted shall not exceed one additional three (3) year period.

(8) Project Completion Requirements: Upon completion of the project, the liaison agent shall provide the following to the project manager:

(a) A Project Completion Certificate, FIND Form No. 90-13 (effective date 7-30-02), hereby incorporated by reference and available from the District office, which certifies that the project was completed in accordance with the project agreement and the final project plans.

(b) A final reimbursement request accompanied by all required billing statements and vouchers.

(c) Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.

(d) Photograph(s) of the completed project clearly showing the program improvements.

(9) Project Completion Review: The project manager will review the project completion package and will authorize or reject the final reimbursement payment which will include all retained funds from previous requests.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Formerly 16T-2.009, Amended 3-21-01, 7-30-02, 3-7-11, 1-27-14.

66B-2.011 Reimbursement.

The District shall release program funds in accordance with the terms and conditions set forth in the project agreement. This release of program funds shall be on a reimbursement only basis. The District shall reimburse the project sponsor for project costs expended on the project in accordance with the project agreement. Project funds to be reimbursed will require the submission of a Reimbursement Request Form and required supporting documents, FIND Form No. 90-14 (effective date 7-30-02) hereby incorporated by reference and available from the District office.

(1) Authorized Expenditures: Project funds shall not be spent except as consistent with the project agreement cost estimate that was approved by the Board, which shall be an attachment to the project agreement. This cost estimate will establish the maximum funding assistance provided by the District and the percentage of funding provided by each party to the project. The District will pay the lesser of:

(a) The percentage total of project funding that the Board has agreed to fund, or

(b) The maximum application funding assistance amount.

(2) Phase I Reimbursement: In accordance with these rules, reimbursement cannot be made on a Phase I application until a construction contract is executed by the applicant for the construction phase of the project. If the Phase I project is completed but a construction contract is not executed by the three (3) year project deadline, then the District shall only allow one (1) year from the Phase I project deadline to enter into the required construction contract before the Phase I funding is cancelled.

(3) Reimbursement Requests: All project costs shall be reported to the District and summarized on the Reimbursement Request Form. All requests for reimbursement shall include supporting documentation such as billing statements for work performed and cancelled payment vouchers for expenditures made.

(4) Retainage: The District shall retain ten percent (10%) of all reimbursement payments until final certification of completion of the project. The District shall withhold any reimbursement payment, either in whole or part, for non-compliance with the terms of this agreement.

(5) Check Presentations: A District representative shall present the final reimbursement check to the project sponsor during a public commission meeting or public dedication ceremony for the project facility.

(6) Recovery of Additional Project Funding: If the project sponsor receives additional funding for the project costs from another source that was not identified in the original application and that changes the agreement cost-share percentage, the project sponsor shall proportionately reimburse the District's program funds equal to the cost-share percentage in the approved project agreement. The project sponsor shall promptly notify the District of any project payments it receives from a source other than the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Amended 6-24-93, Formerly 16T-2.011, Amended 3-31-99, 7-30-02, 3-7-11.

66B-2.012 Accountability.

The following procedures shall govern the accountability of program funds:

(1) Accounting: Each project sponsor is responsible for maintaining an accounting system which meets generally accepted accounting principles and for maintaining such financial records as necessary to properly account for all program funds.

(2) Quarterly Reports: The project sponsor shall submit quarterly project status reports to FIND in accordance with subsection

66B-2.009(4), F.A.C.

(3) Completion Certification: All required final completion certification documents and materials as outlined in subsection 66B-2.009(8), F.A.C., of this rule shall be submitted to the District prior to final reimbursement of program funds.

(4) Auditing: All project records including project costs shall be available for review by the District or by an auditor selected by the District for 3 years after completion of the project. Any such audit expenses incurred shall be borne entirely by the project sponsor.

(5) Project Records: The project sponsor shall retain all records supporting project costs for three years after either the completion of the project or the final reimbursement payment, whichever is later, except that should any litigation, claim, or special audit arise before the expiration of the three year period, the project sponsor shall retain all records until the final resolution of such matters.

(6) Repayment: If it is found by any State, County, FIND, or independent audit that program funds have not been used in accordance with this rule and applicable laws, the project sponsor shall repay the misused program funds to the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 12-17-90, Formerly 16T-2.012, Amended 7-30-02.

66B-2.013 Acknowledgement.

The project sponsor shall erect a permanent sign, approved by the District, at the entrance to the project site which indicates the District's participation in the project. This sign shall contain the FIND logo. In the event that the project sponsor erects a temporary construction sign, this sign shall also recognize the District's participation. If the final product of the project is a report, study or other publication, the District's sponsorship of that publication shall be prominently indicated at the beginning of the publication. If the project results in an educational display, the District's logo and a statement of the District's participation in the project shall be contained in the display.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 12-17-90, Formerly 16T-2.013, Amended 2-22-10.

66B-2.014 Small-Scale Spoil Island Restoration and Enhancement Projects.

Proposals shall be accepted for the restoration or enhancement of spoil islands and natural islands within the District's waterways for recreational, navigational, educational, and environmental purposes. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – A Request for Proposals procedure will be used to request proposals for consideration. Proposals shall follow the format described in FIND Document #03-02, Call for Proposals – Small-Scale Spoil Island Restoration and Enhancement Program (effective date 7-30-02), hereby incorporated by reference and available from the District office. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Matching Funds: Small-scale spoil island restoration and enhancement may qualify for up to ninety percent (90%) program funds. The applicant's ten percent (10%) matching funds may include in-kind contribution pursuant to paragraph 66B-2.014(4)(b), F.A.C.

(3) Eligibility: All proposals must meet the following eligibility criteria to be considered for funding:

(a) Management Plan Compliance: Projects shall be in compliance with the provisions of any Spoil Island Management Plans or other management plans that govern the Project site.

(b) Property Control: The Project Sponsor must have written property rights on the Project site to construct and maintain the Project for a minimum of five years. Such property rights can be in the form of a lease, interlocal agreement, use agreement or other legal form approved by the District. The applicant shall include a map clearly delineating the location of all proposed work included in the application.

(4) Funds Allocation: Funds shall be allocated pursuant to Rule 66B-2.005, F.A.C., subject to the exceptions identified in this rule, and with the following additions:

(a) The District shall fund a maximum of up to \$7,500 per project, not to exceed \$22,500 per County, per fiscal year.

(b) The Project Sponsor may contribute in-kind construction labor; such in-kind construction labor costs will not be counted by the District as exceeding \$10.00 per hour. No administrative costs can be incorporated into the Project as Project costs.

(c) The funding provided by the District shall only be allocated for specific Project expenses such as construction materials, plant materials, herbicides, etc. The funding provided by the District shall not be allocated for parties, food or beverages.

~~(5) Hold Harmless Waiver: All volunteers, who are not government employees, shall sign a hold harmless waiver Form No. 02-~~

~~01 (New 7-30-02) as approved by the District and hereby incorporated by reference and available from the District office.~~

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 7-30-02, Amended 4-24-06, 3-7-11.

66B-2.015 Small-Scale Derelict Vessel Removal Projects.

Proposals shall be accepted for financial assistance for the removal of derelict vessels within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – Applications shall be submitted on a completed FIND Form No. 05-01 (Small-Scale Derelict Vessel Removal Program) (effective date 4-24-06), and FIND Form No. 01-06 (Small-Scale Derelict Vessel Removal Program – Project Cost Estimate), (effective date 4-24-06), hereby incorporated by reference and available from the District office. Applications may be submitted to the District and considered by the Board at any time during the year.

(2) The District shall only fund applicants that have identified derelict vessels to be removed and have a current bid for removal for such vessels, or have completed the removal of such vessels within the 6 months preceding the application, subject to eligibility under these program rules.

(3) The program must be sponsored by an eligible government agency or not-for-profit organization.

(4) District funding shall be limited to \$30,000.00 per county, per year, provided on a reimbursement basis only. The limitation on pre-agreement expenses may be waived by the Board in accordance with subsection 66B-2.005(3), F.A.C.

(5) The eligible applicant must provide the remaining matching funds for project completion. In no case shall the District's cost-share contribution exceed 75% of the total project costs. In-house project management or administration costs are not eligible costs or matching costs.

(6) The derelict vessel must be located in the District's Waterways, as defined in Rule 66B-2.003, F.A.C. The applicant shall include a map clearly delineating the location of all vessels included in the application.

(7) The District shall be recognized when possible in all written, audio or video advertising and promotions as a participating sponsor of the program.

(8) The funding provided by the District shall only be allocated for removal of derelict vessels. The District is providing program reimbursement funds only and shall be held harmless with regards to the activities initiated by the applicant.

(9) The applicant shall be responsible for all maintenance, management, disposal and operating expenses associated with the program.

(10) Funds derived from the sale of any derelict vessels or vessel parts removed through this grant program must be reinvested into the applicant's derelict vessel removal program.

(11) The District Board shall make all final decisions concerning the provision of funding for this program.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 4-24-06, Amended 4-15-07, 3-25-08, 3-7-11, 1-27-14.

66B-2.016 Waterways Cleanup Events.

Proposals shall be accepted for financial assistance for the organized removal of refuse within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure: Prior to the event, a request for funding shall be submitted to the District by means of a cover letter detailing the occurrence of the cleanup, contact information, a map of the cleanup locations and the general parameters of the event. In addition, the Applicant will submit a detailed budget clearly delineating the expenditure of all District funds, as well as the overall general budget of the event. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Availability: The District shall fund a maximum of one clean-up program per waterway, per year within a county, with exception to the provisions of subsections (8) through (10), below.

(3) Applicant Eligibility: The clean-up program must be sponsored by a government agency or a registered not-for-profit corporation.

(4) Funding: District funding shall be limited to \$5,000 per waterway, per county, except for the provisions of subsections (8) through (10), below.

(5) The District shall be recognized in all written, on-line, audio or video advertising and promotions as a participating sponsor of the clean-up program.

(6) Funding Eligibility: The funding provided by the District shall only be allocated to reimburse the applicant for out of pocket expenditures related to specific cleanup program expenses such as trash bags, trash collection, haul and landfill fees, gloves,

ATTACHMENT D

advertising, T-shirts, and related expenses. The funding provided by the District shall not be allocated for parties, meetings, food or beverages.

(7) The District Board shall make all final decisions concerning the provision of funding for a clean-up program.

In addition to the requirements stated above, a cleanup program implementing all of the following additional incentives will qualify for up to additional \$5,000 in clean up funds.

(8) The clean-up program budget must provide equal or greater matching funds for all Navigation District funding.

(9) The applicant shall tally and report the composition and location of the waterway-related debris, with the goal to show definitive progress in the amount of refuse collected, a reduction in the overall debris in the waterway, or an increase in the number of additional waterway areas included in the clean up.

(10) For each additional \$1,000 in Navigation District funding, the applicant shall coordinate a minimum of one waterway collection point or clean up area, or an applicant can conduct an additional waterway cleanup program for the waterway areas.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 3-7-11.

FY 2020

WATERWAYS ASSISTANCE

PROGRAM

APPLICATION PACKAGE

Part 2. Attachment E

THE FOLLOWING ATTACHMENT E-1 THROUGH E-8
FORMS, IN ADDITION TO THE REQUIREMENTS OF ITEMS
10 THROUGH 13 OF THE APPLICATION CHECKLIST,
CONSTITUTE YOUR FORMAL APPLICATION.

SUBMIT THE APPLICATION INFORMATION IN THE ORDER
LISTED ON THE CHECKLIST.

**An electronic copy (pdf) may be emailed to JZimmerman@aicw.org.
or a completed hardcopy of the application may be delivered to:
FIND, 1314 Marcinski Rd., Jupiter, FL 33477
Application must be received by the deadline, no exceptions.**

Applications must be received by the District by 4:30 pm on March 27, 2020.

ATTACHMENT E - APPLICANT TIPS SHEET

(Mistakes Common to the application process and how to avoid them)

Scheduling – The new application is available by January each year, and District funding is available AFTER October 1st of each year. Applicants should plan their schedule to avoid commonly missed deadlines: Application due – 27th of March; Property control/Technical sufficiency items – 22nd of May, Permits – 15th of September. (Staff suggestion: Begin to secure property control and permits PRIOR to applying for funding.)

Property Control Verification – Please have your attorney complete and sign the form in the application verifying applicant property control. In the case of leases or management agreements, please forward a copy to the District well in advance of the deadline to verify consistency with our program rules. (Staff suggestion: Resolve this requirement outside the application “window”.)

Project Costs Eligibility – Please note the eligible project costs in Rule Section 66B-2.008, F.A.C. If you are not sure about an item’s eligibility, ask! Note: Any ineligible cost, including in-house project management and administration, is also not eligible for an applicant’s match. Make sure you have delineated your required minimum cost-share on the project cost estimate. (Staff suggestion: If you have questions about the eligibility of an item, work up a mock cost-sheet and send it to our office well before the deadline.)

Cost-Share – Although the applicant must provide a minimum of 50% of the total project costs (25% for eligible public navigation dredging), there is no specific requirement to split each item. (Staff suggestion: You may want to organize project element in a certain manner for easier accounting.)

Pre-Agreement Expenses - Rule 66B-2.005(3), F.A.C. requires any activity in the submitted project cost estimate occurring PRIOR to October 1st to be considered as pre-agreement expenses. The Board’s past philosophy has been to fund only those projects that require District funding assistance to be completed. It is best to avoid pre- agreement expenses if possible. Note, that pre-agreement expenses must be limited to 50% or less of the total project costs, and they are eligible for only ½ of the original District funding. (Example: A project with a total cost of \$200,000 is Board-approved for one-half construction PRIOR to October 1st. In this case, District funding will be limited as follows: Only 50% of the \$100,000 project cost prior to October 1st is eligible as project expenses (i.e. \$50,000). Then only ½ of the eligible project expenses (\$50,000) are eligible for District funding assistance (i.e. \$25,000).

Submitted Materials & June Presentation –The Board must review and evaluate every application and each year we receive about 90 applications for consideration. The final product for the Commissioner’s review is two 8-1/2” x 11” spiral-bound notebooks containing the essential information for the application. NOTE: make sure your final submitted material is the same material you will be presenting to the Board at our June meeting. This will avoid confusion and strengthen your presentation. (Staff suggestion: Limit the submitted materials to the requested information, in the required format and make sure it is consistent with your June presentation. Do not submit additional material at the June presentation!)

ELECTRONIC SUBMISSIONS – Grant applications are being accepted by email or hardcopy. Grant applications may be submitted via email as a pdf attachment (permits attached separately). Make sure to label your pdf attachment with the applicant and project title. You will receive a confirmation email letting you know your application has been received. Email your completed application to JZimmerman@aicw.org Or you may send hardcopy applications to FIND, 1314 Marcinski Rd, Jupiter, FL 33477.

Applications must be received by the District by 4:30 pm on March 27, 2020.

ATTACHMENT E-1.
APPLICATION CHECKLIST 2020
(To be completed by the Applicant)

Project Title:	
Applicant:	

This checklist and the other items listed below in items 1 through 13 constitute your application. The required information shall be submitted in the order listed.

An electronic copy may be emailed to JZimmerman@aicw.org. Application must be received by the deadline, no exceptions.

All information will be printed on 8 ½"x11" paper to be included in agenda books bound by staff.

		<u>YES</u>	<u>NO</u>
1.	District Commissioner Review (prior to March 6th) (NOTE: <u>For District Commissioner initials ONLY!</u> (District Commissioner must initial the yes line on this checklist for the application to be deemed complete)	_____	_____
2.	Application Checklist – E-1 (Form No. 90-26, 2 pages) (Form must be signed and dated)	_____	_____
3.	Applicant Info/Project Summary – E-2 (Form No. 90-22, 1 page) (Form must be completed and signed)	_____	_____
4.	Project Information – E-3 (Form No. 90-22a, 1 page)	_____	_____
5.	Application and Evaluation Worksheet – E-4 ₍₊₎ (Form No.91-25) (One proper sub-attachment included, 7 pages) Must answer questions 1-10. No signatures required	_____	_____
6.	Project Cost Estimate – E-5 (Form No. 90-25, 1 page) (Must be on District form)	_____	_____
7.	Project Timeline – E-6 (Form No. 96-10, 1 page)	_____	_____
8.	Official Resolution Form – E-7 (Form No. 90-21, 2 pages) (Resolution must be in District format and include items 1-6)	_____	_____

ATTACHMENT E-1 (Continued)

APPLICATION CHECKLIST (To be completed by the Applicant)

	<u>YES</u>	<u>NO</u>
9. Attorney's Certification (Land Ownership) – E-8 (Must be on or follow format of Form No. 94-26, (Legal descriptions NOT accepted in lieu of form)	_____	_____
10. County/City Location Map	_____	_____
11. Project Boundary Map	_____	_____
12. Clear & Detailed Site Development Plan Map	_____	_____
13. Copies of all Required Permits: ACOE, DEP, WMD (Required of development projects only)	_____	_____

The undersigned, as applicant, acknowledges that Items 1 through 12 above constitutes a complete application and that this information is due in the District office no later than 4:30 PM, March 27, 2020. By May 22, 2020 my application must be deemed complete (except for permits) or it will be removed from any further consideration by the District. I also acknowledge that the information in Item 13 is due to the District no later than September 15, 2020. If the information in Item 13 is not submitted to the District office by September 15, 2020, I am aware that my application will be removed from any further funding consideration by the District.

LIAISON: _____ TITLE: _____

** SIGNATURE - PROJECT LIAISON **

DATE

FIND OFFICE USE ONLY

Date Received: _____

Local FIND Commissioner Review: _____

All Required Supporting Documents: _____

Applicant Eligibility: _____

Project Eligibility: _____ Available Score: _____

Compliance with Rule 66B-2 F.A.C.: _____

Eligibility of Project Cost: _____

ATTACHMENT E-2

**WATERWAYS ASSISTANCE PROGRAM FY 2020
PROJECT APPLICATION
APPLICANT INFORMATION – PROJECT SUMMARY**

APPLICANT INFORMATION			
Applicant:			
Department:			
Project Title:			
Project Director:		Title:	
Project Liaison: <i>(if different from Project</i>		Title:	
Mailing Address:			
City:		Zip Code:	
Email Address:		Phone #:	
Project Address:			

******* I hereby certify that the information provided in this application is true and accurate. *******

SIGNATURE: _____ **DATE:** _____

PROJECT NARRATIVE (Please summarize the project in space provided below in 2 paragraphs or less.)

ATTACHMENT E-3 - PROJECT INFORMATION 2020

Applicant:		Project Title:	
Total Project Cost: \$	FIND Funding Requested: \$	% of Total Cost:	
Amount and Source of Applicant's Matching Funds:			

1. Ownership of Project Site (check one): Own: ☐ Leased: ☐ Other: ☒

2. If leased or other, please describe lease or terms and conditions:

3. Has the District previously provided assistance funding to this project or site? Yes: ☐ No: ☐

4. If yes, please list:

5. What is the current level of public access in terms of the number of boat ramps, boat slips and trailer parking spaces, linear feet of boardwalk (etc.)? (as applicable):

6. How many additional ramps, slips, parking spaces or other access features will be added by this project?

7. Are fees charged for the use of this project? No ☐ Yes ☒ **

****If yes, please attach additional documentation of fees and how they compare with fees from similar public & private facilities in the area.**

Please list all Environmental Resource Permits required for this project:

AGENCY	Yes / No / N/A	Date Applied For	Date Received
WMD			
DEP			
ACOE			

ATTACHMENT E-4

WATERWAYS ASSISTANCE PROGRAM APPLICATION AND EVALUATION WORKSHEET

DIRECTIONS: All applicants will complete questions 1 through 6, and then based on the type of project, complete one and only one subsection (E-4A, B, C, D or E) for questions 7-10.

****Please keep your answers brief and do not change the pagination of Attachment E-4****

All other sub-attachments that are not applicable to an applicant's project should not be included in the submitted application.

Project Title:	
Applicant:	

1) PRIORITY LIST:

- a) **Denote the priority list category of this project from Attachment C in the application.** (The application may only be of **one** type based upon the predominant cost of the project elements.)
- b) **Explain how the project fits this priority category.**

(For reviewer only)

Max. Available Score for application _____

Question 1. Range of Score (1 to _____ points)

2) WATERWAY RELATIONSHIP:

- a) Explain how the project relates to the ICW and the mission of the Navigation District.

- b) What public access or navigational benefit to the ICW or adjoining waterway will result from this project?

(For reviewer only)
(1-6 points)

3) PUBLIC USAGE & BENEFITS:

- a) How is the public usage of this project clearly identified and quantified? Estimate the amount of total public use.

- b) Discuss the regional and local public benefits that will be provided by the project. Can residents from other counties of the District reasonably access and use the project? Explain.

- c) Are there any restrictions placed on commercial access or use of this site?

(For reviewer only)
(1-8 points)

4) TIMELINESS

- a) Describe current status of the project and present a reasonable and effective timeline for the completion of the project consistent with Attachment E-6.**

- b) Briefly explain any unique aspects of this project that could influence the project timeline.**

(For reviewer only)
(1-3 points)

5) COSTS & EFFICIENCY:

- a) List funding sources and the status and amount of the corresponding funding that will be utilized to complete this project.**

- b) Identify and describe any project costs that may be increased because of the materials utilized or specific site conditions.**

- c) Describe any methods to be utilized to increase the cost efficiency of this project.**

- d) If there are any fees associated with the use of this facility, please detail. In addition, please provide a listing of the fees charged by similar facilities, public and private, in the project area.**

(For reviewer only)
(1-6 points)

6) PROJECT VIABILITY:

- a) **What specific need in the community does this project fill? Is this project referenced or incorporated in an existing maritime management, public assess or comp plan?**

- b) **Clearly demonstrate how the project will continue to be maintained and funded after District funding is completed.**

- c) **Will the program result in significant and lasting benefits? Explain.**

- d) **Please describe any environmental benefits associated with this project.**

(For reviewer only)
(1-7 points)

SUB-TOTAL _____

**ATTACHMENT E-4A
DEVELOPMENT & CONSTRUCTION PROJECTS**

**WATERWAYS ASSISTANCE PROGRAM
APPLICATION AND EVALUATION WORKSHEET**

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS A
DEVELOPMENT OR CONSTRUCTION PROJECT BUT IS NOT AN INLET
MANAGEMENT OR BEACH RENOURISHMENT PROJECT.

7) PERMITTING:

- a) **Have all required environmental permits been applied for? (USACE, DEP and WMD)**
If permits are NOT required, explain why not.

- b) **If the project is a Phase I project, list the tasks scheduled to obtain the necessary permits and engineering work and provide a general cost estimate for the future Phase II work.**

- c) **Detail any significant impediments that may have been identified that would potentially delay the timely issuance of the required permits.**

(For reviewer only)
(1-4 points)

8) PROJECT DESIGN:

- a) Has the design work been completed? If this is a Phase I project, has a preliminary design been developed?**

- b) Are there unique beneficial aspects to the proposed design that enhance public usage or access, minimize environmental impacts, improve water quality or reduce costs?**

(For reviewer only)
(1-2 points)

9) CONSTRUCTION TECHNIQUES:

- a) Briefly explain the construction techniques to be utilized for this project. If a Phase 1, elaborate on potential techniques.**

- b) How are the utilized construction techniques appropriate for the project site?**

- c) Identify any unusual construction techniques that may increase or decrease the costs of the project.**

(For reviewer only)
(1-3 points)

10) CONSTRUCTION MATERIALS:

a) List the materials to be utilized for this project. What is the design life of the proposed materials compared to other available materials?

b) Identify any unique construction materials that may significantly alter the project costs.

(For reviewer only)
(1-3 points)

**RATING POINT
TOTAL** _____

(Note: The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.)

**ATTACHMENT E-4B
ENVIRONMENTAL EDUCATION PROJECTS**

**WATERWAYS ASSISTANCE PROGRAM
APPLICATION AND EVALUATION WORKSHEET**

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS AN
ENVIRONMENTAL EDUCATION PROJECT

7) THOROUGHNESS:

- a) **Who is the primary target audience or user group for the project and how were they identified?**

- b) **How have the needs of the target audience been evaluated and met?**

- c) **How many people will the program serve on an annual basis? What will be the measurable results?**

(For reviewer only)
(1-5 points)

8) DELIVERABLES:

- a) Describe the materials and project deliverables to be produced by this project.
- b) Is there a clear and effective plan of dissemination of the materials produced through the project? Please describe.

(For reviewer only)
(1-2 points)

9) EXPERIENCE & QUALIFICATIONS:

- a) Please briefly describe the qualifications of the program administrator(s), including prior experience, and areas of expertise.
- b) What previous projects of this nature have been completed by the program manager?

(For reviewer only)
(1-2 points)

10) PROJECT GOALS:

a) What are the long-term goals of this project as it relates to the ICW?

b) What is the expected duration/frequency of this program?

(For reviewer only)
(1-3 points)

RATING POINT
TOTAL _____

(Note: The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.)

**ATTACHMENT E-4C
LAW ENFORCEMENT & BOATING SAFETY PROJECTS**

**WATERWAYS ASSISTANCE PROGRAM
APPLICATION AND EVALUATION WORKSHEET**

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS A LAW
ENFORCEMENT OR BOATING SAFETY PROJECT

7) VIABILITY:

c) Describe how the project will address particular public health, safety, or welfare issues of the Navigation District's Waterways.

d) How does the project provide significant benefits or enhancements to the District's Waterways?

(For reviewer only)
(1-3 points)

8) EXPERIENCE & QUALIFICATIONS:

- a) **List the personnel tasked with the implementation of this project, their qualifications, previous training and experience.**

- b) **Have the personnel participated in or received state marine law enforcement training?**

(For reviewer only)
(1-2 points)

9) DELIVERABLES:

- a) **Describe the anticipated, long-term measurable results of implementing this project.**

- b) **What is the range or area of coverage for this project? Please provide a map of the coverage area.**

- c) **Does the project fulfill a particular community need?**

For reviewer only)
(1-4 points)

10) EDUCATION:

- a) What are the educational benefits (if any) of this proposed project?
- b) How does the project or program provide effective public boating education or expand boater safety?

(For reviewer only)
(1 -3 points)

**RATING POINT
TOTAL** _____

(Note: The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.)

ATTACHMENT E-4D
INLET MANAGEMENT and PUBLIC NAVIGATION PROJECTS

WATERWAYS ASSISTANCE PROGRAM
APPLICATION AND EVALUATION WORKSHEET

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS AN INLET
MANAGEMENT or PUBLIC NAVIGATION PROJECT

7) WATERWAY RELATIONSHIP:

- a) How does the project directly benefit the Atlantic Intracoastal Waterway (AICW)?

- b) Identify any long-term sedimentation problems and briefly discuss any methods or activities that will address these issues.

- c) Will the project inhibit sediment inflow into, or reduce the dredging frequency of the AICW?

(For reviewer only)
(1-5 points)

8) PUBLIC ACCESS:

- a) Will the project enhance public access to or from the waterways? Describe in brief detail.

- b) List the upstream publicly accessible facilities with improved access as a result of this project.

(For reviewer only)
(1 -3 points)

9) BENEFICIAL PROJECT ELEMENTS:

- a) Are there additional economic benefits to be realized by implementing this project?

- b) Briefly spell out any water quality, environmental or habitat benefits to be realized by this project.

(For reviewer only)
(1 -2 points)

10) PROJECT MAINTENANCE:

a) When was this area last dredged? What is the expected frequency of future dredging?

b) Explain the funding mechanism for the long-term maintenance of the project.

c) Describe the long-range dredge material management plans.

(For reviewer only)
(1 -2 points)

RATING POINT
TOTAL _____

(Note: The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.)

**ATTACHMENT E-4E
BEACH RENOURISHMENT PROJECTS**

**WATERWAYS ASSISTANCE PROGRAM
APPLICATION AND EVALUATION WORKSHEET**

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS A BEACH
RENOURISHMENT PROJECT

7) WATERWAY RELATIONSHIP:

- a) Describe how the District and other navigation interests will benefit from the implementation of this project.

(For reviewer only)
(1 -4 points)

8) VIABILITY:

- a) Is the project site defined as critically eroded area by a statewide beach management plan?
- b) Cite the quantifiable rate of erosion in this area.
- c) Is the project an important component of an overall beach management effort?

(For reviewer only)
(1 -4 points)

9) PUBLIC BENEFITS:

- a) Are there quantifiable public benefits demonstrated by the project?
- b) Is there adequate public access to the project area? Please describe location and amount.

(For reviewer only)
(1-2 points)

10) PROJECT FUNDING:

- a) Describe any assistance funding from other sources.

- b) Clarify the availability of long-term funding for this project.

(For reviewer only)
(1 -2 points)

RATING POINT
TOTAL _____

(Note: The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.)

**ATTACHMENT E-4F
EMERGENCY RE-CONSTRUCTION**

**WATERWAYS ASSISTANCE PROGRAM
APPLICATION AND EVALUATION WORKSHEET**

THIS ATTACHMENT IS TO BE COMPLETED ONLY IF YOUR PROJECT IS A
WATERWAY PROJECT THAT WAS DAMAGED BY A NATURAL DISASTER AS
DECLARED BY A STATE OF EMERGENCY UNDER CHAPTER 252, FLORIDA
STATUTES.

11 (Extra) STORM DAMAGE EVALUATION:

- a) List the State of Emergency declaration order or proclamation & the name and date of the storm/event.

- b) Has this site/project previously received funding from FIND

- c) Detail the other funding mechanisms and financial assistance that will be applied to defray the reconstruction costs or damage repair.

- d) What is the current status of your FEMA paperwork for the project?

(For reviewer only)
(0-3 points)

ATTACHMENT E-6
WATERWAYS ASSISTANCE PROGRAM 2020
PROJECT TIMELINE

Project Title:	
Applicant:	

The applicant is to present a detailed timeline on the accomplishment of the components of the proposed project including, as applicable, completion dates for: permitting, design, bidding, applicant approvals, initiation of construction and completion of construction.

NOTE: All funded activities must begin AFTER October 1st
(or be consistent with Rule 66B-2.005(3) - Pre-agreement expenses)

ATTACHMENT E-7

**RESOLUTION FOR ASSISTANCE 2020
UNDER THE FLORIDA INLAND NAVIGATION DISTRICT
WATERWAYS ASSISTANCE PROGRAM**

WHEREAS, THE _____ is interested in carrying out the
(Name of Agency)
following described project for the enjoyment of the citizenry of _____
and the State of Florida:

Project Title _____

Total Estimated Cost \$ _____

Brief Description of Project:

AND, Florida Inland Navigation District financial assistance is required for the program mentioned above,

NOW THEREFORE, be it resolved by the _____
(Name of Agency)
that the project described above be authorized,

AND, be it further resolved that said _____
(Name of Agency)

make application to the Florida Inland Navigation District in the amount of _____% of the
actual cost of the project in behalf of said _____
(Name of Agency)

AND, be it further resolved by the _____
(Name of Agency)
that it certifies to the following:

1. That it will accept the terms and conditions set forth in FIND Rule 66B-2 F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.
2. That it is in complete accord with the attached proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.

3. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said _____
_____ for public use.
(Name of Agency)

4. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P. L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by persons with disabilities as well as other federal, state and local laws, rules and requirements.

5. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.

6. That it will make available to FIND if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND.

This is to certify that the foregoing is a true and correct copy of a resolution duly and legally adopted by the _____ at a legal meeting held on this _____ day of _____ 20_____.

Attest

Signature

Title

Title

ATTACHMENT E-8

ATTORNEYS CERTIFICATION OF TITLE 2020

(See Rule 66B-2.006(4) & 2.008(2) FAC)

OFFICE OF THE (City or County) ATTORNEY
(Address)

_____, 2020

TO WHOM IT MAY CONCERN:

I, _____, am the Attorney for the (City or County), Florida. I hereby state that I have examined a copy of a (deed, lease, management agreement, etc.) from _____ to the (City or County) dated _____ conveying _____ (type of interest, ie. Fee simple, easement, 25 year lease, etc.) in the following described property:

(Brief Legal Description of Property)

I have also examined a document showing that this property is listed on the tax rolls as belonging to the (City or County). Finally, I have also examined such documents and records as necessary for this certification.

This property is what is now called "(Name of Property as Referenced in the WAP application)".

I certify that the (City or County) does in fact (own, lease, etc.) this property for _____ years.

Very truly yours,

(Name)
(City or County) Attorney

EXHIBIT 1 - RIVERWALK PARK CONCEPT AND PLAN AERIAL LOCATION MAP



ATTACHMENT E-8

ATTORNEYS CERTIFICATION OF TITLE 2020

(See Rule 66B-2.006(4) & 2.008(2) FAC)

OFFICE OF THE CITY OF PORT ORANGE ATTORNEY

1000 City Center Circle

Port Orange, Florida 32129

_____, 2020

TO WHOM IT MAY CONCERN:

I, Shannon K. Balmer, am Assistant City Attorney for the City of Port Orange, Florida. I hereby state that I have examined a copy of a deed from _____ to the City of Port Orange dated _____ conveying fee simple interest in the following described property:

(Brief Legal Description of Property)

I have also examined a document showing that this property is listed on the tax rolls as belonging to the City of Port Orange. Finally, I have also examined such documents and records as necessary for this certification.

This property is what is now called "(Name of Property as Referenced in the WAP application)".

I certify that the City of Port Orange does in fact own this property for _____ years.

Very truly yours,

Shannon K. Balmer
Assistant City Attorney
City of Port Orange



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 3/17/2020

Consent item: Yes

SUBJECT: (B9) Resolution No. 20-8 - Appropriate Fund Balance from Water and Sewer Fund (401) to cover River Water Main Repairs - Project URP011

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 20-8 to appropriate funds from the Water and Sewer fund balance for the emergency repair of the 16" water main underneath the Halifax River.

SUMMARY: Appropriate funds from the Water and Sewer fund balance for the emergency repair of the 16" water main underneath the Halifax River.

Project No.: Funding Account No.:

Presenter: Scott Neils, Lynn Stevens

ATTACHMENTS:

1.	h1 revised Bud Reso 20-8 - River Main Break Repairs CC 03-17-20	h1 revised Bud Reso 20-8 - River Main Break Repairs CC 03-17-20.docx
2.	h1 revised Bud Reso 20-8 Composite Exh A CC 03-17-20	h1 revised Bud Reso 20-8 Composite Exh A CC 03-17-20.xlsx

Julia Wiggins	Created/Initiated - 2/24/2020
Kynah Cockcroft	Approved - 2/25/2020
Julia Wiggins	Approved - 3/2/2020
Lynn Stevens	Approved - 3/2/2020
Kevin Fall	Approved - 3/2/2020
Scott Neils	Approved - 3/9/2020
Matthew Jones	Approved - 3/10/2020
Jake Johansson	Approved - 3/10/2020
Robin Fenwick	Final Approval - 3/10/2020

RESOLUTION NO. 20-8

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROPRIATING CAPITAL FUNDS FOR THE FISCAL YEAR 2020 BUDGET; TO BUDGET FOR REVENUE FROM THE EXISTING FUND BALANCE IN THE AMOUNT OF \$250,000 IN THE WATER AND SEWER OPERATIONS AND MAINTENANCE REVENUE FUND (401) AND APPROPRIATE TO THE INTERFUND TRANSFER EXPENDITURE ACCOUNT WITHIN THE WATER AND SEWER OPERATIONS AND MAINTENANCE REVENUE FUND (401); TO BUDGET REVENUE IN THE INTERFUND TRANSFER ACCOUNT AND TO APPROPRIATE TO PROJECT CAPITAL OUTLAY FOR THE RIVER WATER MAIN REPAIR PROJECT (URP011) WITHIN THE WATER AND SEWER RENEWAL AND REPLACEMENT FUND (403); SETTING FORTH REVENUES AND EXPENDITURES; AND PROVIDING FOR AN EFFECTIVE DATE;

WHEREAS, The City Council desires to designate and appropriate fund balance in the amount of \$250,000 in the Water and Sewer Operations and Maintenance Fund (401) and to designate and appropriate the transfer of such funds from the Water and Sewer Operations and Maintenance Revenue Fund (401) to the Water and Sewer Renewal and Replacement Fund (403) to provide additional funding for the River Water Main Repair Project (URP011); 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 Operations and Maintenance Revenue Fund - 401
Prepared: 3/2/2020 (revised 3/13/20)
Finance: Finance Staff

	Budget Increase / (Decrease)
Revenues:	
General Revenues - Other Financing Sources - Appropriated Equity	250,000
Total Revenues:	\$ 250,000
Expenditures:	
Capital Outlay - Water - Capital (Project URP011)	250,000
Other Financing Uses - Interfund Transfer Expense	250,000
Total Expenditures:	\$ 250,000

To budget for the use of Fund Balance and appropriate to the Interfund Transfer Expenditure account to provide additional funding for the River Water Main Repair Project URP011

Information for Budget Transfer					
Type	Cost Center	Ledger Acct Summary	Rev / Spend Category	Project	Amount
Revenue	General Revenues	Other Financing Sources	N/A	N/A	250,000
Total Revenues:					250,000
Expense	Other Financing Uses	Other Financing Uses	N/A	N/A	250,000
Total Expenditures:					250,000

FY2020 Water and Sewer Renewal and Replacment Fund - 403
Prepared: March 13, 2020
Finance: Finance Staff

	Budget Increase / (Decrease)
Revenues:	
Other Sources - Interfund Transfer Revenue	250,000
Total Revenues:	\$ 250,000
Expenditures:	
Capital Outlay - Water - Capital (Project URP011)	250,000
Total Expenditures:	\$ 250,000

To budget for the transfer of funds from the Water and Sewer Operations and Maintenance Revenue Fund (401) to provide additional funding for the River Water Main Repair Project URP011 within the Water and Sewer Renewal and Replacement Fund (403).

Information for Budget Transfer					
Type	Cost Center	Ledger Acct Summary	Rev / Spend Category	Project	Amount
Revenue	Other Sources - Non Operating	Interfund Transfer Revenue	N/A	N/A	250,000
Total Revenues:					250,000
Expense	Water and Sewer	600000 - Capital Outlay	Water- Capital Project	URP011	250,000
Total Expenditures:					250,000



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 3/17/2020

Consent item: Yes

SUBJECT: (B10) Resolution No. 20-9 - General Fund - Revenue - Tree Mitigation and FDLE JAG Grant

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 20-9.

SUMMARY: Administrative Budget Resolution - General Fund - Tree Mitigation, JAG Grant

Budgeting for Tree Mitigation Revenue received to date in FY20 \$5,090 and revenue received in FY19 \$4,072 and appropriate in Community Development Cost Center.

Budget for a Justice Assistance Grant \$10,000 from the Florida Department of Law Enforcement (FDLE) in the Police cost center to be used to purchase portable speed signs and traffic cones.

Project No.: Funding Account No.:

Presenter: Scott Neils

ATTACHMENTS:

1.	Budget Resolution No. 20-9 with exhibit	Bud Reso 20-9 - General Fund - Tree Mitigation Rev and JAG Grant CC 03-17-20 (1).pdf
2.	h2 Fully Executed 2020-JAGD-VOLU-4-Y6-038	h2 Fully Executed 2020-JAGD-VOLU-4-Y6-038.pdf
3.	h2 Mayor Signed Resolution No. 20-4 CC Agenda 2.4.20	h2 Mayor Signed Resolution No. 20-4 CC Agenda 2.4.20.pdf

Lupe Reyna-Coffin
Scott Neils
Scott Neils
Matthew Jones
Jake Johansson
Robin Fenwick

Created/Initiated - 2/24/2020
Approved - 2/25/2020
Approved - 2/25/2020
Approved - 3/4/2020
Approved - 3/6/2020
Final Approval - 3/9/2020

RESOLUTION NO. 20-9

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROPRIATING OPERATING FUNDS FOR THE FISCAL YEAR 2020 BUDGET; TO BUDGET THE FDLE JUSTICE ASSISTANCE GRANT; TO BUDGET FOR AND APPROPRIATE TREE MITIGATION REVENUE RECEIVED IN THE CURRENT YEAR AND TO APPROPRIATE FUND BALANCE FOR TREE MITIGATION FUNDS RECEIVED IN THE PRIOR YEAR; SETTING FORTH REVENUES AND EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City Council desires to budget for the Florida Department of Law Enforcement (FDLE) Grant 2020-JAGD-VOLU-4-Y6-038 in the amount of \$10,000 to be used to fund the purchase of portable speed signs and traffic cones; and

WHEREAS, the City Council desires to budget for tree mitigation revenue of \$5,090 received to date in the current year to be used for operating expenses in accordance with the provisions established in the Tree Mitigation Ordinance; and

WHEREAS, the City Council desires to designate and appropriate fund balance in the amount of \$4,072 for tree mitigation revenue received in the prior year to be used for operating expenses in accordance with the provisions established in the Tree Mitigation Ordinance; 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

Composite Exhibit A

Resolution No. 20-9

FY2020 General Fund - 001
 Prepared: February 24, 2020
 Finance: Finance Staff

		Budget Increase / (Decrease)
<u>Revenues:</u>		
Revenue	Federal Grants - Public Safety - JAG Grant	\$ 10,000
General Revenues - Tree Mitigation Fee (FY20)		5,090
General Revenues - Other Financing Sources (Appropriated Equity) FY19		4,072
Total Revenues:		\$ 19,162
<u>Expenditures:</u>		
Public Safety		10,000
Operating Supplies - Tree Mitigation Program		9,162
Total Expenditures:		\$ 19,162

To budget the approved Justice Assistance Grant (JAG) from Florida Dept of Law Enforcement (FDLE)

Grant 2020-JAGD-VOLU-4-Y6-038 \$10,000.

To budget for additional receipts of Tree Mitigation Fees in FY19 (from Fund Balance) and FY20 receipts to date.

<u>Information for Budget Amendment</u>					
Type	Cost Center	Ledger Acct Summary	Rev / Spend Category	Project	Amount
Revenue		330000	331 Federal Grants	N/A	10,000
Revenue	General Revenues	Other Financing Sources	Appropriated Fund Balance	N/A	4,072
Revenue	General Revenues	Permits	Tree Mitigation Fee	N/A	5,090
Total Revenues:					19,162
Expense	Police	540000 - Other Supplies and Expenses	Equipment Non-Capital	N/A	10,000
Expenses	Development Services	540000 - Other Supplies and Expenses	Other Operating Supplies	ZCV002	9,162
Total Expenditures:					19,162

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

CERTIFICATE OF SUBAWARD

Subrecipient: City of Port Orange

Subrecipient DUNS: 080827082

Date of Award: 01/02/2020

Grant Period: From: 10/01/2019 TO: 09/30/2020

Project Title: PORTABLE SPEED SIGNS AND TRAFFIC CONES

Subgrant Number: 2020-JAGD-VOLU-4-Y6-038

Federal Funds: \$10,000.00

Matching Funds: \$0.00

Total Project Cost: \$10,000.00

CFDA Number: 16.738

Federal Award Number: 2018-MU-BX-0292

Federal Awarding Agency: U.S. Department of Justice (USDOJ)

Pass-through Entity: Florida Department of Law Enforcement (FDLE)

Research and Development: No

Indirect Cost: No

A subaward agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the City of Port Orange (herein referred to as "Subrecipient");

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide federal financial assistance to the Subrecipient in accordance with the terms and conditions set forth in the subgrant agreement, and

WHEREAS, the Department has available funds resulting from a federal Edward R. Byrne Memorial Justice Assistance Grant award issued under Part E of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, and

WHEREAS, the Subrecipient and the Department have each affirmed they have read and understood the agreement in its entirety and the Subrecipient has provided an executed agreement to the Department.

NOW THEREFORE, in consideration of the foregoing:

A subaward is hereby made to the Subrecipient identified above. The subaward is for the amount and time period specified above.

This award is a cost-reimbursement agreement. Requests for reimbursement must be submitted on either a monthly or quarterly basis, as designated in the Financial Section of the agreement. The Subrecipient must maintain original supporting documentation for all funds expended and received under this agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s) and not eligible for payment under another state or federal funding source. Supporting documentation includes, but is not limited to: timesheets, activity reports, paystubs, third-party contracts, quotes, procurement documents, equipment inventory records,

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

CERTIFICATE OF SUBAWARD(CONTINUED)

purchase orders, original receipts, invoices, canceled checks or EFT records, or bank statements, as applicable. Payment shall be contingent upon the Department's grant manager receiving and accepting the invoice and requested supporting documentation.

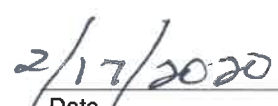
The Subrecipient must provide Performance Reports on either a monthly or quarterly basis, as designated in the Performance Section of the agreement, to the Department attesting to the progress toward deliverables and to validate the required minimum acceptable level of service performed. Performance Reports are due no later than 15 days after the end of each reporting period.

This award is subject to all applicable rules, regulations, and conditions as contained in the Office of Justice Programs (OJP) Financial Guide, and/or the Office of Management and Budget (OMB) Uniform Grant Requirements (2 C.F.R. Part 200), in their entirety. It is also subject to the standard and special conditions attached and such further rules, regulations and policies as may be reasonably prescribed by the State or Federal Government.

Failure to comply with provisions of this agreement, or failure to meet minimum performance specified in the agreement will result in required corrective action up to and including project costs being disallowed, withholding of federal funds and/or termination of the project, as specified within the terms of the agreement and OMB Uniform Guidance 200.338 - 200.342.



Authorized Official
Rona Kay Credit
Bureau Chief



Date

This award is subject to the special conditions (if any) prescribed below.

Ref# S40081: WITHHOLDING OF FUNDS: Within sixty (60) days of award, the City of Port Orange must submit a current EEO Cert, Plan, and/or Approval Letter to the Office of Criminal Justice Grants.

Ref# S41298: The City of Port Orange's procurement policy does not appear to comply with all federal procurement requirements outlined in the Office of Management and Budget (OMB) Uniform Requirements, 2 C.F.R. 200.317-326. All subaward procurements must comply with the standards identified in OMB's Uniform Requirements, and documentation must be maintained and provided to the Office of Criminal Justice Grants at monitoring.

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

ACCEPTANCE OF FEDERAL FUNDING ASSISTANCE

Subrecipient: City of Port Orange

Subgrant Number: 2020-JAGD-VOLU-4-Y6-038

Project Title: PORTABLE SPEED SIGNS AND TRAFFIC CONES

Pass-through Entity: Florida Department of Law Enforcement

This award is subject to all applicable rules, regulations, and conditions, as contained in the Department of Justice Grants Financial Guide, and the Office of Management and Budget Uniform Grant Requirements (2 C.F.R. Part 200). This award is also subject to the incorporated standard and special conditions, and such further rules, regulations, and policies as may be reasonably prescribed by the State or Federal Government.

In witness whereof, the parties affirm they each have read and understand the conditions set forth in this agreement, have read and understand the agreement in its entirety, and accept this agreement through the signature of their duly authorized officers on the date, month, and year set out below.

City of Port Orange

Authorizing Official (Commission Chairperson, Mayor, or Designated Representative)

Signature

Date

Printed Name and Title

Donald O. Burnette, Mayor

Port Orange Police Department

Authorizing Official (Official, Administrator, or Designated Representative)

Signature

01/08/2020

Date

Thomas R. Grimaldi, Chief of Police

Printed Name and Title

Florida Department of Law Enforcement

Office of Criminal Justice Grants

Signature

Date

Rona Kay Cradit, Bureau Chief

Printed Name and Title

RESOLUTION NO. 20-4

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORT ORANGE, VOLUSIA COUNTY, FLORIDA,
ACCEPTING FINANCIAL GRANT ASSISTANCE FROM THE
FLORIDA DEPARTMENT OF LAW ENFORCEMENT'S
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE
GRANT PROGRAM; AUTHORIZING THE MAYOR AND
CITY CLERK TO EXECUTE AGREEMENTS AND
CONTRACTS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Port Orange Police Department applied for a Florida Department of Law Enforcement (FDLE) 2018 Edward Byrne Memorial Justice Assistance Grant for the purchase of portable speed signs and traffic cones; and

WHEREAS, FDLE approved the grant application in the amount of \$10,000.00.

WHEREAS, the City Council of the City of Port Orange desires to accept the financial grant assistance from FDLE.

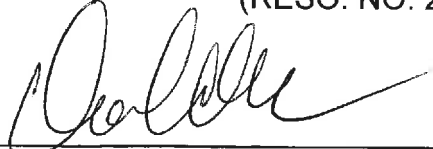
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA as follows:

Section 1. The City Council of the City of Port Orange hereby accepts the FDLE 2018 Edward Byrne Memorial Justice Assistance Grant in the amount of \$10,000.00.

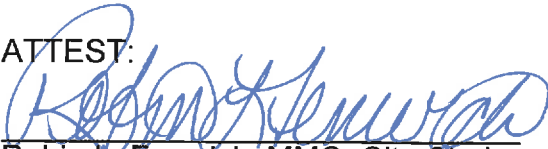
Section 2. The Mayor and the City Clerk of the City of Port Orange are hereby authorized to execute agreements or contracts necessary to implement this Resolution.

Section 3. This Resolution shall become effective immediately upon adoption.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]


MAYOR DONALD O. BURNETTE

ATTEST:


Robin L. Fenwick, MMC, City Clerk

Adopted on the 4 day of Feb, 2020

Reviewed and Approved: 
Matthew J. Jones, City Attorney





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 3/17/2020

Consent item: Yes

SUBJECT: (B11) Resolution No. 20-10 - Appropriate Fund Balance (Funds 301 and 312) to purchase property located at 4190 Spruce Creek Rd

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 20-10 to appropriate Fund Balance from Funds 301 and 312 to purchase property located at 4190 Spruce Creek Rd.

SUMMARY: Appropriate funding for the acquisition of real property located at 4190 Spruce Creek Road to allow for future road expansion to accommodate large commercial truck traffic accessing Eastport Business Park and commercial properties located nearby. This purchase was approved by City Council on January 21, 2020.

Project No.: Funding Account No.:

Presenter: Scott Neils, Lynn Stevens

ATTACHMENTS:

1.	Budget Reso 20-10	Budget Reso 20-10.pdf
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Lupe Reyna-Coffin

Scott Neils

Scott Neils

Matthew Jones

Jake Johansson

Robin Fenwick

Created/Initiated - 2/24/2020

Approved - 2/25/2020

Approved - 2/25/2020

Approved - 3/4/2020

Approved - 3/10/2020

Final Approval - 3/10/2020

RESOLUTION NO. 20-10

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROPRIATING CAPITAL FUNDS FOR THE FISCAL YEAR 2020 BUDGET; TO BUDGET FOR REVENUE IN THE AMOUNT OF \$275,500 FROM EXISTING AVAILABLE FUND EQUITY IN THE CAPITAL PROJECT FUND (FUND 301) AND THE TRANSPORTATION IMPACT FEE FUND (FUND 312); TO APPROPRIATE FUNDS FOR THE ACQUISITION OF REAL PROPERTY LOCATED AT 4190 SPRUCE CREEK ROAD IN THE AMOUNT OF \$275,500, INCLUDING ACQUISITION, DEMOLITION AND CLOSING COSTS; SETTING FORTH REVENUES AND EXPENDITURES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council desires to accomplish the acquisition of real property located at 4190 Spruce Creek Road to allow for future road expansion to accommodate large commercial truck traffic accessing Eastport Business Park and commercial properties located nearby, and

WHEREAS, the City Council desires to budget for the designation of funds in the amount of \$146,125 from the existing available unrestricted fund equity in the Capital Project Fund (Fund 301) to the appropriate capital asset account within the Public Works Cost Center to cover \$129,375 representing 50% of the purchase price, \$10,000 estimated demolition costs, and \$6,750 for closing costs; and

WHEREAS, the City Council desires to budget for designation of funds in the amount of \$129,375 from the available fund equity in the Transportation Impact Fees Fund (Fund 312) representing 50% of the purchase price;

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 capital asset account for the designated acquisition and perimeter fencing project.

Section 2. The Budget item adopted in the preceding section shall govern the outlay 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 affected 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 Capital Projects Fund (301)
Prepared: February 24, 2020
Finance: Finance Staff

**Budget Increase /
(Decrease)**

Revenues:

General Revenues - Other Financing Sources (Appropriated Equity)

146,125

Total Revenues: \$ 146,125

Expenditures:

Capital Outlay - Land

146,125

Total Expenditures:	\$	146,125
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Purchase of property located at 4190 Sspruce Creek Road - to allow for future road expansion to accommodate large commercial truck traffic accessing Eastport Business Park and commercial properties located nearby.

Fund 301 - 50% of purchase price \$129,375, estimated demolition costs \$10,000, closing costs \$6,750 total \$146,125

Information for Budget Transfer						
Type	Cost Center	Ledger Acct Summary	Revenue Category	Spend Category	Project	Amount
Revenue	General Revenues	Other Financing Sources	N/A	N/A	N/A	146,125
Total Revenues:						146,125
Expense	Public Works	600000 - Capital Outlay	N/A	Land	N/A	146,125
Total Expenditures:						146,125

Resolution No. 20-10

	Budget Increase / (Decrease)
<u>Revenues:</u>	
General Revenues - Other Financing Sources (Appropriated Equity)	129,375

Total Revenues:	\$ 129,375
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Capital Outlay - Land	129,375
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Total Expenditures:	\$ 129,375
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Fund 312 - 50% of purchase price \$129,375

Information for Budget Transfer						
Type	Cost Center	Ledger Acct Summary	Rev Category	Spend Category	Project	Amount
Revenue	General Revenues	Other Financing Sources	N/A	N/A	N/A	129,375
Total Revenues:						129,375
Expense	Public Works	60000 - Capital Outlay	N/A	Land	N/A	129,375
Total Expenditures:						129,375



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 3/17/2020

Consent item: Yes

SUBJECT: (B12) Resolution No. 20-11 - Quit-Claim Deed - Overlook Trail Frontage

DEPARTMENT: Public Utilities

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 11 to return the 30-foot parcel at Overlook Trail, PID#6328-00-00-009C, to the private ownership RCW Holdings, Ltd and authorize the City Manager and City Clerk to execute all documents required.

SUMMARY: In 2004, RCW Holdings, Ltd deeded 30 feet of frontage property in front of 704 Overlook Trail to the City as part of a watermain extension project. The construction and as-built plans show that the subject 30-ft. strip was not needed for the project. The private landowner has requested the return of the 30-ft. strip for frontage access to the road by 704 Overlook Trail. The property frontage will include the same road and utility easement consistent with the remaining portion of the roadway. Public Utilities and Public Works have reviewed the request as relates to the respective interests and have no objection to returning the land to the private owner. Parcel ID: 6328-00-00-009C

Project No.: Funding Account No.:

Presenter: Lynn Stevens

ATTACHMENTS:

1.	Resolution No. 20-11 with exhibit	Reso No 20-11 QCD for Overlook.pdf
2.	Quit Claim Deed from City to RCW Holdings LP	CA_final+1-Quit Claim Deed to Williams 2 25 2020 (2).pdf
3.	Memo - Reconveyance of Road Frontage at 704 Overlook Tr	Reconveyance of Road Frontage at 704 Overlook Tr.pdf
4.	Watermain extension project as built sheets	_RCW-6328-00-00-009C-Exhibit.pdf
5.	Deed from RCW Holdings LP to City ORB 5303 Page 868	5303-0868 30-ft Overlook Tr - South side at Corner.pdf
6.	VicinityMap_63280000009C	VicinityMap_63280000009C.pdf

Kynah Cockcroft
Kynah Cockcroft

Created/Initiated - 2/11/2020
Approved - 2/11/2020

Julia Wiggins	Approved - 2/11/2020
Steve Parnell	Approved - 2/11/2020
Lynn Stevens	Approved - 2/19/2020
Scott Neils	Approved - 2/25/2020
Matthew Jones	Approved - 3/10/2020
Jake Johansson	Approved - 3/10/2020
Robin Fenwick	Final Approval - 3/10/2020

RESOLUTION NO. 20-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AUTHORIZING THE CONVEYANCE OF A THIRTY FOOT PARCEL OF REAL PROPERTY IDENTIFIED AS PARCEL NO. 6328-00-00-009C; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A QUIT CLAIM DEED; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, RCW Holdings L.P., conveyed a Thirty (30) foot parcel of land (“Property”) to the City of Port Orange in 2004 for road and utility purposes, said deed of record in Official Records Book 5303, Page 868, Public Records of Volusia County, Florida; and

WHEREAS, the City Council of the City of Port Orange finds that the Property is no longer needed for the purposes in which the Property was originally conveyed; and

WHEREAS, RCW Holdings, L.P. has requested return of said Property; and

WHEREAS, the City Council of the City of Port Orange has the power and authority to convey property in accordance with Chapter 166, Florida Statutes; and

WHEREAS, the City Council of the City of Port Orange has determined that the Property is not presently in use for the intended purpose and that there is no future plan to use the Property for city road and utility purposes requiring fee simple ownership of the Property, adjoining and neighboring owners of the Property will not be adversely affected by the conveyance of the Property and it is in the best interest and welfare of the City of Port Orange and the citizens thereof to convey the Property as more particularly described herein below.

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

Section 1. The fee simple interest of the City of Port Orange, Volusia County, Florida, in the following described Property shall be conveyed pursuant to a Quit Claim Deed from City of Port Orange to

RCW Holdings, L.P., subject to a roadway and utility easement. The Property being more particularly described as follows:

**The North 30 feet of the West 1/2 of the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 28, Township 16 South, Range 33 East, Volusia County, Florida subject to a road and utility easement on the said North 30 feet.
PARCEL NO. 6328-00-00-009C**

Section 2. The Mayor and City Clerk are hereby authorized and directed to execute a Quit Claim Deed in substantially the form attached hereto and marked as **Exhibit "A"**, incorporated herein by reference, upon approval by the City Attorney.

Section 3. If any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held invalid or unconstitutional by any court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application thereof.

Section 4. That all resolutions made in conflict with this resolution are hereby repealed.

Section 5. 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: _____
Shannon K. Balmer, Assistant City Attorney

EXHIBIT "A"

This Instrument Prepared by: Linda
D Johnson ACP, R/W-NAC Under
Direction of:
Shannon K. Balmer
Assistant City Attorney
City of Port Orange, Florida
1000 City Center Circle
Port Orange FL 32129

Parcel No. 6328-00-00-009C

QUIT CLAIM DEED

THIS INDENTURE made this ____ day of _____, 2020, by and between **CITY OF PORT ORANGE, FLORIDA, a chartered municipality**, located in Volusia County, Florida, having as its business office and mailing address: 1000 City Center Circle, Port Orange FL 32129, the "Grantor;" and **RCW HOLDINGS, L.P., a Florida Limited Partnership**, post office address: 704 Overlook Trail, Port Orange, FL 32127-7501, hereinafter referred to as the "Grantee:"

WITNESSETH: That the said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations, to said Grantor, in hand paid by the said Grantee, the receipt of whereof is hereby acknowledged, does hereby remise, release, and quitclaim to said Grantee, its successors and assigns forever, all the right, title and interest, claim and demand which the Grantor has in and to the following-described lot, piece or parcel of land; situate, lying and being in the County of Volusia, State of Florida, to-wit:

The North 30 feet of the West 1/2 of the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 28, Township 16 South, Range 33 East, Volusia County, Florida subject to a road and utility easement on the said North 30 feet, previously conveyed to the City of Port Orange, FL for roadway purposes in a Quit Claim Deed as recorded in Official Records Book 5303, Page 868, Public Records, Volusia County, Florida; now which transfer and disposal of said lands was approved by Resolution No. 20-11.

Parcel No. 6328-00-00-009C

TO HAVE AND TO HOLD the same together with all and singular appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien equity, and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit, and behoof of the Grantee, forever.

IN WITNESS WHEREOF, the Grantor has caused this Quitclaim Deed to be executed under seal and on its behalf by its duly authorized representatives on the date first written.

WITNESSES:

CITY OF PORT ORANGE, FLORIDA
a Chartered Municipal Corporation

Print Name Above

By: _____
Donald O. Burnette, Mayor

Print Name Above

Attest: _____
Robin L. Fenwick MMC, City Clerk

Print Name Above

Print Name Above

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** as Mayor of the City of Port Orange, Florida, a chartered municipal corporation, who acknowledged that he is duly authorized to execute the foregoing Quit-Claim Deed on behalf of the City. He is personally known to me.

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

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 L. Fenwick** as City Clerk of the City of Port Orange, Florida, a chartered municipal corporation, who acknowledged that she is duly authorized to execute the foregoing Quit-Claim Deed on behalf of the City. She is personally known to me.

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

This Instrument Prepared by: Linda
D Johnson ACP, R/W-NAC Under
Direction of:
Shannon K. Balmer
Assistant City Attorney
City of Port Orange, Florida
1000 City Center Circle
Port Orange FL 32129

Parcel No. 6328-00-00-009C

QUIT CLAIM DEED

THIS INDENTURE made this ____ day of _____, 2020, by and between **CITY OF PORT ORANGE, FLORIDA, a chartered municipality**, located in Volusia County, Florida, having as its business office and mailing address: 1000 City Center Circle, Port Orange FL 32129, the "Grantor;" and **RCW HOLDINGS, L.P., a Florida Limited Partnership**, post office address: 704 Overlook Trail, Port Orange, FL 32127-7501, hereinafter referred to as the "Grantee:"

WITNESSETH: That the said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations, to said Grantor, in hand paid by the said Grantee, the receipt of whereof is hereby acknowledged, does hereby remise, release, and quitclaim to said Grantee, its successors and assigns forever, all the right, title and interest, claim and demand which the Grantor has in and to the following-described lot, piece or parcel of land; situate, lying and being in the County of Volusia, State of Florida, to-wit:

The North 30 feet of the West 1/2 of the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 28, Township 16 South, Range 33 East, Volusia County, Florida subject to a road and utility easement on the said North 30 feet, previously conveyed to the City of Port Orange, FL for roadway purposes in a Quit Claim Deed as recorded in Official Records Book 5303, Page 868, Public Records, Volusia County, Florida; now which transfer and disposal of said lands was approved by Resolution No. 20-11.

Parcel No. 6328-00-00-009C

TO HAVE AND TO HOLD the same together with all and singular appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien equity, and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit, and behoof of the Grantee, forever.

IN WITNESS WHEREOF, the Grantor has caused this Quitclaim Deed to be executed under seal and on its behalf by its duly authorized representatives on the date first written.

WITNESSES:

CITY OF PORT ORANGE, FLORIDA
a Chartered Municipal Corporation

Print Name Above

By: _____
Donald O. Burnette, Mayor

Print Name Above

Attest: _____
Robin L. Fenwick MMC, City Clerk

Print Name Above

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** as Mayor of the City of Port Orange, Florida, a chartered municipal corporation, who acknowledged that he is duly authorized to execute the foregoing Quit-Claim Deed on behalf of the City. He is personally known to me.

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

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 L. Fenwick** as City Clerk of the City of Port Orange, Florida, a chartered municipal corporation, who acknowledged that she is duly authorized to execute the foregoing Quit-Claim Deed on behalf of the City. She is personally known to me.

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



CITY OF PORT ORANGE

Public Works & Utilities Department

TO: M.H.Johansson, City Manager

FROM: Lynn Stevens, Public Works & Utilities Director

DATE: February 19, 2020

SUBJECT: Reconveyance of 30-ft Road Frontage at 704 Overlook Trail

REQUEST:

The Public Works & Utilities Department is requesting City Council approval of the quit-claim deed for the 30-ft. road frontage, Parcel ID# 6328-00-00-009C, 704 Overlook Trail.

PURPOSE:

The purpose of this request is the return to the parent parcel access to Overlook Trail.

CONSIDERATION:

In 2004, RCW Holdings, Ltd deeded 30 feet of frontage property in front of 704 Overlook Trail to the City for a sum of \$1. This was done as part of a watermain extension project on "Overlook Trail and Rutter Road. The construction and as-built plans show that the subject 30-ft. strip was not needed for the project. The private landowner has requested the return of the 30-ft. strip for frontage access to the road by 704 Overlook Trail. The property frontage will provide the same road and utility easement area consistent with properties on Overlook Trail. Public Utilities and Public Works have reviewed the request as relates to the respective interests and have no objection to returning the land to the private owner.

FUNDING:

The costs associated with this item is limited to fees charged by Clerk of Circuit Court for recording in the public land records of the Quit-Claim Deed and certified copy of Resolution approving the conveyance.

RECOMMENDATION:

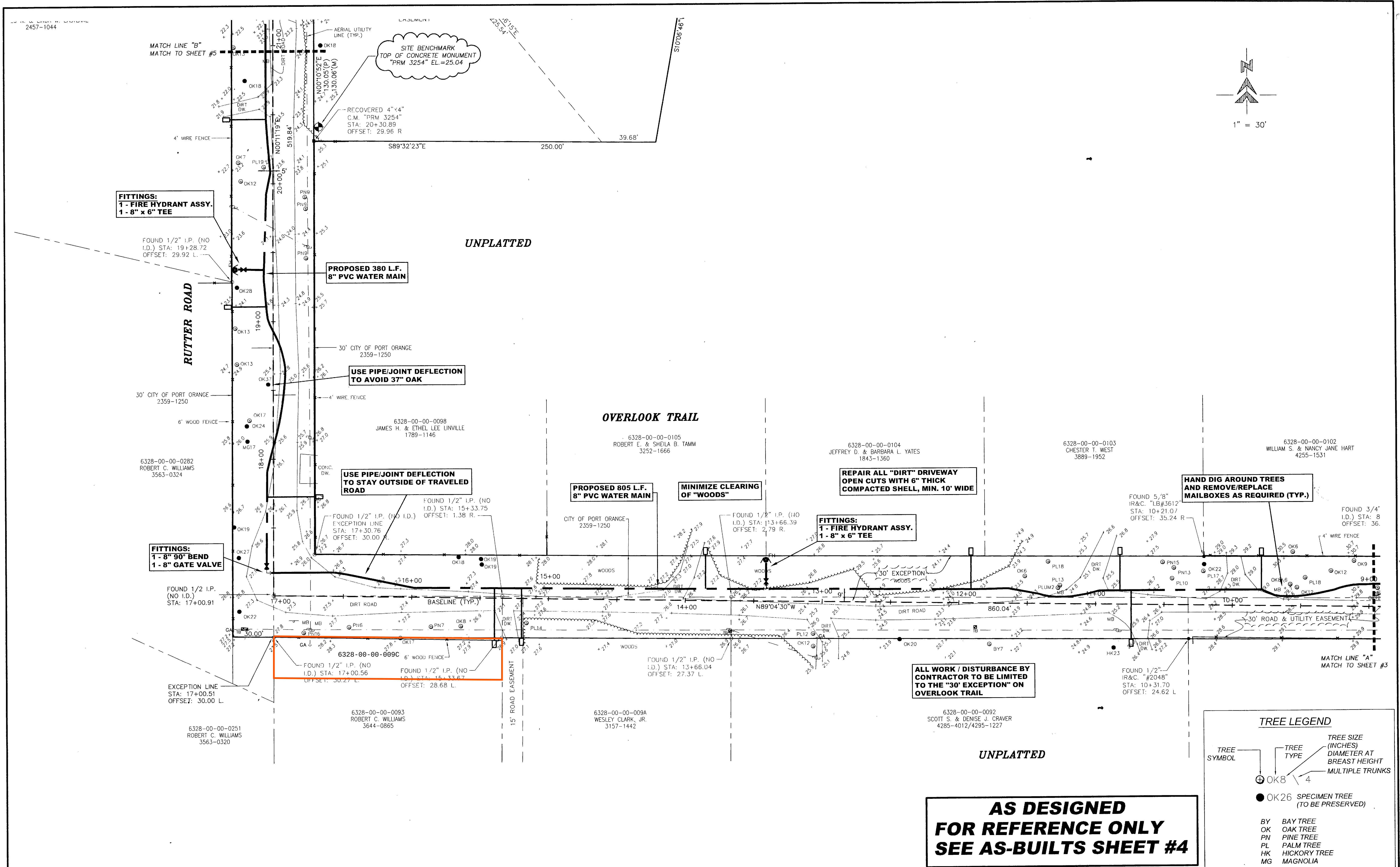
The Public Works & Utilities Department recommends City Council approve the quit-claim deed for the 30-ft. road frontage, Parcel ID# 6328-00-00-009C, 704 Overlook Trail.

ATTACHMENTS:

- a) Vicinity Map
- b) Proposed Quit-Claim Deed
- c) 2004 Quit Claim Deed filed at OR Book 5303, Page 868, PRVCF

d) Overlook Trail Watermain Extension Plan Sheet No. 4A

C:\cadd\PORT ORANGE\OVERLOOK TRAIL\as-builts\overlook_trail_base_2_AB.dwg, 1/19/2001 08:27:11 AM, PEJ



				QUENTIN L. HAMPTON ASSOCIATES, INC.				CITY OF				OVERLOOK TRAIL				PLAN				RICHARD W. FERNANDEZ, P.E. 14722				DESIGNED				DAK				DATE				02/01				SCALE				SHEET NO.											
				CONSULTING ENGINEERS				PORT ORANGE				WATERMAIN EXTENSION								MARK A. HAMPTON, P.E. 27391				DRAWN				PEJ				DATE				02/01				AS SHOWN				4A											
				FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 626				VOLUSIA COUNTY, FLORIDA												BRADLEY T. BLAIS, P.E. 47130				CHECKED				---				DATE				---				JOB NO.															
				FAX 904 761-3977																DAVID A. KING, P.E. 50609				APPROVED				---				DATE				---																			
				P.O. DRAWER 290247 PORT ORANGE, FLORIDA 32129-0247 904 761-8810																																																			
NO				BY				REVISIONS				DATE																																											

04/23/2004 08:54 AM
Doc stamps .70
(Transfer Amt \$ 1)
Instrument# 2004-096497
Book : 5303
Page : 868

This Instrument Prepared by
City of Port Orange, Florida
Return to: Deputy City Clerk
1000 City Center Circle
Port Orange FL 32129

Part of Parcel No. 6328-00-00-0093

Space Reserved for Recording Data

QUIT CLAIM DEED

THIS INDENTURE made this 21st day of April, 2004,
by and between RCW HOLDINGS, Ltd., a Florida Limited Partnership
704 Overlook Trail, Port Orange FL 32119, the "Grantor," and the
CITY OF PORT ORANGE, FLORIDA, a chartered municipality, located in
Volusia County, Florida, having as its business office mailing
address: 1000 City Center Circle, Port Orange FL 32129, hereinafter
referred to as the "Grantee:"

W I T N E S S T H :

Grantor, for and in consideration of the sum of One Dollar
(\$1.00) and other good and valuable considerations, to it paid by
Grantee, the receipt of which is acknowledged, does hereby remise,
release, and forever quitclaim to Grantee, its successors and
assigns, all its right, title and interest, claim and demand which
the Grantor has in and to the following-described lot, piece or
parcel of real property, situated in the County of Volusia, State
of Florida, more particularly described as follows:

The North Thirty (30) feet of the following described property:

**The West 1/2 of the West 1/2 of the Southwest 1/4 of the
Southeast 1/4 of the Northwest 1/4 of Section 28, Township 16
South, Range 33 East, Volusia County, Florida; SUBJECT to a Road
and Utility Easement on the North 30 feet thereof.**

TO HAVE AND TO HOLD the same together with all and singular
appurtenances thereunto belonging or in anywise appertaining, and
all the estate, right, title, interest, lien and equity and claim
whatsoever of the first party, either in law or equity, to the only
proper use, benefit, and behoof of the Grantee, forever.

IN WITNESS WHEREOF, the Grantor has caused this Quitclaim Deed to be signed by its duly authorized representative on the date first written.

Signed in the presence of:

Richard E. Stearns
Printed Name: Richard E. Stearns

Linda Johnson
Printed Name: Linda Johnson

RCW HOLDINGS, LTD., a Florida
Limited Partnership

By its General Partner
TREBOR EQ, LLC, a Florida
Limited Liability Company

Robert C. Williams
Name: Robert C. Williams
Title: Manager

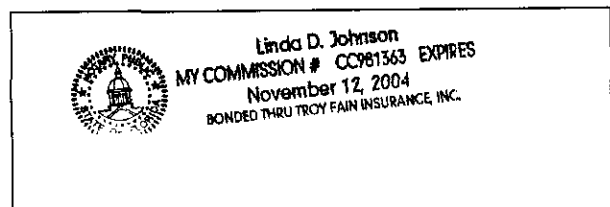
STATE OF FLORIDA
COUNTY OF VOLUSIA

ON THIS DAY, personally appeared before me, the undersigned authority, Robert C. Williams, the Manager of TREBOR EQ, LLC, a Florida Limited Liability Company, as General Partner for RCW HOLDINGS, LTD., a Florida Limited Partnership, described as the Grantor in and who executed the foregoing quitclaim deed, and he acknowledged before me that he is a duly authorized representative of the Grantor, that he executed the foregoing quitclaim deed freely and voluntarily and for the purposes expressed, and that he is (Notary, please check one) ☒ personally known to me, or ☐ provided the following as identification:

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the State and County aforesaid this 21st day of April, 2004.

Linda Johnson
NOTARY PUBLIC, State of Florida at Large

Printed Name, Commission and Term Expiration Date:







CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 3/17/2020

Consent item: Yes

SUBJECT: (B13) Approval of Major Special Event Request - 2020 Special Olympics Florida Law Enforcement Torch Run, hosted by the Port Orange Police Department

DEPARTMENT: Community Development

GOAL: N/A

RECOMMENDED MOTION: Move to approve the Special Event request for the 2020 Special Olympics Florida Law Enforcement Torch Run located 4009 Halifax Drive and 3999 Ridgewood Avenue, subject to the attached conditions.

SUMMARY: The applicant, Ofc. Evan Doyle, Community Relations and Public Information Officer, on behalf of the Port Orange Police Department, is requesting a special event, for the 37th annual Special Olympics Florida Law Enforcement Torch Run. The proposed hours of the event are from 8:00 a.m. until 10:00 a.m. on Saturday, April 11, 2020.

The Special Olympics Florida Law Enforcement Torch Run is part of the 1,500 mile intrastate Flame of Hope torch relay that join federal, state and local law enforcement and correctional officers across Florida. The Flame of Hope torch will travel through Florida's 67 counties to its destination, Lake Buena Vista, at the Opening Ceremony of the Special Olympics Florida State Summer Games in May. The Florida Law Enforcement Torch Run is the largest annual public relations and fund-raising event for Special Olympics of Florida, and all proceeds from this event will directly benefit the Special Olympics of Florida.

The Florida Law Enforcement Torch Run is not a competitive or timed run, but rather an event to raise awareness and serve as a fundraising event for the Special Olympics Florida. The race route will begin and end at Aunt Catfish Restaurant, 4009 Halifax Drive. At the end of Halifax Drive the race participants will turn right and head east on Dunlawton Avenue over the bridge and turn around at Peninsula Drive and head west back over the bridge. The proposed race route is entirely within the Port Orange City limits.

Parking for the event will be in the City's lot across from Aunt Catfish's, and the lots utilized by Aunt Catfish's and La Cantina Cocina Mexicana. The Volusia County Sheriff's Office will provide portable restroom facilities for participants. Clean up for the event will occur immediately after.

The Port Orange Police Department has also requested the surety bond be waived. The cost of the surety bond is determined by the City Council as outlined in Chapter 58, Article III, of the City of Port Orange Code of Ordinances, and has generally been set at

\$250 when required. City Council has generally waived the surety bond for other events the City has been a sponsor or joint sponsor in the past, and staff conditions allow the waiver. Should Council choose to require the bond, the conditions will need to be revised.

The proposed event has been reviewed by the Police, Fire, Parks and Recreation, Public Works, and Community Development departments. The Port Orange Police Department along with mutual aid from other Law Enforcement agencies, and the Port Orange Public Works Department, will provide the support and equipment (cones, barricades, lights, etc.) to assist the event with traffic control and safety concerns. The Port Orange Police Department will coordinate with the Port Orange Public Works Department for Public Works services and all charges for equipment (barricades, lights, etc.) used for this event for traffic control.

Project No.: Funding Account No.:

Presenter: Tim Burman

ATTACHMENTS:

1.	Staff Recommendations	Staff Recommendations.pdf
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Briana Conlan-King	Created/Initiated - 2/24/2020
Tim Burman	Approved - 2/25/2020
Thomas Grimaldi	Approved - 2/25/2020
Ronny Buttrum	Approved - 2/26/2020
Jake Johansson	Approved - 2/26/2020
Robin Fenwick	Final Approval - 3/2/2020

RECOMMENDATION:

Staff recommends approval of the – 2020 Special Olympics Florida Law Enforcement Torch Run, subject to the following conditions:

1. **Applicant will provide the support and equipment (cones, barricades, lights, etc.) to assist the event with traffic control and safety concerns.**
2. Hours of the event shall be from 8:00 a.m. until 10:00 a.m.
3. Access shall be maintained for all emergency vehicles.
4. Event organizers are required to delineate the event area from the vehicular driving and parking area with cones, ropes and/or barricades where necessary.
5. All areas used for this function shall be handicapped-accessible. Handicapped parking is to remain open and accessible for the event.
6. A temporary sign permit shall be required for the one banner permitted for this event. An application shall be submitted at least two weeks prior to the event for permit approval.
7. All trash generated along the route must be picked up and disposed of at the end of the event along with any debris at the event sites.
8. Amplified speaker systems must comply with the City noise ordinance (Code of Ordinances, Chapter 42, Article IV, Section 42 Noise regulations).
9. All public restroom facilities must remain open to the public.
13. A post-race inspection will be completed the first scheduled workday after the race to ensure all trash and debris generated along the route, along with any trash and debris at any of the event sites was removed.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 3/17/2020

Consent item: No

SUBJECT: (B14) Acceptance of an Ambulance Donation from Edgewater Fire Department

DEPARTMENT: Fire/Rescue Services

GOAL:

RECOMMENDED MOTION: Move to accept the donation of an ambulance from the Edgewater Fire Department.

SUMMARY: This is a request to accept a donated ambulance from the city of Edgewater. This unit is one of their back ups that they no longer use. It is a 2005 International/MedTec with 147,000 miles. We intend to use it as a back up when our ambulance is out of service for repairs or preventative maintenance.

The average values of like model ambulance units range from \$18-50K.

Maintenance records have been reviewed by the fleet manager and determined the average maintenance cost for this unit to be approx. \$11.5K/year with a cost per mile of \$1.64. Our fleet insurance would not increase this fiscal year but would increase in FY21 by a small amount. Our revenue generated from Transport can support the upkeep of this unit and with increased in-service time will also increase revenue generation. The Fleet Manager and Fire Chief recommend we accept this unit as our back up.

Project No.: Funding Account No.:

Presenter: Ken Fustin

ATTACHMENTS:

1.	Scan0150	Scan0150.pdf
2.	IMG_0755	IMG_0755.jpeg

Krista Williams
Ken Fustin
Jake Johansson
Robin Fenwick

Created/Initiated - 2/21/2020
Approved - 2/21/2020
Approved - 2/27/2020
Final Approval - 3/2/2020

City of Edgewater
 409 Mango Tree Dr
 Edgewater, FL. 32132
 Phone - 386-424-2400 Fax - 386-424-2480

Customer and Vehicle Report

Print Date: 02/20/2020

Fire Dept

Average Daily Mileage: 10

Vehicle: 2005 International - 4300SBA, 2034/R59

Odometer in: 145,506 Odometer Out: 0

Invoice: 008764, Posted On: 11/09/2018

Invoice: 006704, Fused On: 11/06/06										
Time	Description	Part No.	Category	Technician	Qty	Sale	Ext'd	Price	Rate	
-	1406 100 Order Air Drier From Maudlin International will Deliver in Morning				1.00	478.79	478.79	478.79		
-	Air Dryer	BX109477X		Dicy Hall	3.00	3.00	3.00		1.00	
3.00	Air supply system will not air up.									
	Checked air supply issue. Found air dryer was not applying air to compressor governor. Removed and installed new air dryer.									
-	5/8 union KIMBALL MIDWEST	1462X10			1.00	15.22	15.22	15.22		
Totals for Invoice:			Parts	Labor	Discount	Subtotal	Haz Mat	Supplies	Tax	Total
			494.01	3.00	0.00	497.01	0.00	2.00	0.00	499.01

Odometer in: 144,836 Odometer Out: 0

Invoice: 008553, Posted On: 09/06/2018

Invoice: 000000, Posted On: 00/00/2000									
Time Description	Part No.	Category	Technician	Qty	Sale	Extra	Price	Rate	
1.00 Needs heart monitor bracket installed Installed new bracket.			Dicy Hall	1.00	1.00	1.00		1.00	
Totals for Invoice:		Parts	Labor	Discount	Subtotal	Haz Mat	Supplies	Tax	Total
		0.00	1.00	0.00	1.00	0.00	2.00	0.00	3.00

Odometer in: 144,801 Odometer Out: 0

Invoice: 008519, Posted On: 08/29/2018

Time Description	Part No.	Category	Technician	Qty	Sale	Ext'd	Price	Rate
- Cam Sensor Kit	1885812C91			1.00	229.83	229.83	229.83	
- Air governor	OR275491		Dicy Hall	1.00	15.21	15.21	15.21	
2.00 Runs rough				2.00	2.00	2.00		1.00

Customer and Vehicle Report

Print Date: 02/20/2020

Fire Dept

Vehicle: 2005 International - 4300SBA, 2034/R59

Average Daily Mileage: 10

Invoice: 008519, Posted On: 08/29/2018

Odometer in: 144,801 Odometer Out: 0

Time Description	Part No.	Category	Technician	Qty	Sale	Extd	Price	Rate
Checked running issue. Found code for bad cam position transducer. Removed and installed new transducer. Checked ok.								
Totals for Invoice:	Parts	Labor	Discount	Subtotal	Haz Mat	Supplies	Tax	Total
	245.04	2.00	0.00	247.04	0.00	2.00	0.00	249.04

Odometer in: 144,765 Odometer Out: 0

Invoice: 008504, Posted On: 08/24/2018								
Time Description	Part No.	Category	Technician	Qty	Sale	Extd	Price	Rate
- Running Rough			Steve M		0.00	0.00		1.00
Scan ECM for codes No active Trouble codes remove and Replace Both Fuel Filters								
- FUEL FILTER	33403			1.00	8.37	8.37	8.37	
- Fuel filter water separator	3232		Steve M	1.00	33.28	33.28	33.28	
1.00 RUNNING ROUGH				1.00	1.00	1.00		1.00
REPLACED BOTH FUEL FILTERS ROAD TESTED OK								
Totals for Invoice:	Parts	Labor	Discount	Subtotal	Haz Mat	Supplies	Tax	Total
	41.65	1.00	0.00	42.65	0.00	2.00	0.00	44.65

Odometer in: 144,340 Odometer Out: 0

Invoice: 008302, Posted On: 05/31/2018								
Time Description	Part No.	Category	Technician	Qty	Sale	Extd	Price	Rate
- GROUP 34-STUD 925CCA	RB31-S		Dicy Hall	3.00	71.39	214.17	71.39	
2.00 Service call to ST57. Will not start				2.00	2.00	2.00		1.00
Checked batteries. Found bad. Removed and installed new batteries. Checked shoreline charger. Found bad 110V plug on station outlet.								
Totals for Invoice:	Parts	Labor	Discount	Subtotal	Haz Mat	Supplies	Tax	Total
	214.17	2.00	0.00	216.17	0.00	2.00	0.00	218.17

Customer and Vehicle Report

Print Date: 02/20/2020

Fire Dept

Vehicle: 2005 International - 4300SBA, 2034/R59

Average Daily Mileage: 10

Invoice: 008292, Posted On: 05/31/2018

Odometer in: 144,377 Odometer Out: 0

Time Description	Part No.	Category	Technician	Qty	Sale	Extd	Price	Rate
2.00 Rear A/C Not Working Checked A/C. Found rear condensers fans not working. Remove and installed new fans. Checked ok. (Warranted)			Dicy Hall	2.00	2.00	2.00		1.00
Totals for Invoice:					0.00	2.00	0.00	4.00

Invoice: 008147, Posted On: 03/27/2018

Odometer in: 143,322 Odometer Out: 0

Time Description	Part No.	Category	Technician	Qty	Sale	Extd	Price	Rate
3.00 Air leak. Could not duplicate problem			Dicy Hall	3.00	3.00	3.00		1.00
- Brake Cleaner	BC			1.00	2.48	2.48		2.48
Totals for Invoice:					2.48	2.00	0.00	7.48

Invoice: 007945, Posted On: 01/23/2018

Odometer in: 143,644 Odometer Out: 0

Time Description	Part No.	Category	Technician	Qty	Sale	Extd	Price	Rate
1.00 NO HEAT AIR LEAK TURNED VALVES ON FOR HEAT AND FIXED AIR LEAK AT FIRE WALL			Mike Shaw	1.00	1.00	1.00		1.00
Totals for Invoice:					0.00	1.00	0.00	3.00

Invoice: 007910, Posted On: 01/10/2018

Odometer in: 143,503 Odometer Out: 0

Time Description	Part No.	Category	Technician	Qty	Sale	Extd	Price	Rate
- GROUP 31-STUD 925CCA	RB31-S		Dicy Hall	3.00	71.39	214.17		1.00
2.00 Service call to st59. R59 will not start. Checked R59. Needs new batteries. REMOVED and installed new batteries.			Dicy Hall	2.00	2.00	2.00		

Customer and Vehicle Report

Print Date: 02/20/2020

Fire Dept

Vehicle: 2005 International - 4300SBA, 2034/R59

Average Daily Mileage: 10

Totals for Invoice:	Parts	Labor	Discount	Subtotal	Haz Mat	Supplies	Tax	Total
	214.17	2.00	0.00	216.17	0.00	2.00	0.00	218.17

Invoice: 007682, Posted On: 10/05/2017

Odometer in: 143,004 Odometer Out: 0

Invoice: 007682, Posted On: 10/03/2011

Time	Description	Part No.	Category	Technician	Qty	Sale	Extd	Price	Rate
1.00	Shoreline charger not working (City of N.S.B Fire Dept) Checked for charging issue. Found Gauge wires (Sense Wire) Pulled out of socket. Re installed wire. Checked oik				1.00	1.00	1.00		1.00
Totals for Invoice:		Parts	Labor	Discount	Subtotal	Haz Mat	Supplies	Tax	Total
		0.00	1.00	0.00	1.00	0.00	2.00	0.00	3.00

Invoice: 007548, Posted On: 08/17/2017

Odometer in: 142,668 Odometer Out: 0

INVOICE: 00/1340, FUSED ON. 00/1120									
Time	Description	Part No.	Category	Technician	Qty	Sale	Extd	Price	Rate
8.00	No rear A/C when plugged in to 110v No power in 110 outlet in rear Checked rear A/C. Found 110v A/C unit lower on Freon. Topped off Freon. Checked OK.			Dicy Hall	8.00	8.00	8.00		1.00
	Checked for power issue on rear 110v outlets. Found outlets only work with inverter on				1.00	2.83	2.83	2.83	
	- FREON	R134-A	A/C & Heating						
	Totals for Invoice:		Parts	Labor	Discount	Subtotal	Haz Mat	Supplies	Tax
			2.83	8.00	0.00	10.83	0.00	2.00	0.00
									12.83

Invoice: 007531, Posted On: 08/08/2017

Odometer in: 142,896 Odometer Out: 0

Time Description	Part No.	Category	Technician	Qty	Sale	Extd	Price	Rate
- Cooling fan Warranty	3680			1.00	0.00	0.00		
- FREON	R134-A	A/C & Heating		2.00	2.83	5.66		2.83
2.00 NO A/C in patient compartment			MULTIPLE	2.00	0.00	0.00		1.00

Customer and Vehicle Report

Print Date: 02/20/2020

Fire Dept

Vehicle: 2005 International - 4300SBA, 2034/R59

Average Daily Mileage: 10

Odometer in: 142,896 Odometer Out: 0

Invoice: 007531, Posted On: 08/08/2017

Time Description	Part No.	Category	Technician	Qty	Sale	Extd	Price	Rate
Recover Freon And charge system Check fuses and Relays Found Bad cooling fan on top unit remove and replace fan Test unit								
Totals for Invoice:		Parts	Labor	Discount	Subtotal	Haz Mat	Supplies	Tax Total
		5.66	0.00	0.00	5.66	0.00	2.00	7.66

Odometer in: 142,896 Odometer Out: 0

Invoice: 007464, Posted On: 07/17/2017

Time Description	Part No.	Category	Technician	Qty	Sale	Extd	Price	Rate
- FIRE NEW RESCUE	265/70R19.5			1.00	338.57	338.57	338.57	
- 16-14 BLUE HS CONN	20172		Dicy Hall	4.00	0.42	1.68	0.42	
8.00 VIBRATOR AT 45 AND ABOVE/REAR				8.00	8.00	8.00		1.00
A/C /BACK UP CAMERA/								
Checked for vibration. Found bent rim on drivers inside rear. Installed new tire and rim. Checked OK								
Checked rear a/c .F found in working order.								
Installed new back up camera.								
Installed two new clearance lights on cab								
- NIGHT VISION CAMERA SYSTEM	IA-TV-505A			1.00	423.50	423.50	423.50	
- FIRE DEPT				1.00	3.27	3.27	3.27	
- SEALER	81158			2.00	28.03	56.06	28.03	
- CAB LIGHTS	3259900C97							
Totals for Invoice:		Parts	Labor	Discount	Subtotal	Haz Mat	Supplies	Tax Total
		823.08	8.00	0.00	831.08	0.00	2.00	833.08

Odometer in: 142,856 Odometer Out: 0

Invoice: 007267, Posted On: 05/12/2017

Time Description	Part No.	Category	Technician	Qty	Sale	Extd	Price	Rate
- MOTOR OIL BOTTLE	15W-40 SB QT		Technician Please Sell	2.00	4.28	8.56	4.28	
1.00 Low on engine oil			Dicy Hall	1.00	1.00	1.00		1.00

Customer and Vehicle Report

Print Date: 02/20/2020

Fire Dept

Vehicle: 2005 International - 4300SBA, 2034/R59

Average Daily Mileage: 10

Odometer in: 142,856 Odometer Out: 0

Invoice: 007267, Posted On: 05/12/2017

Time Description	Part No.	Category	Technician	Qty	Sale	Extd	Price	Rate
Topped off engine oil								
Totals for Invoice:	Parts	Labor	Discount	Subtotal	Haz Mat	Supplies	Tax	Total
	8.56	1.00	0.00	9.56	0.00	2.00	0.00	11.56

Invoice: 007220, Posted On: 04/24/2017

Odometer in: 142,169 Odometer Out: 0

Time Description	Part No.	Category	Technician	Qty	Sale	Extd	Price	Rate
6.00 Batteries dead. Service call to ST57 (4/16/2017 9:30 am-12:30pm) Checked battery charger. Found bad. Installed new battery charger. Disassembled battery cover to get to batteries. Jumped started vehicle brought back to Fleet. Found bad batteries. Installed new batteries. Checked ok Installed temporary charger.								
- GROUP 31 STUD	31-MHD	Charging/Starting System	Technician Please Sell	3.00	81.35	244.05	81.35	
Totals for Invoice:	Parts	Labor	Discount	Subtotal	Haz Mat	Supplies	Tax	Total
	244.05	6.00	0.00	250.05	0.00	2.00	0.00	252.05

Invoice: 006903, Posted On: 01/03/2017

Odometer in: 141,398 Odometer Out: 0

Time Description	Part No.	Category	Technician	Qty	Sale	Extd	Price	Rate
1.00 NO LIGHTS ON HOOD OF TRUCK REPLACED 9007 BULBS REPLACED GROUND FOR FRONT CLIP - HEADLIGHT BULBS								
	9007	Electrical	Technician Please Sell	2.00	4.66	9.32	4.66	
Totals for Invoice:	Parts	Labor	Discount	Subtotal	Haz Mat	Supplies	Tax	Total
	9.32	1.00	0.00	10.32	0.00	2.00	0.00	12.32

Invoice: 006884, Posted On: 12/27/2016

Odometer in: 144,563 Odometer Out: 0

Time Description	Part No.	Category	Technician	Qty	Sale	Extd	Price	Rate
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Customer and Vehicle Report

Print Date: 02/20/2020

Fire Dept

Vehicle: 2005 International - 4300SBA, 2034/R59

Average Daily Mileage: 10

Invoice: 006884, Posted On: 12/27/2016

Odometer in: 144,563 Odometer Out: 0

Time Description	Part No.	Category	Technician	Qty	Sale	Ext	Price	Rate
- SEND TO DEALER FOR VIBRATION	FDDA		Technician Please Sel	1.00	1,048.62	1,048.62	1,048.62	
- ROAD TEST CHECKED DRIVE LINE								
- INDEXED DRIVE SHAFT ROAD TEST								
- FOUND AIR RIDE PROBLEM AND REPAIRED								
- UNIT WONT START AT REALER	FDDA		Technician Please Sel	1.00	460.23	460.23	460.23	
- REPLACE 3 BATTRES DD31S925								
- 112.83 X3=338.49/62.92 LABOR								
- 16.98 SHOP SUPPLIES								
- DRYER	7-9125		Technician Please Sel	1.00	54.66	54.66	54.66	
- EXPANTION VALVE REAR A/C	EXV928		Technician Please Sel	1.00	51.70	51.70	51.70	
- COOLANT ANTI FEEEEE	ELC ROTELLA		Technician Please Sel	2.00	10.64	21.28	10.64	
- FREON	R134-A	A/C & Heating	Technician Please Sel	5.00	3.20	16.00	3.20	
- 8.00 REAR A/C NOT WORKING			Dicy Hall	8.00	8.00	8.00		1.00
- REMOVE REAR BOX WASH OUT OUT EVAPORATOR CORE REPLACE H BLOCK								
- AND DRYER CLEAN OUT DRAIN VACUM AND CHARGE SYSTEM TOP OFF								
- COOLANT								
Totals for Invoice:	Parts	Labor	Discount	Subtotal	Haz Mat	Supplies	Tax	Total
	1,652.49	8.00	0.00	1,660.49	0.00	2.00	0.00	1,662.49

Invoice: 006819, Posted On: 12/02/2016

Odometer in: 144,563 Odometer Out: 0

Time Description	Part No.	Category	Technician	Qty	Sale	Ext	Price	Rate
- FRONT SHOCK ABSORBERS	3533356C3		Technician Please Sel	2.00	75.70	151.40	75.70	
- 20.00 VIBRATION AT 70 MPH ORDER			Dicy Hall	20.00	20.00	20.00		1.00
- PARTS 10/3 11:17 FROM INTERNATIONAL								
- CHECKED FOR VIBRATION. INSTALLED NEW REARHUBS, BEARINGS, BRAKE								
- PADS, UJOINTS AND FRONT SHOCKS.								
- REAR BRAKE ROTORS	2594594C1		Technician Please Sel	2.00	262.68	525.36	262.68	
- HUBS REAR W/CUPS	3531709C91		Technician Please Sel	2.00	525.10	1,050.20	525.10	
- REAR BRAKE PADS	FLTH786A		Technician Please Sel	1.00	89.93	89.93	89.93	
- REAR GREASE SEALS	CR35000		Technician Please Sel	2.00	45.76	91.52	45.76	

Customer and Vehicle Report

Print Date: 02/20/2020

Fire Dept

Vehicle: 2005 International - 4300SBA, 2034/R59

Average Daily Mileage: 10

Invoice: 006819, Posted On: 12/02/2016

Odometer in: 144,563 Odometer Out: 0

Time	Description	Part No.	Category	Technician	Qty	Sale	Extd	Price	Rate
-	REAR WHEEL BEARINGS	FP33287		Technician Please Sell	2.00	36.40	72.80	36.40	
-	REAR WHEEL BEARINGS	FP39858		Technician Please Sell	2.00	47.17	94.34	47.17	
-	9/16-18 NYLOCK	1137133		Technician Please Sell	4.00	0.51	2.04	0.51	
-	UJOINTS REAR SHAFT	2506391C91		Technician Please Sell	2.00	101.11	202.22	101.11	
-	REPLACE RIGHT FRONT TIRE AT DEALER IN DAYTONA	K&W TIRE		Technician Please Sell	1.00	68.20	68.20	68.20	
Totals for Invoice:									
			Parts						
			Labor						
			Discount						
			Subtotal						
			Haz Mat						
			Supplies						
			Tax						
			Total						
			2,348.01			0.00	2.00	0.00	2,370.01

Invoice: 006650, Posted On: 09/30/2016

Odometer in: 140,720 Odometer Out: 0

Time	Description	Part No.	Category	Technician	Qty	Sale	Extd	Price	Rate
4.00	NEEDS NEW TIRES ON REAR DISMOUNT REMOUNT TIRES AND DISMOUNTED NEW TIRES			Mike Shaw	4.00	4.00	4.00		1.00
-	FREON	R134-A	A/C & Heating	Technician Please Sell	4.00	3.20	12.80	3.20	
-	VIBRATION AT 70 MPH			Technician Please Sell		0.00	0.00		1.00
-	INVOICE PRINTED FOR BUDGET YEAR END NO LABOR FOR MOST OF REPAIR UNIT STILL HAS SAME VIBRATION								
-	STEERING GEAR ASSEMBLY	TAS40042R		Technician Please Sell	1.00	625.57	625.57	625.57	
-	IDLER PULLEY BEARING	203FF		Technician Please Sell	1.00	9.31	9.31	9.31	
-	BALANCE COMPOUND BOTH FRONT TIRES	K-W TIRE		Technician Please Sell	1.00	50.49	50.49	50.49	
-	A/C BELT	9605		Technician Please Sell	1.00	11.76	11.76	11.76	
-	TM16 2 GROOVE 12V HORZ	5790		Technician Please Sell	1.00	325.04	325.04	325.04	
-	A/C COOLING FAN WARRANTY	3680		Technician Please Sell	1.00	0.00	0.00		
-	GY265/70R19.5 G159	1490340		Technician Please Sell	4.00	355.41	1,421.64	355.41	
-	RECONDITION POWER COAT	5088112		Technician Please Sell	4.00	27.50	110.00	27.50	
-	WHEELS								
-	METAL VALVE STEMS	5041111		Technician Please Sell	4.00	5.78	23.12	5.78	
-	MOUNT AND BALANCE	9010000		Technician Please Sell	4.00	5.50	22.00	5.50	

Customer and Vehicle Report

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Fire Dept

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Vehicle: 2005 International - 4300SBA, 2034/R59

Totals for Invoice:	Parts	Labor	Discount	Subtotal	Haz Mat	Supplies	Tax	Total
	2,611.73	4.00	0.00	2,615.73	0.00	2.00	0.00	2,617.73

Invoice: 006600, Posted On: 09/16/2016

Odometer in: 140,644 Odometer Out: 0

Time Description	Part No.	Category	Technician	Qty	Sale	Ext	Price	Rate
- WIPER BLADE	31-20	Maintenance	Technician Please Sell	1.00	2.96	2.96	2.96	
- WIPER BLADE	31-22	Maintenance	Technician Please Sell	1.00	3.29	3.29	3.29	
1.00 NEEDS WIPER BLADES			Dicy Hall	1.00	1.00	1.00		1.00
INSTALLED NEW WIPERS. FIRE DEPT REQUESTED SMALLER WIPER ON PASSENGER SIDE SO IT WILL NOT SCRAP DECAL								
Totals for Invoice:	Parts	Labor	Discount	Subtotal	Haz Mat	Supplies	Tax	Total
	6.25	1.00	0.00	7.25	0.00	2.00	0.00	9.25

Invoice: 006551, Posted On: 09/07/2016

Odometer in: 140,228 Odometer Out: 0

Time Description	Part No.	Category	Technician	Qty	Sale	Ext	Price	Rate
- COOLANT ANTI FEEZE	ELC ROTELLA		Technician Please Sell	6.00	10.64	63.84	10.64	
- 1/2 FUEL HOSE	27006		Technician Please Sell	2.00	1.29	2.58	1.29	
4.00 COOLANT LEAK			Dicy Hall	4.00	4.00	4.00		1.00
CHECKED FOR COOLANT LEAK. FOUND BAD COOLANT HOSE ON AIR COMPRESSOR TO ENGINE BLOCK. REMOVED AND REPLACED HOSE. REFILLED COOLANT. CHECKED OK.								
Totals for Invoice:	Parts	Labor	Discount	Subtotal	Haz Mat	Supplies	Tax	Total
	66.42	4.00	0.00	70.42	0.00	2.00	0.00	72.42

Invoice: 006460, Posted On: 07/22/2016

Odometer in: 140,119 Odometer Out: 0

Time Description	Part No.	Category	Technician	Qty	Sale	Ext	Price	Rate
- TRANS FILTER	B201		Technician Please Sell	1.00	15.87	15.87	15.87	
- FUEL FILTER	33403		Technician Please Sell	1.00	10.85	10.85	10.85	
- FUEL FILTER	33232		Technician Please Sell	1.00	33.24	33.24	33.24	

Customer and Vehicle Report

Print Date: 02/20/2020

Fire Dept

Vehicle: 2005 International - 4300SBA, 2034/R59

Invoice: 006460, Posted On: 07/22/2016

Average Daily Mileage: 10

Odometer in: 140,119 Odometer Out: 0

Time Description	Part No.	Category	Technician	Qty	Sale	Ext'd	Price	Rate
- AIR FILTER	46870		Technician Please Sell	1.00	58.92	58.92	58.92	
- OIL FILTER	51799		Technician Please Sell	1.00	25.59	25.59	25.59	
			Dicy Hall	3.00	3.00	3.00		1.00
3.00 NO A/C.								
CHECKED A/C. FOUND BAD COMPRESSOR. REMOVED AND INSTALLED NEW COMPRESSOR. REMOVED AND INSTALLE NEW FILTER DRYER AND ORFICE TUBE. INSTALLED COMPRESSOR OIL. RECHARGED A/C SYSTEM. CHECKED OK								
- A/C COMPRESSOR	FLT4815Q		Technician Please Sell	1.00	320.00	320.00	320.00	
- CLEARANCE CAB LIGHTS	3529900C98		Technician Please Sell	1.00	37.43	37.43	37.43	
- FILTER DRIER	3542577C2		Technician Please Sell	1.00	248.95	248.95	248.95	
- RING O SEAL 10	3543727C1		Technician Please Sell	5.00	2.84	14.20	2.84	
- RING O SEAL 15	3543728C1		Technician Please Sell	5.00	2.44	12.20	2.44	
- SEAL	3543881C1		Technician Please Sell	5.00	13.27	66.35	13.27	
- SEAL C-PLATE	3543882C1		Technician Please Sell	5.00	13.41	67.05	13.41	
			Dicy Hall	5.00	5.00	5.00		1.00
5.00 SHUTTER IN FRONT END.								
CHECKED SHUTTER ISSUE. FOUND WORN KING PINS. REMOVED TIRES, BRAKE CALIPERS AND SPINDLE. INSTALLED NEW KING PIN BUSHINGS. REINSTATE SPINDLE WITH NEW KING PINS. INSTALLED NEW BRAKE PADS. REINSTALLED BRAKE CALIPER. MOUNTED NEW TIRES ON RIMS. REINSTALLED NEW TIRE								
- KING PIN KIT	ETN0329182		Technician Please Sell	1.00	212.95	212.95	212.95	
			Dicy Hall	3.00	3.00	3.00		1.00
3.00 AIR LEAK								
CHECKED FOR AIR LEAK. FOUND DRY ROTTED AIR SPRINGS. REMOVED AND REPLACED AIR SPRINGS. CHECKED. OK								
- REAR AIR SPRINGS	GY1R11216		Technician Please Sell	2.00	178.12	356.24	178.12	
			Dicy Hall	1.00	1.00	1.00		1.00
1.00 BAD TENSIONER								
REMOVED AND INSTALLED NEW TENSIONER								
- Brake Cleaner	BC		Technician Please Sell	2.00	2.19	4.38	2.19	
- SPRAY LUBRICANT	PB BLASTER		Technician Please Sell	1.00	3.62	3.62	3.62	
- COOLANT ANTI FEEZZE	ELC ROTELLA		Technician Please Sell	1.00	10.64	10.64	10.64	
			Dicy Hall	2.00	2.00	2.00		1.00
2.00 ROLL UP DOOR NOT WORKING								
CHECKED ROLL UP DOOR. FOUND UNHOOKED FROM SPRING ROLLER. RE ATTACHED TO SPRING ROLLER. CHECKED OK.								

Customer and Vehicle Report

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Fire Dept

Vehicle: 2005 International - 4300SBA, 2034/R59

Average Daily Mileage: 10

Invoice: 006460, Posted On: 07/22/2016

Odometer in: 140,119 Odometer Out: 0

Time Description	Part No.	Category	Technician	Qty	Sale	Ext'd	Price	Rate
- DASH LIGHT BULBS	LIGHT BULBS		Technician Please Sell	6.00	0.62	3.72	0.62	
1.00 DASH LIGHTS NOT WORKING.			Dicy Hall	1.00	1.00	1.00		1.00
REMOVED DASH CLUSTER. INSTALLED NEW BULBS. RE INSTALLED DASH.								
CHECKED OK			Technician Please Sell	1.00	289.25	289.25	289.25	
- BELT TENSIONER	1830033C2		Technician Please Sell	1.00	24.87	24.87	24.87	
- VALVE ORIFICE	2513533C1		Dicy Hall	1.00	1.00	1.00		1.00
1.00 NEEDS TIRE								
REMOVE AND INSTALLED TIRES ON RIMS			Technician Please Sell	2.00	338.57	677.14	338.57	
- FIRE NEW RESCUE	265/70R19.5		Technician Please Sell	26.00	2.87	74.62	2.87	
- DIESEL OIL SYNTHETIC BLEND	15W-40 SB BULK		Dicy Hall	2.00	2.00	2.00		1.00
2.00 SERVICE								
SERVICE AND GREASED VEHICLE								
Totals for Invoice:	Parts	Labor	Discount	Subtotal	Haz Mat	Supplies	Tax	Total
	2,568.08	18.00	0.00	2,586.08	0.00	2.00	0.00	2,588.08

Odometer in: 139,550 Odometer Out: 0

Invoice: 006383, Posted On: 06/28/2016	Part No.	Category	Technician	Qty	Sale	Ext'd	Price	Rate
1.00 SERVICE CALL NOT STARTING			Mike Shaw	1.00	1.00	1.00		1.00
INSTALLED 2 NEW BATTERY'S								
- GROUP 31STUD	31-MHD	Charging/Starting System	Technician Please Sell	2.00	81.35	162.70	81.35	
Totals for Invoice:	Parts	Labor	Discount	Subtotal	Haz Mat	Supplies	Tax	Total
	162.70	1.00	0.00	163.70	0.00	2.00	0.00	165.70

Odometer in: 138,466 Odometer Out: 0

Invoice: 006330, Posted On: 06/07/2016	Part No.	Category	Technician	Qty	Sale	Ext'd	Price	Rate
2.00 NO REAR A/C			Dicy Hall	2.00	2.00	2.00		1.00
CHECKED A/C IN REAR COMPARTMENT. FOUND TWO BAD FANS ON A/C								
CONDENSER. REMOVED FANS AND INSTALLED TWO NEW. CHECKED OK								

Customer and Vehicle Report

Print Date: 02/20/2020

Fire Dept

Vehicle: 2005 International - 4300SBA, 2034/R59

Average Daily Mileage: 10

Odometer in: 138,466 Odometer Out: 0

Invoice: 006330, Posted On: 06/07/2016

Time Description	Part No.	Category	Technician	Qty	Sale	Extd	Price	Rate
- A/C COOLING FANS	3680		Technician Please Sell	2.00	82.50	165.00	82.50	
- 16-14 BLUE HS CONN	20172		Technician Please Sell	6.00	0.35	2.10	0.35	
Totals for Invoice:		Parts 167.10	Labor 2.00	Discount 0.00	Subtotal 169.10	Haz Mat 0.00	Supplies 2.00	Tax 0.00
								Total 171.10

Invoice: 006308, Posted On: 05/27/2016

Odometer in: 137,853 Odometer Out: 0

Time Description	Part No.	Category	Technician	Qty	Sale	Extd	Price	Rate
1.00 NEEDS ENGINE OIL			Dicy Hall	1.00	1.00	1.00		1.00
INSTALLED 1 GALLON ENGINE OIL.								
F/D TOOK 1 GALLON SPARE			Technician Please Sell	2.00	12.34	24.68	12.34	
- MOTOR OIL	15W-40SB GALLON							
Totals for Invoice:		Parts 24.68	Labor 1.00	Discount 0.00	Subtotal 25.68	Haz Mat 0.00	Supplies 2.00	Tax 0.00
								Total 27.68

Invoice: 006269, Posted On: 05/18/2016

Odometer in: 136,292 Odometer Out: 0

Time Description	Part No.	Category	Technician	Qty	Sale	Extd	Price	Rate
- MASTER SWITCH	SW-52		Technician Please Sell	1.00	36.66	36.66	36.66	
3.00 NEEDS MASTER SWITCH. BATTERY			Dicy Hall	3.00	3.00	3.00		1.00
DOOR WILL NOT OPEN								
INSTALLED NEW MASTER SWITCH.								
CLEAN AND LUBE DOOR LATCHES								
Totals for Invoice:		Parts 36.66	Labor 3.00	Discount 0.00	Subtotal 39.66	Haz Mat 0.00	Supplies 2.00	Tax 0.00
								Total 41.66

Invoice: 006115, Posted On: 03/29/2016

Odometer in: 134,500 Odometer Out: 0

Time Description	Part No.	Category	Technician	Qty	Sale	Extd	Price	Rate
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Customer and Vehicle Report

Print Date: 02/20/2020

Fire Dept

Vehicle: 2005 International - 4300SBA, 2034/R59

Average Daily Mileage: 10

Invoice: 006115, Posted On: 03/29/2016

Odometer in: 134,500 Odometer Out: 0

Time Description	Part No.	Category	Technician	Qty	Sale	Ext	Price	Rate
- LOCKING OUTSIDE HANDLE	1875627		Technician Please Sell	1.00	82.43	82.43	82.43	
1.00 DOOR HANDLE BAD			Dicy Hall	1.00	1.00	1.00		1.00
REMOVED AND REPLACED REAR DOOR HANDLE								
Totals for Invoice:	Parts	Labor	Discount	Subtotal	Haz Mat	Supplies	Tax	Total
	82.43	1.00	0.00	83.43	0.00	2.00	0.00	85.43

Invoice: 006086, Posted On: 03/17/2016

Odometer in: 134,022 Odometer Out: 0

Time Description	Part No.	Category	Technician	Qty	Sale	Ext	Price	Rate
- NEW ALTERNATOR	8322		Technician Please Sell	1.00	456.50	456.50	456.50	
2.00 NEEDS FRONT TIRES			Mike Shaw	2.00	2.00	2.00		1.00
REMOVED AND INSTALLED NEW TIRES								
- FIRE NEW RESCUE	26570R19.5		Technician Please Sell	2.00	338.57	677.14	338.57	
2.00 ALTERNATOR LIGHT ON			Dicy Hall	2.00	2.00	2.00		1.00
CHECKED CHARGING SYSTEM. FOUND ALT NOT CHARGING. REMOVED ALT.								
INSTALLED NEW CHECKED. OK								
Totals for Invoice:	Parts	Labor	Discount	Subtotal	Haz Mat	Supplies	Tax	Total
	1,133.64	4.00	0.00	1,137.64	0.00	2.00	0.00	1,139.64

Invoice: 006034, Posted On: 02/23/2016

Odometer in: 132,469 Odometer Out: 0

Time Description	Part No.	Category	Technician	Qty	Sale	Ext	Price	Rate
- OUTSIDE DOOR HANDLE	2256466		Technician Please Sell	1.00	60.19	60.19	60.19	
- INSIDE DOOR HANDLE	2256293		Technician Please Sell	1.00	76.89	76.89	76.89	
5.00 REAR DOOR LATCH NOT WORKING.			Dicy Hall	5.00	5.00	5.00		1.00
REMOVED AND REPLACED INSIDE AND OUTSIDE DOOR LATCH.								
REMOVE AND INSTALL SHORE LINE COVER								

Customer and Vehicle Report

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Fire Dept

Average Daily Mileage: 10

Vehicle: 2005 International - 4300SBA, 2034/R59

Totals for Invoice:	Parts	Labor	Discount	Subtotal	Haz Mat	Supplies	Tax	Total
	137.08	5.00	0.00	142.08	0.00	2.00	0.00	144.08

Invoice: 005936, Posted On: 01/25/2016

Odometer in: 131,064 Odometer Out: 0

Time Description	Part No.	Category	Technician	Qty	Sale	Ext'd	Price	Rate
- REAR COMPARTMENT HANDLE	1277770		Technician Please Sell	1.00	71.36	71.36	71.36	1.00
1.00 needs new door latch for right rear compartment door AND NEW WIPER BLADES			Mike Shaw	1.00	1.00	1.00		
installed new door latch on right rear door latch AND NEW WIPER BLADES								
- WIPER BLADE	31-22	Maintenance	Technician Please Sell	2.00	3.29	6.58	3.29	
Totals for Invoice:		Parts	Discount	Subtotal	Haz Mat	Supplies	Tax	Total
		77.94	0.00	78.94	0.00	2.00	0.00	80.94

Invoice: 005916, Posted On: 12/30/2015

Odometer in: 130,620 Odometer Out: 0

Time Description	Part No.	Category	Technician	Qty	Sale	Ext'd	Price	Rate
- HEADLIGHT BULBS	9007	Electrical	Technician Please Sell	1.00	5.65	5.65	5.65	
- A/C CONDENSER FAN WARRANTY	HDN 3680		Technician Please Sell	1.00	0.00	0.00		
- NO CHARGE			Technician Please Sell	1.00	11.63	11.63	11.63	
- FORD CROWN VIC HEADLIGHT PLUGS	WPT1247		Technician Please Sell	3.00	0.40	1.20	0.40	
- 16-14 BLUE HS CONN	20172		Technician Please Sell	1.00	1.00	1.00		1.00
1.00 LEFT HEADLIGHT OUT								
REMOVE AND REPLACE BULB AND SOCKET			Bob I	2.00	2.00	2.00		1.00
2.00 CALL OUT FOR NO A/C IN PATIENT COMPARTMENT								
CHECK OUT UNIT FOUND BAD FAN REMOVE AND REPLACE								
Totals for Invoice:		Parts	Labor	Discount	Subtotal	Haz Mat	Supplies	Tax
		18.48	3.00	0.00	21.48	0.00	2.00	0.00
								23.48

Customer and Vehicle Report

Print Date: 02/20/2020

Fire Dept

Vehicle: 2005 International - 4300SBA, 2034/R59

Average Daily Mileage: 10

Invoice: 005832, Posted On: 11/25/2015

Odometer in: 128,910 Odometer Out: 0

Time Description	Part No.	Category	Technician	Qty	Sale	Extd	Price	Rate
3.00 NEEDS NEW TIRES ON REAR RIGHT REAR COMPARTMENT DOOR WILL NOT OPEN MOUNTED 4 NEW TIRES FOR REAR AND DRILLED LEVER FOR DOOR TO BE ABLE TO OPEN DOOR THAT ROD FELL OFF HINGE - FIRE NEW RESCUE 265/70R19.5			Mike Shaw	3.00	3.00	3.00		1.00
			Technician Please Sell	4.00	338.57	1,354.28	338.57	
Totals for Invoice:					0.00	1,357.28	0.00	1,359.28
					1,354.28	3.00		

Odometer in: 128,910 Odometer Out: 0

Time Description	Part No.	Category	Technician	Qty	Sale	Extd	Price	Rate
- HEADLIGHT BULBS 1.00 DRIVERS HEADLIGHT NOT WORKING CHECKED HEADLIGHT FOUND BAD BULB. REMOVED AND INSTALLED NEW BULB. CHECKED OK	9007	Electrical	Technician Please Sell Dicy Hall	1.00 1.00	6.95 1.00	6.95 1.00	6.95	1.00
Totals for Invoice:					0.00	7.95	0.00	9.95
					6.95	1.00		

Odometer in: 125,764 Odometer Out: 0

Time Description	Part No.	Category	Technician	Qty	Sale	Extd	Price	Rate
- AUTO CHARGE 4000 12 VOLT - MASTER SWITCH - A/C HEATER CONTROL PANEL - PARTS ONLY	091-89-12 SW52 3545643C5		Technician Please Sell Technician Please Sell Technician Please Sell Technician Please Sell	1.00 1.00 1.00	1,122.00 36.65 310.01 0.00	1,122.00 36.65 310.01 0.00	1,122.00 36.65 310.01	
Totals for Invoice:					0.00	1,468.66	0.00	1,470.66
					1,468.66	0.00		

Customer and Vehicle Report

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Fire Dept

Vehicle: 2005 International - 4300SBA, 2034/R59

Average Daily Mileage: 10

Invoice: 005643, Posted On: 09/08/2015

Odometer In: 125,764 Odometer Out: 0

Time	Description	Part No.	Category	Technician	Qty	Sale	Ext	Price	Rate
-	16-14 BLUE HS CONN	20172		Bob I	6.00	0.33	1.98	0.33	
3.00	CALL OUT ON 9-6-2015 REAR AC			Bob I	3.00	3.00	3.00		1.00
NOT WORKING									
CHECK OUT CLIMB ON TOP OFF BOX BOTH CONDENSOR FANS NOT RUNNING									
CHECK FOR POWER AND GROUND REMOVE AND REPLACE BOTH FANS									
REWIRE AND MOUNT TEST AC OK									
-	RADIATOR COOLING FANS	HDN 3680		Bob I	2.00	63.02	126.04	63.02	
Totals for Invoice:						0.00	2.00	0.00	133.02

Odometer In: 122,073 Odometer Out: 0

Time	Description	Part No.	Category	Technician	Qty	Sale	Ext	Price	Rate
1.00	HARD STARTING			Technician Please Sell	1.00	1.00	1.00		1.00
REMOVE BATTERY COVER TEST BATTERIES REMOVE AND REPLACE INSTALL									
-	GROUP 31 STUD	31-MHD	Charging/Starting System	Technician Please Sell	3.00	81.35	244.05	81.35	
Totals for Invoice:						0.00	2.00	0.00	247.05

Odometer In: 121,340 Odometer Out: 0

Time	Description	Part No.	Category	Technician	Qty	Sale	Ext	Price	Rate
Invoice: 005410, Posted On: 06/24/2015									
-	SUPER AUTO EJECT 120V,30,3PI	091-159-30-120-RD		Technician Please Sell	1.00	561.99	561.99	561.99	
4.00	REPLACE 20 AMP AUTO EJECT			Technician Please Sell	4.00	4.00	4.00		1.00
WITH 30 AMP									
REMOVE PANEL REMOVE 20 AMP USING TEMPLET CUT OUT PANEL MOUNT									
NEW UNIT RUN WIRES INSTALL PANEL /CHECK A/C INSTALL GAUGES									
PRESSURES OK FOUND HEATER CONTROL VALVE ON CLOSE VALVE RUN UNIT									
1.00	ON 6/10/2015 SERVICE CALL FOR			Technician Please Sell	1.00	1.00	1.00		1.00
DEAD BATTERIES									
GOT TO STATION DEPARTMENT PLUGGED IN UNIT AND IT STARTED									

Customer and Vehicle Report

Print Date: 02/20/2020

Fire Dept

Vehicle: 2005 International - 4300SBA, 2034/R59

Average Daily Mileage: 10

Invoice: 005410, Posted On: 06/24/2015

Odometer in: 121,340 Odometer Out: 0

Time Description	Part No.	Category	Technician	Qty	Sale	Extd	Price	Rate
- LED LIGHT WIRE	LD-100		Technician Please Sell	5.00	0.80	4.00	0.80	
- 16-14 BLUE HS CONN	20172		Technician Please Sell	3.00	0.33	0.99	0.33	
Totals for Invoice:		Parts	Subtotal		Haz Mat	Supplies	Tax	Total
		566.98	571.98		0.00	2.00	0.00	573.98

Invoice: 005274, Posted On: 04/24/2015

Odometer in: 119,775 Odometer Out: 0

Time Description	Part No.	Category	Technician	Qty	Sale	Extd	Price	Rate
- REAR BRAKE CALIPERS	FLTC308100		Technician Please Sell	2.00	83.86	167.72	83.86	
- REAR BRAKE PADS	FLTH786A		Technician Please Sell	1.00	77.26	77.26	77.26	
- REAR BRAKE HOSES	3870897C4		Technician Please Sell	2.00	97.01	194.02	97.01	
- AXLE GASKETS	3566167C1		Technician Please Sell	2.00	5.97	11.94	5.97	
- REAR GREASE SEALS	CR35000		Technician Please Sell	2.00	32.10	64.20	32.10	
- REAR BRAKE ROTORS WITH ABS	FLT1700148S1		Technician Please Sell	2.00	118.01	236.02	118.01	
- TONE RING	BF		Technician Please Sell	2.00	3.30	6.60	3.30	
- BRAKE FLUID	BC		Technician Please Sell	4.00	2.19	8.76	2.19	
- Brake Cleaner			Technician Please Sell	8.00	8.00	8.00		1.00
8.00 LEFT REAR BRAKE GETTING HOT								
RAISE AND SUPPORT UNIT REMOVE TIRES FOUND LEFT CALIPER NOT								
RELEASING REMOVE CALIPERS REMOVE AXLE SHAFTS REMOVE HUBS								
REMOVE AND REPLACE ROTORS OFF HUBS TORQUE RETAINING BOLTS								
REMOVE AND REPLACE INNER GREASE SEALS INSTALL HUBS INSTALL AXLES								
WITH NEW GASKETS REMOVE AND REPLACE BOTH REAR CALIPERS AND								
BRAKE HOSE REPLACE PADS BLEED SYSTEM INSTALL TIRES ROAD TEST UNIT								
Totals for Invoice:		Parts	Subtotal		Haz Mat	Supplies	Tax	Total
		766.52	774.52		0.00	2.00	0.00	776.52

Invoice: 005275, Posted On: 04/17/2015

Odometer in: 119,658 Odometer Out: 0

Time Description	Part No.	Category	Technician	Qty	Sale	Extd	Price	Rate
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Customer and Vehicle Report

Print Date: 02/20/2020

Fire Dept

Vehicle: 2005 International - 4300SBA, 2034/R59

Average Daily Mileage: 10

Invoice: 005275, Posted On: 04/17/2015

Odometer in: 119,658 Odometer Out: 0

Time Description	Part No.	Category	Technician	Qty	Sale	Ext	Price	Rate
- OUT SIDE REPAIR AT DEALER REMOVE AND REPLACE GASKETS AND SEALS ON FRONT TIMING COVER AND EMOVE AND REPLACE OIL PAN GASKETS DURING REPAIR PARTS 644.52 LABOR 1785.00 TOTAL TICKET 2479.52	MAUDLIN INTERNAT		Technician Please Sell	1.00	2,479.52	2,479.52	2,479.52	
- COOLANT ANTI FEEZE ELC ROTELLA			Technician Please Sell	2.00	10.64	21.28	10.64	
3.00 CHECK ENGINE LIGHT ON LOW ON COOLANT SCAN FOR CODES LOW COOLANT CODE PRESSURE CHECK SYSTEM FOUND LEAK AT REAR TIMING COVER GASKET UNABLE TO PERFORM JOB IN SHOP TAKE TO INTERNATIONAL FOR QUOTE AND REPAIR			Technician Please Sell	3.00	3.00	3.00		1.00
Totals for Invoice:	Parts	Labor	Discount	Subtotal	Haz Mat	Supplies	Tax	Total
	2,500.80	3.00	0.00	2,503.80	0.00	2.00	0.00	2,505.80

Invoice: 005173, Posted On: 03/28/2015

Odometer in: 118,582 Odometer Out: 0

Time Description	Part No.	Category	Technician	Qty	Sale	Ext	Price	Rate
2.00 SERVICE CALL FOR DEAD BATTERY UNIT WAS NOT PLUGGED IN JUMP OFF CHECK CHARGING SYSTEM OK			Technician Please Sell	2.00	2.00	2.00		1.00
Totals for Invoice:	Parts	Labor	Discount	Subtotal	Haz Mat	Supplies	Tax	Total
	0.00	2.00	0.00	2.00	0.00	2.00	0.00	4.00

Invoice: 005093, Posted On: 01/30/2015

Odometer in: 117,836 Odometer Out: 0

Time Description	Part No.	Category	Technician	Qty	Sale	Ext	Price	Rate
1.00 SIREN BOX NOT WORKING CHECK OVER FOUND BAD BOX SWAPPED OUT WITH UNIT IN STOCK			Technician Please Sell	1.00	1.00	1.00		1.00
- REWIRED NEW BOX	20172 B HS		Technician Please Sell	5.00	0.33	1.65	0.33	
- 16-14 BLUE HS CONN	20312 HS YELL		Technician Please Sell	4.00	0.47	1.88	0.47	

Customer and Vehicle Report

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Average Daily Mileage: 10

Vehicle: 2005 International - 4300SBA, 2034/R59

Totals for Invoice:	Parts	Labor	Discount	Subtotal	Haz Mat	Supplies	Tax	Total
	3.53	1.00	0.00	4.53	0.00	2.00	0.00	6.53

Odometer in: 117,115 Odometer Out: 0

Invoice: 005018, Posted On: 12/31/2014

Time	Description	Part No.	Category	Technician	Qty	Sale	Ext'd	Price	Rate
1.00	NEW LIGHT BARS INSTALLED IN ORLANDO NOT WORKING REMOVE CENTER SECTION OF DASH CHECK WIRING REPAIR BAD CONNECTION ON SWITCH			Technician Please Sell	1.00	1.00	1.00		1.00
-	16-14 BUTT CONECTOR HEAT SHRINK	58590		Technician Please Sell	1.00	0.42	0.42	0.42	
Totals for Invoice:			Parts	Labor	Discount	Subtotal	Haz Mat	Supplies	Tax
			0.42	1.00	0.00	1.42	0.00	2.00	0.00
									Total
									3.42

Odometer in: 116,985 Odometer Out: 0

Invoice: 005013, Posted On: 12/31/2014

Time	Description	Part No.	Category	Technician	Qty	Sale	Ext'd	Price	Rate
-	NEW BRAKE MASTER CYLINDER	1691291C92		Technician Please Sell	1.00	374.52	374.52	374.52	
-	HYDRO MAX SEAL POWER BRAKE UNIT	2505685C91		Technician Please Sell	1.00	947.36	947.36	947.36	
-	PUMP	1669561C2		Technician Please Sell	1.00	340.22	340.22	340.22	
-	PUMP RELAY	1830606C95		Technician Please Sell	1.00	171.52	171.52	171.52	
-	THERMOSTAT	1830256C93		Technician Please Sell	1.00	53.25	53.25	53.25	
-	KIT GASKET SET	1824984C95		Technician Please Sell	1.00	198.87	198.87	198.87	
-	SEAL	1825685C1		Technician Please Sell	1.00	10.82	10.82	10.82	
-	SEAL	1818727C1		Technician Please Sell	1.00	3.18	3.18	3.18	
-	SEAL	1820353C1		Technician Please Sell	1.00	2.54	2.54	2.54	
-	RING	1830362C1		Technician Please Sell	1.00	4.72	4.72	4.72	
-	SEAL	1830172C1		Technician Please Sell	1.00	10.35	10.35	10.35	
-	SEAL	1820907C2		Technician Please Sell	1.00	2.59	2.59	2.59	
-	RING	1821098C2		Technician Please Sell	2.00	3.39	6.78	3.39	
-	RING			Technician Please Sell	1.00	20.00	20.00	20.00	
-	SHIPPING ON PARTS FREIGHT								

Customer and Vehicle Report

Print Date: 02/20/2020

Fire Dept

Vehicle: 2005 International - 4300SBA, 2034/R59

Average Daily Mileage: 10

Invoice: 005013, Posted On: 12/31/2014

Odometer In: 116,985 Odometer Out: 0

Time	Description	Part No.	Category	Technician	Qty	Sale	Ext	Price	Rate
35.00	COOLANT LEAK			Technician Please Sell	35.00	35.00	35.00		1.00
	WHILE REPAIRING BRAKE SYSTEM FOUND COOLANT UNDER UNIT PRESSURE								
	CHECK SYSTEM TIMING COVER LEAKING AT BLOCK REMOVE HOOD REMOVE								
	AIR CHARGE COOLER RADIATOR AND A/C CONDENSER REMOVE ALL BELT								
	DRIVEN ACCESSORIES REMOVE FRONT ENGINE MOUNT REMOVE TIMING								
	COVER REPLACE SEAL AND GASKETS INSTALL ALL REMOVED PARTS VACUUM								
	AND CHARGE A/C FILL COOLANT CHANGE OIL AND FILTER REPLACE FUEL								
	AND AIR FILTER CHECK ALL FLUID LEVELS RUN UNIT ROAD TEST LET UNIT SIT								
	OVER NIGHT ON CARDBOARD TO CHECK FOR LEAKS OK								
				Technician Please Sell	30.00	2.63	78.90	2.63	
				Technician Please Sell	7.00	10.64	74.48	10.64	
				Technician Please Sell	1.00	19.79	19.79	19.79	
				Technician Please Sell	4.00	4.00	4.00		1.00
4.00	SERVICE CALL TO STATION FOR								
	BRAKE PROBLEM								
	CHECK OVER FOUND LEAK AT BRAKE BOOSTER RETURN TO SHOP REMOVE								
	MASTERCYLINDER FOUND FRONT SEAL ON BOOSTER BAD REMOVE AND								
	REPLACE MASTER CYLINDER AND HYDRO BOOSTER BLEED SYSTEM								
				Technician Please Sell	1.00	13.60	13.60	13.60	
				Technician Please Sell	1.00	15.85	15.85	15.85	
				Technician Please Sell	1.00	41.57	41.57	41.57	
				Technician Please Sell	1.00	455.40	455.40	455.40	
				Technician Please Sell	1.00	374.52	374.52	374.52	
				Technician Please Sell	10.00	4.19	41.90	4.19	
				Technician Please Sell	1.00	30.75	30.75	30.75	
				Technician Please Sell	1.00	326.04	326.04	326.04	
				Technician Please Sell	1.00	2.55	2.55	2.55	
				Technician Please Sell	1.00	21.21	21.21	21.21	
				Technician Please Sell	3.00	3.30	9.90	3.30	
				Technician Please Sell	1.00	24.99	24.99	24.99	
				Technician Please Sell	1.00	32.78	32.78	32.78	
				Technician Please Sell	1.00	57.53	57.53	57.53	
				Technician Please Sell	1.00	10.37	10.37	10.37	

Customer and Vehicle Report

Print Date: 02/20/2020

Fire Dept

Vehicle: 2005 International - 4300SBA, 2034/R59

Average Daily Mileage: 10

Totals for Invoice:	Parts	Labor	Discount	Subtotal	Haz Mat	Supplies	Tax	Total
	3,778.85	39.00	0.00	3,817.85	0.00	2.00	0.00	3,819.85

Invoice: 004939, Posted On: 11/17/2014

Odometer in: 116,217 Odometer Out: 0

Time	Description	Part No.	Category	Technician	Qty	Sale	Ext	Price	Rate
-	INJECTOR #3	2593595C91		Technician Please Sell	1.00	389.84	389.84	389.84	
-	VALVE COVER SET	1825602C92		Technician Please Sell	1.00	53.34	53.34	53.34	
-	INJECTOR PLUG O-RING	1824908C1		Technician Please Sell	1.00	3.39	3.39	3.39	
-	BLOW-BY TUBE O-RING	1822135C1		Technician Please Sell	1.00	2.45	2.45	2.45	
9.00	ENGINE RUNNING ROUGH			Technician Please Sell	9.00	9.00	9.00		1.00
	CHECK ENGINE FOR RUNNING PROBLEM. FOUND INJECTOR #3 WAS NOT WORKING.REMOVED AIR CLEANER, TURBO AIR TUBES, ALTERNATOR AND BRACKET, VALVE COVER, REMOVE #3 INJECTOR. INSTALL NEW INJECTOR AND VALVE COVER GASKET AND ORINGS. REINSTALLED ALL PARTS. CHECKED.OK								
-	COOLANT ANTI FEEZE	ELC ROTELLA		Technician Please Sell	2.00	10.64	21.28	10.64	
	Totals for Invoice:		Parts	Labor	Discount	Subtotal	Haz Mat	Supplies	Tax
			470.30	9.00	0.00	479.30	0.00	2.00	0.00
									Total
									481.30

Invoice: 004835, Posted On: 09/26/2014

Odometer in: 115,041 Odometer Out: 0

Time	Description	Part No.	Category	Technician	Qty	Sale	Ext	Price	Rate
-	EXAUST FAN FOR REAR	PIE-1446175		Technician Please Sell	1.00	44.00	44.00	44.00	
-	ICP SENSOR	1830669C92		Technician Please Sell	1.00	197.81	197.81	197.81	
2.00	EXAUST FAN IN PATIENT COMPARTMENT NOT WORKING			Technician Please Sell	2.00	2.00	2.00		1.00
	REMOVE OUTSIDE LIGHT REMOVE REAR VENT REPLACE FAN ASSEMBLY INSTALL REMOVED PARTS								
4.00	OIL LEAK ON BAY FLOOR			Technician Please Sell	4.00	4.00	4.00		1.00
	WASH DOWN ENGINE LET UNIT RUN FOUND BAD ICP SENSOR ON FUEL RAIL LEAKING OIL REMOVE AND REPLACED LET UNIT RUN FOUND SECOND SMALL LEAK ON HIGH PRESSURE OIL PUMP STUT OFF REMOVED SENSOR AND PISTON REPLACE ORINGS INSTALLED REMOVED PARTS TEST RUN UNIT NO LEAKS CHECKED ALL FLUID LEVELS ADDED OIL								

Customer and Vehicle Report

Print Date: 02/20/2020

Fire Dept

Vehicle: 2005 International - 4300SBA, 2034/R59

Average Daily Mileage: 10

Invoice: 004835, Posted On: 09/26/2014

Odometer In: 115,041 Odometer Out: 0

Time Description	Part No.	Category	Technician	Qty	Sale	Ext	Price	Rate	
- MOTOR OIL	15W-40SB GALLON		Technician Please Sell	1.00	12.23	12.23	12.23		
- 16-14 BUTT CONECTOR HEAT SHRINK	58590		Technician Please Sell	2.00	0.42	0.84	0.42		
Totals for Invoice:		Parts	Labor	Discount	Subtotal	Haz Mat	Supplies	Tax	Total
		254.88	6.00	0.00	260.88	0.00	2.00	0.00	262.88

Invoice: 004745, Posted On: 08/27/2014 Odometer In: 114,137 Odometer Out: 0

Time Description	Part No.	Category	Technician	Qty	Sale	Ext	Price	Rate	
3.00 A/C NOT BLOWING OUT VENTS AT ALL TIMES REMOVE DASH TRIM GAIN ACCESS TO BLEND DOOR MOTORS REMOVE AND REPLACE GO TO DAYTONA TO PICK UP PARTS FOR FASTER TURN AROUND TIME			Technician Please Sell	3.00	3.00	3.00			1.00
- BLEND DOOR MOTORS	2611234C1		Technician Please Sell	2.00	54.55	109.10	54.55		
Totals for Invoice:		Parts	Labor	Discount	Subtotal	Haz Mat	Supplies	Tax	Total
		109.10	3.00	0.00	112.10	0.00	2.00	0.00	114.10

Invoice: 004570, Posted On: 05/08/2014 Odometer In: 111,692 Odometer Out: 0

Time Description	Part No.	Category	Technician	Qty	Sale	Ext	Price	Rate	
- BLOWER MOTOR ASSEMBLY	BH1400-24		Technician Please Sell	1.00	225.96	225.96	225.96		
2.00 CHECK OUT REAR A/C NOT BLOWING REMOVE COVER CK WIRES FOUND BAD MOTOR WILL ORDER AND CALL TO INSTALL REMOVE HOUSING REPLACE BLOWER MOTOR ASSEMBLY WIRE IN INSTALL REMOVED PARTS			Technician Please Sell	2.00	2.00	2.00			1.00
Totals for Invoice:		Parts	Labor	Discount	Subtotal	Haz Mat	Supplies	Tax	Total
		225.96	2.00	0.00	227.96	0.00	2.00	0.00	229.96

Customer and Vehicle Report

Print Date: 02/20/2020

Fire Dept

Vehicle: 2005 International - 4300SBA, 2034/R59

Average Daily Mileage: 10

Invoice: 004336, Posted On: 02/21/2014

Odometer In: 111,218 Odometer Out: 0

Time Description	Part No.	Category	Technician	Qty	Sale	Ext'd	Price	Rate
- AIR FITTING	S727		Technician Please Sel	1.00	2.68	2.68	2.68	
- FUEL FILTER STAND COMPLETE	1836287C92		Technician Please Sel	1.00	262.13	262.13	262.13	
- DASH MOUNT PARKING BRAKE VALVE	2505876C91		Technician Please Sel	1.00	291.07	291.07	291.07	
- FUEL LINE SEALS	1812348C1		Technician Please Sel	5.00	4.19	20.95	4.19	
- LED FLUSH MOUNT LIGHT	PM V379S		Technician Please Sel	1.00	43.45	43.45	43.45	
- ENGINE MOUNT OIL COOLER	1833359C95		Technician Please Sel	1.00	1,113.20	1,113.20	1,113.20	
20.00 UNIT TOWED IN WONT START			Technician Please Sel	20.00	20.00	20.00		1.00
SCAN FOR CODES CK OVER UNIT RUNS AT SHOP REMOVE AND REPLACE COMPLETE FUEL FILTER STAND AND FUEL LINE SEALS CK FOR OIL LEAK REMOVE ALL RELATED EQUIPMENT TO GAIN ACCESS TO ENGINE OIL COOLER REMOVE AND REPLACE FILL COOLING SYSTEM TOP OFF ENGINE OIL /RUN UNIT NO LEAKS /MOUNT LED LIGHT IN CAB OVER CENTER CONSOLE /REPLACE AIR LINE FITTING REMOVE CENTER SECTION OF DASH REMOVE AND REPLACE PARKING BRAKE VALVE /REPAIR ITEMS ON REPAIR LIST FROM LIGHTS OUT COVERING HOLES IN DASH AND REAR SECTION								
- COOLANT ANTI FEEZE	ELC ROTELLA		Technician Please Sel	10.00	10.79	107.90	10.79	
Totals for Invoice:								
	Parts	Labor	Discount	Subtotal	Haz Mat	Supplies	Tax	Total
	1,841.38	20.00	0.00	1,861.38	0.00	2.00	0.00	1,863.38

Invoice: 004287, Posted On: 01/18/2014

Odometer In: 111,056 Odometer Out: 0

Time Description	Part No.	Category	Technician	Qty	Sale	Ext'd	Price	Rate
- ROCKER SWITCH	PIE-2281701		Technician Please Sel	1.00	19.17	19.17	19.17	
- DOOR SWITCH	PIE-1712407		Technician Please Sel	1.00	23.82	23.82	23.82	
- MAGNET DOOR SWITCH	PIE -1712419		Technician Please Sel	1.00	11.64	11.64	11.64	
- ADAPTOR DOOR SWITCH	PIE 1712418		Technician Please Sel	1.00	22.19	22.19	22.19	
- VACUM PUMP	600-2973		Technician Please Sel	1.00	82.58	82.58	82.58	
2.00 CK FOR NO HEAT			Technician Please Sel	2.00	2.00	2.00		1.00
CK CONTROLLER NO VACUM CK PUMP FOR POWER GOOD REMOVE AND REPLACE VACUM PUMP CK HEAT OK								

Customer and Vehicle Report

Print Date: 02/20/2020

Fire Dept

Average Daily Mileage: 10

Vehicle: 2005 International - 4300SBA, 2034/R59

Totals for Invoice:	Parts	Labor	Discount	Subtotal	Haz Mat	Supplies	Tax	Total
	159.40	2.00	0.00	161.40	0.00	2.00	0.00	163.40

Invoice: 004221, Posted On: 11/29/2013

Odometer In: 109,684 Odometer Out: 0

Time	Description	Part No.	Category	Technician	Qty	Sale	Ext	Price	Rate
-	OIL FILTER	51799		Technician Please Sell	1.00	25.33	25.33	25.33	
-	KING PIN KIT	FAK5454		Technician Please Sell	1.00	141.63	141.63	141.63	
-	LEFT FRONT LIGHT ASSEMBLY	4020383C91		Technician Please Sell	1.00	226.80	226.80	226.80	
-	SEAT BELT ASSEMBLY FEMALE	3711355C92		Technician Please Sell	1.00	44.96	44.96	44.96	
-	DOOR HINGES	3549259C2		Technician Please Sell	4.00	55.61	222.44	55.61	
-	DOOR TRIM RUBBER	3508975C7		Technician Please Sell	1.00	132.37	132.37	132.37	
-	SEAT BELT RETRACTOR	3711331C2		Technician Please Sell	1.00	114.62	114.62	114.62	
-	FAN	827-80224		Technician Please Sell	1.00	125.40	125.40	125.40	
-	SHOUD	226116		Technician Please Sell	1.00	71.49	71.49	71.49	
-	V-BELT	25-9605		Technician Please Sell	1.00	17.72	17.72	17.72	
-	SERPENTINE BELT	25-060490		Technician Please Sell	1.00	17.13	17.13	17.13	
-	HD BELT TENSIONER	38511		Technician Please Sell	1.00	128.41	128.41	128.41	
-	BELT	25-080690		Technician Please Sell	1.00	42.21	42.21	42.21	
-	FUEL FILTER	3403		Technician Please Sell	1.00	10.87	10.87	10.87	
-	TRANS FILTER	18592		Technician Please Sell	1.00	13.31	13.31	13.31	
-	FUEL FILTER	3232		Technician Please Sell	1.00	32.32	32.32	32.32	
-	AIR FILTER	6870		Technician Please Sell	1.00	55.45	55.45	55.45	
-	DASH LIGHT BULBS	2506796C1		Technician Please Sell	10.00	7.34	73.40	7.34	
-	BRAKE PEDAL PAD	2505695C1		Technician Please Sell	1.00	17.45	17.45	17.45	
-	FUSE BLOCK WITH GROUND	782-3206		Technician Please Sell	2.00	25.29	50.58	25.29	
-	TERMINALS	782-2184		Technician Please Sell	10.00	0.79	7.90	0.79	
-	FUSES	782-2183		Technician Please Sell	10.00	0.79	7.90	0.79	
-	FUSES	737300		Technician Please Sell	1.00	19.25	19.25	19.25	
-	3/8 WIRE LOOM	737299		Technician Please Sell	1.00	14.85	14.85	14.85	
-	1/4 WIRE LOOM	782-3205		Technician Please Sell	1.00	36.84	36.84	36.84	
-	LARGE FUSE BLOCK WITH								
-	GROUND								

Customer and Vehicle Report

Print Date: 02/20/2020

Fire Dept

Vehicle: 2005 International - 4300SBA, 2034/R59

Invoice: 004221, Posted On: 11/29/2013

Average Daily Mileage: 10

Odometer in: 109,684 Odometer Out: 0

Time	Description	Part No.	Category	Technician	Qty	Sale	Ext'd	Price	Rate
-	22-18 CONNECTOR	58591		Technician Please Sell	25.00	0.44	11.00	0.44	
-	16-14 BUTT CONECTOR HEAT SHRINK	58590		Technician Please Sell	75.00	0.42	31.50	0.42	
-	2 GAUGE CABLE	736104		Technician Please Sell	25.00	4.72	118.00	4.72	
-	GLASS MOUNT ANTENNA 150-174 MHZ	AP153		Technician Please Sell	1.00	118.09	118.09	118.09	
-	GLASS MOUNT 410-512 MHZ	AP4543		Technician Please Sell	1.00	97.02	97.02	97.02	
-	GLASS MOUNT ANTENNA	KG3E825UD	Electrical	Technician Please Sell	1.00	78.27	78.27	78.27	
-	AIR EJECT	091-28		Technician Please Sell	1.00	268.85	268.85	268.85	
-	WEATHER PROOF ADAPTER KIT	091-28AK-RD		Technician Please Sell	1.00	57.20	57.20	57.20	
-	CABLE FOR INVERTER	736104		Technician Please Sell	1.00	117.98	117.98	117.98	
-	2 OUTLET COVERS 8 BOLTS 8 WASHERS 8 NUTS	MISC		Technician Please Sell	1.00	11.95	11.95	11.95	
60.00	SERVICE AND CK OVER USED UNIT AND DRIVE TRAIN REPLACE LIGHTS			Technician Please Sell	60.00	60.00	60.00		1.00
	CHANGE OIL AND FILTER REPLACE FUEL AND AIR FILTERS CK BRAKES REMOVE AND REPLACE KIN PINS AND BUSHINGS ON BOTH FRONT WHEELS MOUNT NEW FRONT TIRES LUBRICATE BRAKE CALIPER SLIDERS CK BRAKES 75% FRONT AND REAR REMOVE AND REPLACE LEFT FRONT HEADLIGHT ASSEMBLY REPLACE DOOR SEALS REPLACE PASSENGER SEAT BELT ASSEMBLY REPLACE UPPER AND LOWER DOOR HINGES AND ADJUST REPLACE BELTS AND BELT TENSIONER REPLACE TRANS FILTER AND FLUID REPLACE CAB TO BODY SEAL REMOVE AND REPLACE STROBE LIGHT ASSEMBLIES TO LED WIRE LIGHTS TO MATCH NEW RESCUE ON MASTER SWITCH#60								
70.00	NEEDS AUTO EJECTS FOR CHARGER /120 /AND AIR EJECTS ON DRIVERS SIDE MIDDLE SECTION /BOTH RADIOS TRANSFERED /INVERTER			Technician Please Sell	70.00	70.00	70.00		1.00

Customer and Vehicle Report

Print Date: 02/20/2020

Fire Dept

Vehicle: 2005 International - 4300SBA, 2034/R59

Average Daily Mileage: 10

Invoice: 004221, Posted On: 11/29/2013

Odometer In: 109,684 Odometer Out: 0

Time Description	Part No.	Category	Technician	Qty	Sale	Ext	Price	Rate
REMOVE EQUIPMENT FROM OLD RESCUE UNIT /REMOVE BOTH FRONT SEATS								
REMOVE CABINET FROM BACK MOUNT REMOVE TRIM MOUNT RADIOS RUN								
WIRES ADD POWER AND GROUND BOXES MOUNT FIRE COM MOUNT								
INVERTOR RUN POWER AND GROUND LEADS MOUNT FLASH LIGHT								
CHARGERS REMOVE DASH REPLACE BULBS BUILD BRACKET RELOCATE								
REAR CABINET INSTALL SEATS REMOVE REAR RIDER SEAT FOR AIR PACK								
TRANSFER SLIDERS TO SEAT OUT OF CAB INSTALL IN PATIENT								
COMPARTMENT BUILD BOX MOUNT 3 AUTO EJECTS RUN WIRES AND AIR								
LINES REMOVE BATTERY BOX ADJUST SLIDES TO MATCH BODY LINESMOUNT								
COMP STAND AND RUN HARD WIRE ED CHARGER REMOVE REAR								
COMPARTMENT TRIM RUN MAGNETIC SWITCH FOR AIR BAG AIR RELEASE								
- DIESEL OIL SYNTHETIC BLEND	15W-40 SB		Technician Please Sell	26.00	2.53	65.78	2.53	
- FIRE NEW RESCUE	26570R19.5		Technician Please Sell	2.00	280.86	561.72	280.86	
- 15" BLACK TIE WRAPS	63132		Technician Please Sell	20.00	0.29	5.80	0.29	
- CAB TO BODY SEAL	025-5986		Technician Please Sell	1.00	86.08	86.08	86.08	
Totals for Invoice:								
	Parts	Labor	Discount	Subtotal	Haz Mat	Supplies	Tax	Total
	3,279.87	130.00	0.00	3,409.87	0.00	2.00	0.00	3,411.87
Totals for Vehicle:	Parts	Labor	Discount	Subtotal	Haz Mat	Supplies	Tax	Total
	30,558.66	357.00	0.00	30,915.66	0.00	100.00	0.00	31,015.66





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 3/17/2020

Consent item: No

SUBJECT: (G16) Proclamation for Government Finance Professionals Week

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION:

SUMMARY: On March 16-20, 2020, the FGFOA is sponsoring Government Finance Professionals Week, a week-long series of activities aimed at recognizing government finance professionals and the vital services that they provide for local government and the community in which they serve. During this week, government finance professionals throughout the state will be recognized and acknowledged for their hard work, dedication and leadership.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

Scott Neils	Created/Initiated - 2/21/2020
Scott Neils	Approved - 2/25/2020
Jake Johansson	Approved - 2/25/2020
Robin Fenwick	Final Approval - 3/2/2020



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 3/17/2020

Consent item: No

SUBJECT: (H18) Fire Pension Board Trustee Reappointment of Chris Taylor as the Fifth Member

DEPARTMENT: City Clerk

GOAL:

RECOMMENDED MOTION: Move to confirm the reappointment of Chris Taylor to the Fire Pension Board as the Fifth Member.

SUMMARY: The Fire Pension Board has reappointed Christ Taylor as the Fifth Member and request Council confirm the appointment. The term is for one year expiring 12/31/2020.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

Robin Fenwick
Jake Johansson

Created/Initiated - 2/21/2020
Final Approval - 2/21/2020



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 3/17/2020

Consent item: No

SUBJECT: (I19) Second Reading - Ordinance No. 2020-4 - Ex Officio Duties of City Council

DEPARTMENT: City Attorney

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2020-4.

SUMMARY: This amendment is necessary to clarify that the participation of one or more councilmembers on pension boards or the TPO is an ex officio duty of the councilmember and thus not prohibited by the prohibition on dual-office holding.

Project No.: Funding Account No.:

Presenter: Matthew Jones

ATTACHMENTS:

1.	Ord. No. 2020-XX - Ex Officio Duties - Council	Ord. No. 2020-XX - Ex Officio Duties - Council.pdf
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Robin Fenwick

Created/Initiated - 3/3/2020

ORDINANCE NO. 2020-XX

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA AMENDING CHAPTER 2,
ARTICLE II OF THE CODE OF ORDINANCES TO
ESTABLISH SECTION 2-33 PROVIDING FOR THE EX
OFFICIO DUTIES OF CITY COUNCIL; PROVIDING FOR
CODIFICATION; PROVIDING FOR REPEAL OF
CONFLICTING ORDINANCES; PROVIDING FOR
SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Councilmembers and City Manager in and for the City of Port Orange have a variety of matters which fall under their responsibility; and

WHEREAS, the City Manager and Councilmembers are frequently called upon to serve in an *ex officio* capacity on various boards and commissions; and

WHEREAS, while the Constitution does not expressly provide an exception for *ex officio* service, it has long been settled in this state that the legislative designation of an officer to perform *ex officio* the functions of another or additional office does not violate the dual office holding prohibition; and

WHEREAS, this Ordinance is enacted pursuant to the home rule powers of the City of Port Orange as set forth at Article II, Section 2, of the Constitution of the State of Florida, Chapter 166, Florida Statutes, and other applicable controlling law; and

WHEREAS, Councilmembers serving on boards and commissions in their *ex officio* capacity may still vote on matters coming before the boards and commissions; and

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

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

SECTION 1. The City Council of the City of Port Orange, Florida, hereby amends Chapter 2, Article II of the Code of Ordinances to establish a new Section 2-33 which shall read as follows:

Sec. 2-33. – Ex officio duties of council.

- (a) The council shall have the authority to appoint one of its members to serve on the governing board for the River to Sea Transportation Planning Organization.
- (b) The council shall have the authority to appoint one of its members to serve on the pension board for the city's general employees' retirement system.
- (c) The council shall have the authority to appoint one or more of its members to serve on the board of trustees for the city's fire and rescue pension fund.
- (d) The council shall have the authority to appoint one or more of its members to serve on the board of trustees for the city's police pension plan.
- (e) Any appointment pursuant to this section shall constitute service ex officio to the member's service on city council and shall not constitute unlawful dual office-holding under Article II, Section 5(a), Florida Constitution.
- (f) Any member of city council who is appointed to any board, commission, or other position pursuant to this section shall be considered to have voluntarily and irrevocably resigned such seat immediately and simultaneously with the surrender of his or her council seat under any circumstances.

SECTION 2. The provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Port Orange and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION 3. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

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

SECTION 5. This Ordinance shall take effect 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: _____
Matthew J. Jones, City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 3/17/2020

Consent item: No

SUBJECT: (I20) First Reading - Ordinance No. 2020-5 - Small-Scale Comprehensive Plan Ordinance Amendment/Journey's End Planned Commercial Development - Trip Cap Removal (Case No. 19-20000006)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2020-5 to remove a vehicular trip cap placed on ± 6.71 acres per Ordinance No. 2008-9.

SUMMARY: Planning Commission Action (2/27/20): Recommended Approval

The applicant is requesting to remove the vehicular trip cap placed on ± 6.71 acres of the property, located at 5840 and 5850 Journey's End Way, when the Commercial Future land Use (FLU) was applied in 2008 through the Volusia County Growth Management (VGMC) review process at the request of City of New Smyrna Beach. Removal of the trip cap would allow the property to develop under the City's current transportation concurrency regulations that all proposed development in the city is required to comply with.

The subject property includes a vacant commercial lot within the Journey's End Way Planned Commercial Development (PCD) located between Extra Space Storage and Country Inn & Suites, and the Extra Space Storage development site. The subject property is in close proximity to the I-95/Dunlawton interchange, which is identified in the Comprehensive Plan as one of the designated Regional Commercial Nodes generally intended to serve the east central Florida regional market, with a mix of general, specialized, and highly specialized products, services, and attractions.

In 2008, the City of Port Orange Planning Commission and City Council at first reading voted to approve the proposed Commercial FLU without the trip cap, with the intent that transportation concurrency impacts from future development of this property would be reviewed at the time a site plan and end user were identified. As it was in 2008 and currently done, the City studies the actual impacts a development site has on the roadway network when a site plan is submitted and then determines its impact and if payment toward fair-share mitigation projects and/or physical improvements to meet concurrency are necessary. However, a the trip cap was only added for the subject property when the FLU amendment was sent to the Volusia Growth Management Commission (VGMC) in May 2008 and staff from an adjacent city made the request for the trip cap to minimize the impact at the I-95 Interchange area. At the time an end user for the subject property was not identified, so the property owner agreed to the trip cap as a way to move forward with the amendment and not have a hearing before the

Volusia Growth Management Commission (VGMC). Since the trip cap was applied, there have been a number of roadway capacity improvements to the I-95 Interchange area (added turn lanes, extension of existing turn lanes, sidewalks, etc.) and the City continues to work with FDOT and Volusia County on future projects to improvement capacity and pedestrian safety in this area, such as the installation of the Adaptive Signal Control Technologies (ASCT), modification to existing turn lanes and medians, and pedestrian signal technologies. Volusia County Traffic Engineering staff supported the removal of the vehicular trip cap on the subject property and application of standard traffic concurrency standards for any proposed commercial development.

The removal of the trip cap will be necessary to facilitate a majority of any type of commercial development on the subject property. If approved, the applicant plans to request approval of the 4th Amendment to the Journey's End PCD Master Development Agreement (MDA) and Conceptual Development Plan (CDP) to allow for the development of a hotel along with associated improvements on the vacant commercial lot (see Case No. 19-40000006).

All future development plans submitted will require detailed technical review by the Development Review Committee (SDRC) to determine all requirements in the Land Development Code (LDC) are met. As with all development, a specific site plan or subdivision will be subject to concurrency regulations requiring adequate public facilities to be provided to mitigate impacts.

The staff report is attached for your review.

Project No.: Funding Account No.:

Presenter: Penelope Cruz

ATTACHMENTS:

1.	Ord No 2020-5	Ord No 2020-5.pdf
2.	STAFF REPORT	STAFF REPORT.pdf

Penelope Cruz	Created/Initiated - 2/27/2020
Tim Burman	Approved - 2/27/2020
Shannon Balmer	Approved - 3/5/2020
Jake Johansson	Approved - 3/6/2020
Robin Fenwick	Final Approval - 3/6/2020

ORDINANCE NO. 2020-5

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, RELATING TO
COMPREHENSIVE PLANNING; AMENDING ORDINANCE
2008-9 TO REMOVE THE VEHICUALR TRIP CAP AS
APPLIED TO $\pm$ 6.71 ACRES OF THE SUBJECT PROPERTY
LOCATED AT 5840 AND 5850 JOURNEY'S END WAY;
PROVIDING FOR CONFLICTING ORDINANCES,
SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, after careful review and a public hearing, the Planning Commission, sitting as the Local Planning Agency, has forwarded a recommendation to the City Council regarding this proposed amendment to the Comprehensive Plan for the City of Port Orange; and

WHEREAS, the proposed amendment to the Comprehensive Plan directly relates to small scale development activities as provided in Section 163.3187(1)(c), Florida Statutes; and

WHEREAS, the City Council of the City of Port Orange has received comments and proposals from the general public and held at least one public hearing with regard to the proposed amendment to the Comprehensive Plan; and

WHEREAS, the amendment to the Comprehensive Plan shall be submitted to the Volusia Growth Management Commission for a determination of consistency in accordance with Section 202.3 of the Charter of Volusia County, Florida; and

WHEREAS, the City Council hereby declares that the purpose and intent of the proposed amendment to the Comprehensive Plan is to guide future growth and development; encourage the most appropriate use of land, water, and other resources,

consistent with the public interest; promote and protect the public health, safety, comfort, good order, appearance, convenience, aesthetics, and general welfare; prevent the overcrowding of land and avoid undue concentration of population; provide adequate and efficient transportation, water, sewage, drainage, fire protection, parks, recreational facilities, housing, and other services, facilities and resources; and conserve and protect natural resources within the City, while protecting private property rights; and

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

Section 1. For purposes herein, the term “Comprehensive Plan”, shall mean the Comprehensive Plan for the City of Port Orange, consisting of the two (2) volumes entitled “Comprehensive Plan City of Port Orange 2010-2025”, including Binder No. 1, consisting of ten (10) elements, including Future Land Use and Future Land Use Map; Transportation; Housing; Public Facilities; Public Schools Facilities; Coastal Zone Management; Conservation; Recreation and Open Space; Intergovernmental Coordination; and Capital Improvements, all as adopted by Ordinance No. 1999-43, as subsequently amended by Ordinances No. 1999-46, 1999-56, 1999-57, 2000-1, 2000-8, 2000-13, 2000-25, 2000-29, 2000-41, 2001-2, 2001-21, 2001-26, 2001-28, 2001-75, 2001-76, 2001-89, 2002-7, 2002-20, 2003-3, 2003-1, 2003-22, 2003-39, 2004-34, 2004-39, 2005-1, 2005-3, 2005-13, 2005-15, 2005-25, 2005-27, 2005-30, 2005-31, 2005-49, 2006-9, 2006-16, 2006-24, 2006-41, 2006-51, 2006-53, 2007-4, 2007-14, 2007-30, 2007-48, 2007-55, 2007-57, 2007-60, 2007-61, 2008-2, 2008-8, 2008-9, 2008-12, 2008-16, 2008-19, 2008-36, 2009-3, 2009-19, 2009-20, 2010-14, 2010-20, 2010-30, 2011-24, 2011-34, 2012-8, 2012-24, 2012-30, 2013-20, 2013-25, 2014-31, 2014-32,

2015-42, 2015-44, 2016-6, 2016-20, 2016-24, 2016-26, 2017-4, 2017-33, 2018-10, 2018-15, 2018-18, 2018-20, 2018-29, 2018-30, 2019-1, 2019-20, 2019-23, 2019-33, 2019-41, 2020-2, and this ordinance.

Section 2. Ordinance 2008-9 is hereby amended to remove the vehicular trip cap as it applies to $\pm$ 6.71 acres of the subject property located at 5840 and 5850 Journey's End Way, allowing the subject property to develop under the City's current transportation concurrency regulations.

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

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

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

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of

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

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney



STAFF REPORT - *REVISED*

Small-Scale Comprehensive Plan Ordinance Amendment/
Journey's End
Case No. 19-20000006

REQUEST:	Removal of vehicular trip cap per Ord. 2008-9
LOCATION:	5840 and 5850 Journey's End Way
APPLICANT:	Robert A. Merrell III, Esq., Cobb Cole
PROPERTY OWNER:	Todd Marshall, Port Orange Stow A Way, LLC; Port Orange SS Associates LLC
STAFF CONTACT:	Penelope Cruz, Planning Manager (386) 506-5671
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval (February 27, 2020)
CITY COUNCIL DATE:	March 17, 2020

INTRODUCTION

The applicant is requesting to remove the vehicular trip cap placed on ±6.71 acres of the subject property when the *Commercial* Future land Use (FLU) was applied in 2008. Removal of the trip cap would allow the property to develop under the City's current transportation concurrency regulations that all proposed development in the city is required to comply with.

The subject property includes a vacant commercial lot within the Journey's End Way Planned Commercial Development (PCD) located between Extra Space Storage and Country Inn & Suites, and the Extra Space Storage development site. The subject property is in close proximity to the I-95/Dunlawton interchange, which is identified in the Comprehensive Plan as one of the designated Regional Commercial Nodes generally intended to serve the east central Florida regional market, with a mix of general, specialized, and highly specialized products, services, and attractions. If the vehicular trip cap amendment request is approved, the applicant plans to request approval of the 4th Amendment to the Journey's End PCD Master Development Agreement (MDA) and Conceptual Development Plan (CDP) to allow for the development of a hotel along with associated improvements on the vacant commercial lot (see Case No. 19-40000006).

Figure 1. Location Map



PROPOSED AMENDMENT

The applicant is requesting to remove the vehicular trip cap placed on the subject property when the Commercial Future land Use (FLU) was applied in 2008. Removal of the trip cap would allow the property to develop under the City's current transportation concurrency regulations that all proposed development in the city is required to comply with.

As part of the 2008 approval of the Comprehensive Plan Amendment, a vehicular trip cap of 301 total daily trips was placed over the subject property and the Extra Space Storage property at the request of the City of New Smyrna Beach per Ordinance 2008-9. The 301-trip cap figure was based on the daily trips that the prior FLU designation (*Suburban Residential* 2-4 units/acre) could theoretically generate; it was not based on an actual development or a traffic analysis of the area. In 2008, the City of Port Orange Planning Commission and City Council at first reading voted to approve the proposed *Commercial* FLU without the trip cap, with the intent that transportation concurrency impacts from future development of this property would be reviewed at the time a site plan and end user were identified. As it was in 2008 and currently done, the City studies the actual impacts a development site has on the roadway network when a site plan is submitted and then determines its impact and if payment toward fair-share mitigation projects and/or physical improvements to meet concurrency are necessary. However, a the trip cap was only added for the subject property when the FLU amendment was sent to the Volusia Growth Management Commission (VGMC) in May 2008 and staff from an adjacent city made the request for the trip cap to minimize the impact at the I-95 Interchange area. At the time an end user for the subject property was not identified, so the property owner agreed to the trip cap as a way to move forward with the amendment and not have a hearing before the Volusia Growth Management Commission (VGMC). Since the trip cap was applied, there have been a number of roadway capacity improvements to the I-95 Interchange area (added turn lanes, extension of existing turn lanes, sidewalks, etc.) and the City continues to work with FDOT and Volusia County on future projects to improvement capacity and pedestrian safety in this area, such as the installation of the Adaptive Signal Control Technologies (ASCT), modification to existing turn lanes and medians, and pedestrian signal technologies.

The removal of the trip cap will be necessary to facilitate a majority of any type of commercial development on the subject property. Currently, only 128 daily trips remain since the development of the Extra Space Storage Facility uses 173¹ of the 301 daily trips. Regardless if the trip cap is removed, increased, or remains, any future development on the subject property will be required to comply with the City's current transportation concurrency regulations and pay toward any City Transportation Fair-Share projects if there are impacts to roadways that are near or over capacity.

In May 2019, City staff spoke with Volusia County Traffic Engineering staff regarding the removal of the trip cap and Volusia County staff supported the removal of the vehicular

¹ Based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 10th Edition

trip cap on the subject property and application of standard traffic concurrency standards for any proposed commercial development.

All future development plans submitted will require detailed technical review by the Development Review Committee (SDRC) to determine all requirements in the Land Development Code (LDC) are met. As with all development, specific site development proposals for the subject property are subject to concurrency regulations at the time of development requiring transportation facilities to be provided or for the developer to enter into a mitigation agreement for their impacts.

IMPACT ANALYSIS

The traditional theoretical maximum impact comparison analysis is not applicable for the subject amendment as there is no change to the *Commercial* Future Land Use (FLU) designation of the subject property proposed. The theoretical maximum impact comparison analysis for all public infrastructure and services was included in the 2008 staff report when the subject property was designated *Commercial* on the Future Land Use Map. However, for discussion purposes, a impact comparison analysis is provided below for transportation that compares the subject property with the current *Commercial* FLU designation with a 301 daily vehicular trip cap and the *Commercial* FLU designation with the vehicular trip cap removed that is based on current and projected use of the subject property.

FLU Designation	Current Commercial FLU w/trip cap	Current Commercial FLU w/out trip cap	Net Change
Commercial	301 daily trips	1,214 daily trips*	913 daily trips

*173 daily trips for the existing Extra Space Storage (Source: TIA for approved Site Plan), plus 1,041 daily drips for a 130-room hotel (Source: Land Use 310 – ITE Trip Generation Manual, 10th Edition)

Based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 10th Edition, the proposed vehicular trip cap removal could allow for the generation of 817 more daily trips. As with all development, the specific site development proposal for the subject property will be subject to concurrency regulations at the time of development, requiring adequate transportation facilities to be provided or to mitigate their impacts.

REVIEW CRITERIA AND STAFF FINDINGS

1. *Consistency with the City's Comprehensive Plan.*

Staff finding: The proposed trip cap removal is consistent with the pertinent Goals, Objectives, and Policies of the City's Comprehensive Plan. The proposed amendment does not change the FLU designation of the subject property and provides for traffic impacts to be addressed using the adopted concurrency management system. As with all development, the specific site development proposals for the subject property will be subject to concurrency regulations requiring adequate public facilities to be provided to mitigate the impacts.

2. *Compatibility with land use designations for adjacent parcels and neighborhoods.*

Staff finding: 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 negatively impacted by the other. The proposed amendment does not change the FLU of the property. It was previously determined in 2008, when the *Commercial* FLU designation was applied to the subject property, that it is compatible with the adjacent properties. Any future development will be required to comply with all LDC requirements, including those pertaining to buffers and screening (fence or wall) between non-residential and existing adjacent residential homes.

3. *Impacts on public facilities/infrastructure/services.*

Staff finding: The subject amendment does not change to the FLU designation of the subject property. The theoretical maximum impact comparison analysis for all public infrastructure and services was conducted in 2008 when the subject property was designated *Commercial* on the Future Land Use Map. The detailed use-specific concurrency analysis will be conducted as part of any future proposed development. As with all development, a specific site plan or subdivision will be subject to concurrency regulations requiring adequate public facilities to be provided to mitigate impacts.

4. *Whether the amendment increases the clearance time for evacuation of the population in the Hurricane Vulnerability Zone above twelve hours.*

Staff finding: The subject property is not located within the Hurricane Vulnerability Zone and will not have any negative impact on the clearance time for evacuation of the population in the Hurricane Vulnerability Zone.

5. *Whether the amendment discourages the proliferation of urban sprawl.*

Staff finding: The proposed amendment will not encourage sprawl. The amendment area is surrounded by existing development, with access to existing infrastructure.

PUBLIC NOTICE

On January 8, 2020, staff posted the property notifying the public of the proposed amendment. As of the time this agenda item was prepared, staff has received one (1) inquiry requesting general information regarding the proposed amendment. The proposed amendment has also been advertised in the *News-Journal* pursuant to Florida Statutes.

STAFF RECOMMENDATION

Staff recommends approval of the request to remove the vehicular trip cap on property located at 5840 and 5850 Journey's End Way, and authorization for staff to send the amendment to the required review agencies.

ATTACHMENTS

Exhibit 1 – Applicant's Traffic Study



Ref: 4748.01

TECHNICAL MEMORANDUM

To: Todd Marshall, President (Stow-A-Way Management Company)
From: R. Sans Lassiter, P.E.
Subject: Journey's End Hotel – Due Diligence Study/Traffic Assessment
Date: February 21, 2019

INTRODUCTION

LTG, Inc. (LTG) has been retained by Stow-A-Way Management Company to prepare a traffic assessment and recommendation for the proposed Journey's End Hotel located in the City of Port Orange, FL. The land use plan for which the assessment will be based upon is provided below:

- Journey's End Hotel = 130 Hotel Rooms

Build-out of the proposed development is anticipated by year 2020. Access to the development will be provided by a full-access driveway location at the end of Journey's End Drive. Figure 1 graphically depicts the location of the study area within the surrounding network.

The intent of the report is to determine the potential transportation impact of the proposed development, as it relates to the existing and future segment capacity along SR 421/Dunlawton Avenue and to identify any required mitigation or roadway improvements due to build-out of the project. Standard engineering and planning procedures were used. Reference data was obtained from the Florida Department of Transportation (FDOT), the Volusia County Traffic Engineering Department, the City of Port Orange Public Works and/or Development Services Departments, the Institute of Transportation Engineers (ITE), and the River to Sea Transportation Planning Organization (R2CTPO).

PLANNED ROADWAY IMPROVEMENTS

The R2CTPO Long Range Transportation Plan, The City of Port Orange and the FDOT five-year work program were reviewed to determine those roadway improvements planned and/or programmed in the immediate study area. Based on the information obtained, an upgraded signal timing system (adaptive control) along Dunlawton Avenue is a funded planned future improvement to be implemented by year 2020.

STUDY AREA

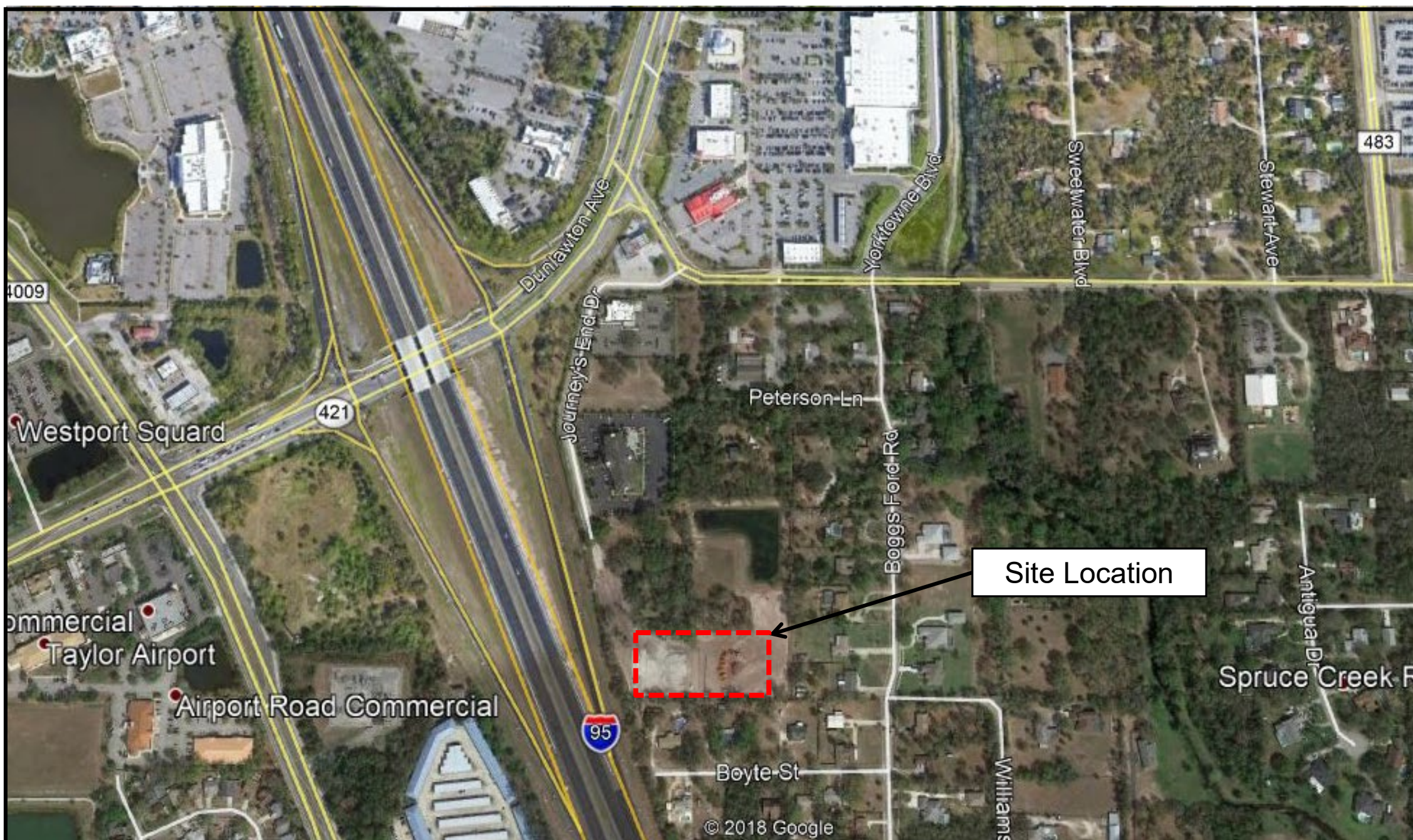
The following study area for this project will consist of the following intersections & roadway segments:

Intersections

- Journey's End Drive at Taylor Road
- Williamson Boulevard at Taylor Road
- I-95 Ramps (Northbound & Southbound) at Dunlawton Avenue
- Dunlawton Avenue at Taylor Road
- Taylor Road at Yorktowne Boulevard
- Dunlawton Avenue at Yorktowne Boulevard

Roadway Segments

- Dunlawton Avenue, from Williamson Boulevard to Clyde Morris Boulevard



Journey's End Hotel



Site Location Map

Project No.:4748.01

Figure: 1



1450 W. Granada Blvd, Suite 2 – Ormond Beach, Florida 32174
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TECHNICAL MEMORANDUM

Todd Marshall
February 21, 2019
Page 3

EXISTING INTERSECTION ANALYSIS

Turning movement counts (TMCs) were conducted during the a.m. and p.m. peak-hour on May 23rd, May 25th, and June 20th of 2018, and on January 16th of 2019 at the study area intersections. The FDOT's Seasonal Factor (SF) for the time the TMCs were collected dictates SF values ranging from 1.00-1.04. The existing a.m. and p.m. peak-hour traffic volumes used in the analysis are presented in Figure 2.

The existing operating conditions at the study area intersections were analyzed using *Synchro 10* software. Signal timings were obtained from Volusia County. The existing a.m. and p.m. peak-hour level-of-service (LOS) at each intersection is shown in Table 1.

Table 1
Existing A.M. and P.M. Peak-Hour LOS – Intersection Analysis
Journey's End Hotel

Intersection	Control Type	Adopted LOS	Existing Conditions					
			A.M. Peak-Hour			P.M. Peak-Hour		
			Delay (sec.)	LOS	V/C greater than 1.0?	Delay (sec.)	LOS	V/C greater than 1.0?
Journey's End Dr. at Taylor Rd.	Unsignalized	E	16.7	C	No	15.6	C	No
Williamson Blvd. at Taylor Rd.	Signalized	E	55.1	E	No	81.7	F	Yes
Dunlawton Ave. at I-95 SB Ramps	Signalized	D	20.5	C	No	17.4	B	No
Dunlawton Ave. at I-95 NB Ramps	Signalized	D	23.3	C	No	67.0	E	Yes
Dunlawton Ave. Taylor Rd.	Signalized	D	8.6	A	No	3.2	A	No
Taylor Rd. at Yorktowne Blvd.	Signalized	E	19.6	B	No	46.8	D	No
Yorktowne Blvd. at Dunlawton Ave.	Signalized	D	40.0	D	No	46.0	D	No

As indicated in Table 1, two signalized intersections in the study area do not currently operate within the adopted LOS during the p.m. peak-hour. Signal timing optimization at each intersection is recommended in order to achieve acceptable LOS and volume-to-capacity (v/c) ratios. The results of the analysis with the proposed improvements are provided in Table 2.

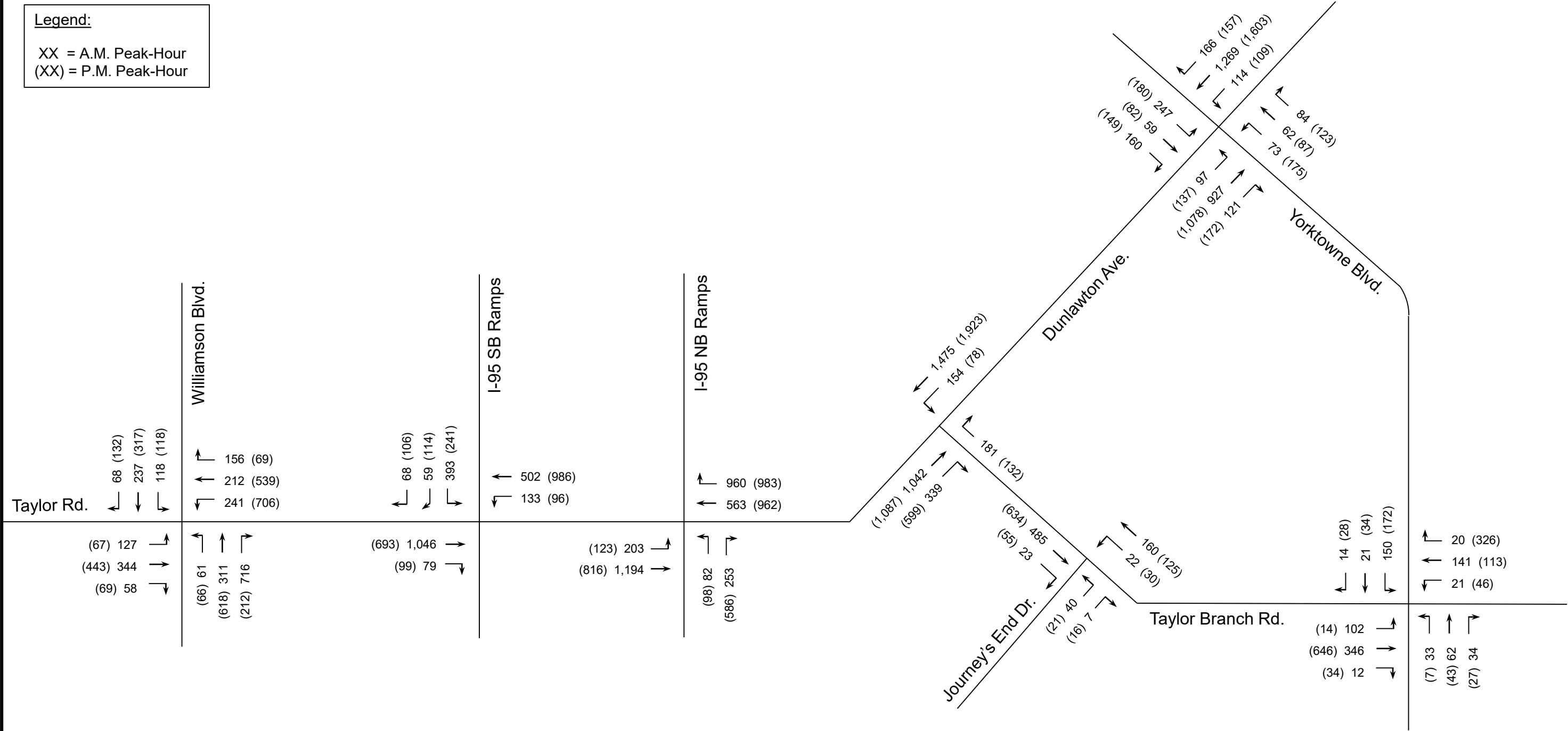
Table 2
Existing A.M. and P.M. Peak-Hour LOS – Improved Intersection Analysis
Journey's End Hotel

Intersection	Adopted LOS	Existing Conditions Improved		
		P.M. Peak-Hour		
		Delay (sec.)	LOS	V/C greater than 1.0?
Williamson Blvd. at Taylor Rd.	E	52.4	D	No
Dunlawton Ave. at I-95 NB Ramps	E	35.8	D	No

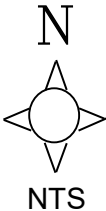
Legend:

XX = A.M. Peak-Hour

(XX) = P.M. Peak-Hour



Journey’s End Hotel



Existing A.M. & P.M. Turning
Movement Counts

Project Number: 4748.01

Figure 2



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TECHNICAL MEMORANDUM

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EXISTING SEGMENT ANALYSIS

The Average Annual Daily Traffic (AADT) for the study roadway segments was obtained from the Volusia County 2017 Average Annual Daily Traffic & Historical Counts spreadsheet. The results of the existing segment analysis for Dunlawton Avenue, from Williamson Boulevard to Clyde Morris Boulevard, during the peak-hour is provided in Table 3. As indicated in Table 3, Dunlawton Avenue currently operates within the adopted LOS during the peak-hour.

Table 3
Roadway Segment Analysis – Existing Conditions
Journey's End Hotel

Roadway	Limits		No. of Lanes	Adopted LOS	Peak-Hour Two-Way Capacity ¹	2017 AADT	Count Source	K-Factor	Existing Peak-Hour Two-Way Volume	V/C Ratio	Existing Volume Exceed Adopted LOS?
	From	To									
Dunlawton Ave.	Williamson Blvd.	Clyde Morris Blvd.	6	D	5,390	49,000	County	0.09	4,410	0.82	No

¹The adopted LOS and existing peak-hour two-way capacity obtained from the 2017 Volusia County Traffic Count Spreadsheet.

2020 BACKGROUND TRAFFIC

The FDOT *Traffic Trends* software and the past five years of historical AADT data were used to determine the historical growth on each segment. Vested trip information as it pertains to the study area for approved projects in the immediate area were also included in the future condition analysis. A comparison between the historical growth and vested traffic, obtained from Volusia County and the City of Port Orange, was used to determine the applied growth rate percentage for the segment analysis. The growth comparison and applied growth used in the analysis are provided in Table 4. The growth rates were then applied to the existing traffic volumes to determine the 2020 background traffic for the segment analysis.

Table 4
Historical Growth Rates and Vested Traffic
Journey's End Hotel

Roadway	Segment		Historical Growth		P.M. Peak-Hour Vested Traffic	Applied Growth
	From	To	Average Annual (%)	P.M. Peak-Hour Trip Increase		
Taylor Rd.	Crane Lake Rd.	Summer Trees Rd.	3.68%	166	71	3.68%
	Dunlawton Ave.	Clyde Morris Blvd.	3.28%	129	151	Vested
	Beville Rd.	Madeline Ave.	4.60%	220	226	Vested
	Madeline Ave.	Willow Run Blvd.	5.11%	250	244	5.11%
	Willow Run Blvd.	Town West Blvd.	4.72%	227	399	Vested
	Taylor Rd.	Spruce Creek Bridge	4.61%	297	752	Vested
Dunlawton Ave.	Williamson Blvd.	Taylor Rd.	2.00%	270	506	Vested
	Taylor Rd.	Yorktowne Blvd.	2.00%	270	506	Vested
	Yorktowne Blvd.	Clyde Morris Blvd.	2.00%	270	236	2.00%
Journey's End Dr.	Taylor Rd.	Project	2.00%	2	0	2.00%

Please note that vested traffic information is only documented for the p.m. peak-hour period. Therefore, the historical growth rates were used to determine 2020 background traffic for intersection analyses.

TECHNICAL MEMORANDUM

Todd Marshall
February 21, 2019
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PROJECT TRIP GENERATION & DISTRIBUTION

The daily, a.m., and p.m. project trip generation for the proposed development was determined using the Institute of Transportation Engineers (ITE), *Trip Generation Manual, 10th Edition*. The project trip generation is presented in Table 5.

Table 5
Daily, A.M. and P.M. Peak-Hour Project Trip Generation
Journey's End Hotel

Time Period	Land Use	Land Use Code	Trip Rate Equation	Quantity (X)	Units	Total Trips (T)	Percent Entering	Percent Exiting	Trips Entering	Trips Exiting
Daily	Hotel	310	$T = 11.29(X) - 426.97$	130	Rooms	1,041	50%	50%	521	521
A.M. Peak-Hour			$T = 0.50(X) - 5.34$			60	59%	41%	35	25
P.M. Peak-Hour			$T = 0.75(X) - 26.02$			71	51%	49%	36	35

PROJECT TRIP DISTRIBUTION & ASSIGNMENT

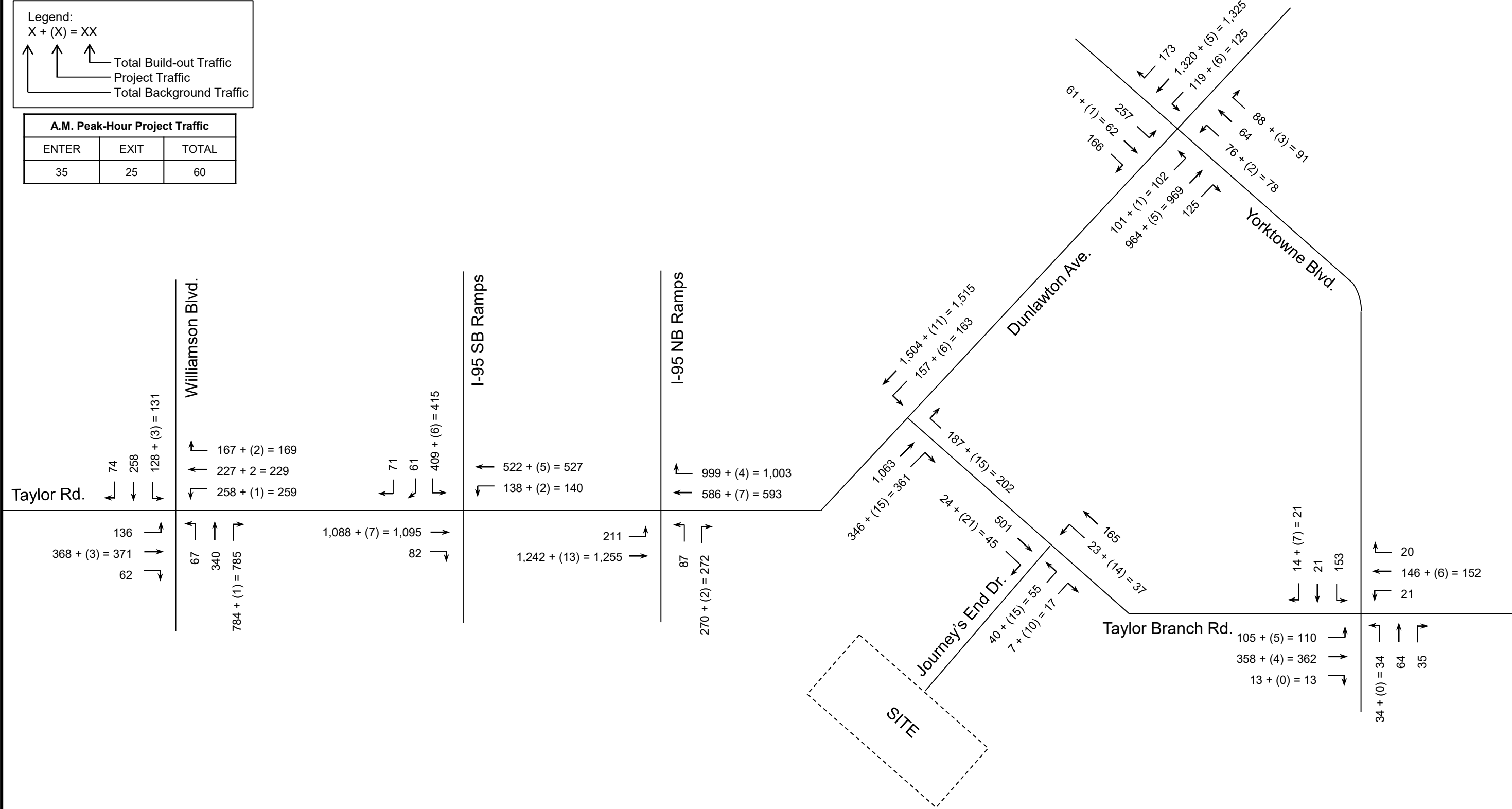
The process of determining the directional flow of traffic associated with a new development is called trip distribution. The Central Florida Regional Planning Model (CFRPM), version 6.1 was used to determine the primary project trip distribution. Engineering judgement was used to distribute project trips among the two project driveways. The resulting project trip distribution is graphically illustrated in Figure 3.

Using the project trip distribution, the a.m. and p.m. peak-hour project trips were assigned to the study area roadway network. Figures 4, and 5 graphically depict the 2020 background traffic, peak-hour project traffic, and resulting 2020 build-out traffic during the a.m. and p.m. peak-hours, respectively.

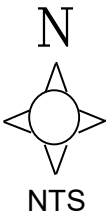
Legend:
 $X + (X) = XX$

Total Build-out Traffic
 Project Traffic
 Total Background Traffic

A.M. Peak-Hour Project Traffic		
ENTER	EXIT	TOTAL
35	25	60



Journey's End Hotel



Build-Out A.M. Peak-Hour
Volumes

Project Number: 4748.01

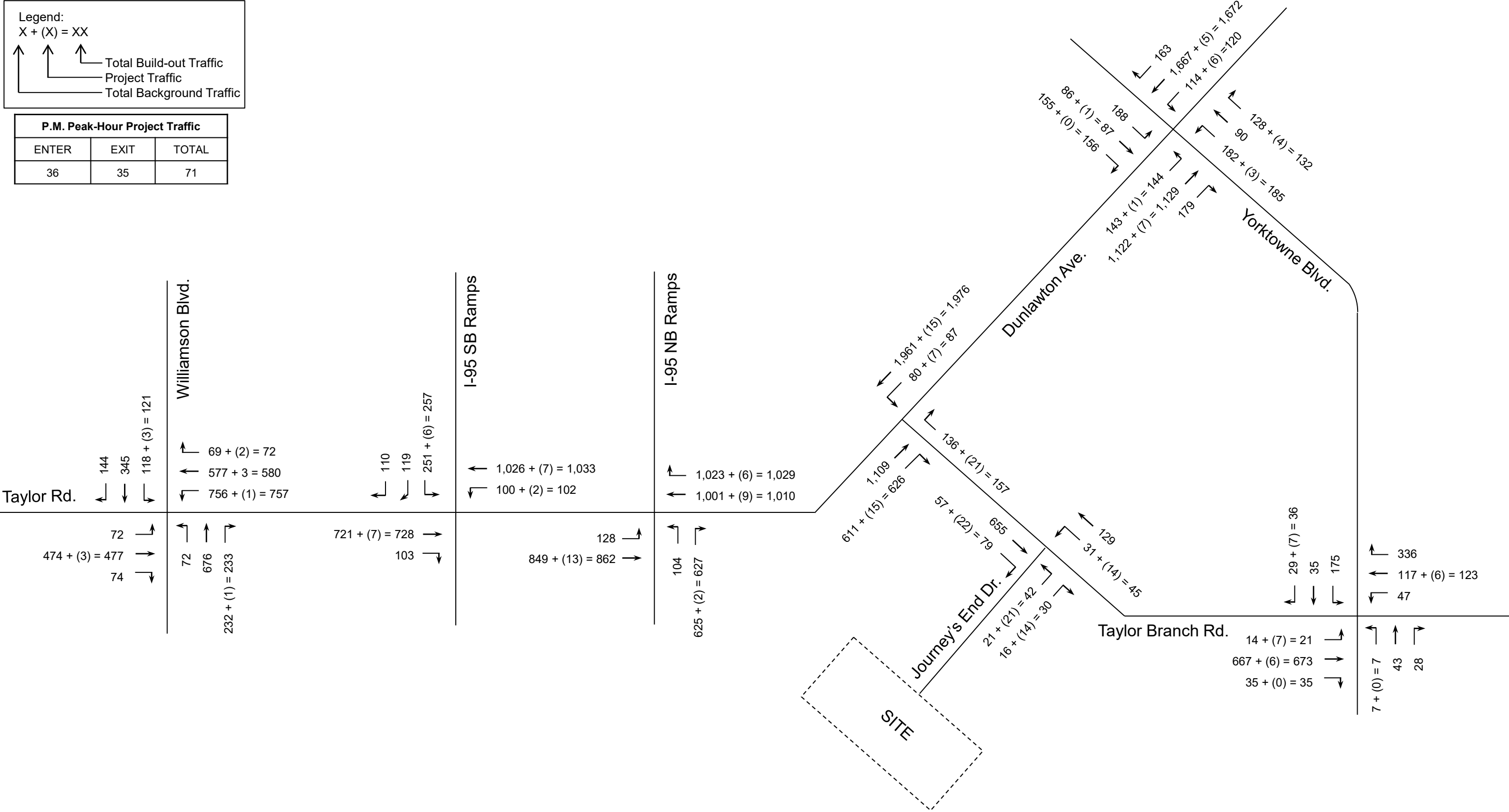
Figure 4



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Legend:
X + (X) = XX

P.M. Peak-Hour Project Traffic		
ENTER	EXIT	TOTAL
36	35	71



TECHNICAL MEMORANDUM

Todd Marshall
February 21, 2019
Page 10

2020 BUILD-OUT INTERSECTION ANALYSIS

The study area intersections were analyzed based on the roadway conditions at the time of project build-out to determine potential impacts of project-generated trips and investigate mitigation requirements. The resulting operational LOS under 2020 build-out conditions during the a.m. and p.m. peak-hours is provided in Table 6.

Table 6
2020 Build-Out A.M. and P.M. Peak-Hour LOS – Intersection Analysis
Journey's End Hotel

Intersection	Control Type	Adopted LOS	2020 Build-Out Conditions					
			A.M. Peak-Hour			P.M. Peak-Hour		
			Delay (sec.)	LOS	V/C greater than 1.0?	Delay (sec.)	LOS	V/C greater than 1.0?
Journey's End Dr. at Taylor Rd.	Unsignalized	E	20.5	C	No	20.1	C	No
Williamson Blvd. at Taylor Rd.	Signalized	E	60.3	E	Yes	54.2	D	No
Dunlawton Ave. at I-95 SB Ramps	Signalized	D	20.5	C	No	17.3	B	No
Dunlawton Ave. at I-95 NB Ramps	Signalized	D	23.9	C	No	37.9	D	No
Dunlawton Ave. at Taylor Rd.	Signalized	D	9.0	A	Yes	3.2	A	No
Yorktowne Blvd. at Taylor Rd.	Signalized	E	21.6	C	No	50.5	D	Yes
Yorktowne Blvd. at Dunlawton Ave.	Signalized	D	41.2	D	No	47.8	D	No

As shown in Table 6, three of the study area intersections are not expected to operate within adopted service standards under 2020 build-out conditions. Signal timing optimization at the intersections of Williamson Boulevard at Taylor Road and Dunlawton Avenue at Taylor Road is recommended in order to achieve acceptable level of service standards and v/c ratios. Please note that signal system updates are already planned and programmed to be implemented along Dunlawton Avenue (including the Williamson Boulevard intersection) by year 2020.

At the intersection of Yorktowne Boulevard at Taylor Road, it is recommended that the exclusive southbound right-turn lane be converted into a shared southbound thru-right lane, and the current southbound shared thru-left lane be converted into an exclusive southbound left-turn lane. The results of the analysis with the proposed improvements at each intersection are provided in Table 7.

Table 7
2020 Build-Out A.M. and P.M. Peak-Hour LOS – Improved Intersection Analysis
Journey's End Hotel

Intersection	Adopted LOS	2020 Build-Out Conditions Improved					
		A.M. Peak-Hour			P.M. Peak-Hour		
		Delay (sec.)	LOS	V/C greater than 1.0?	Delay (sec.)	LOS	V/C greater than 1.0?
Williamson Blvd. at Taylor Rd.	E	56.3	E	No	-	-	-
Dunlawton Ave. at Taylor Rd.	D	6.4	A	No	-	-	-
Yorktowne Blvd. at Taylor Rd.	E	-	-	-	20.2	C	No

TECHNICAL MEMORANDUM

Todd Marshall
February 21, 2019
Page 11

2020 BUILD-OUT SEGMENT ANALYSIS

The study area roadway segments were analyzed under 2020 build-out conditions to determine the anticipated two-way peak-hour LOS at the time of build-out. The results are provided in Table 10.

Table 10
Roadway Segment Analysis – 2020 Build-Out
Journey's End Hotel

Roadway	Segment		Adopted LOS	Peak-Hour Two-Way Capacity	Existing Peak-Hour Two-Way Volume	Historical Growth Rate (%)	Vested Trips	2020 Background Traffic	Project Dist.	Project Trips	2020 Build-Out Traffic	V/C Ratio	2020 Build-Out Traffic Exceed Adopted LOS?
Dunlawton Ave.	Williamson Blvd.	Taylor Rd.	D	5,390	4,410	-	506	4,916	41.3%	61	4,977	0.92	No
	Taylor Rd.	Yorktowne Blvd.	D	5,390	4,410	-	506	4,916	57.6%	85	5,001	0.93	No
	Yorktowne Blvd.	Clyde Morris Blvd.	D	5,390	4,410	2.00%	-	4,680	31.4%	46	4,726	0.88	No
Journey's End Dr.	Project Driveway	Taylor Rd.	E	1,020	122	2.00%	-	124	100.00%	148	272	0.27	No

As shown in Table 10, The roadway segments of Dunlawton Avenue, from Williamson Boulevard to Clyde Morris Boulevard are expected to operate within an adopted LOS during the p.m. peak-hour under 2020 build-out conditions.

CONCLUSION

The intent of the report is to determine the potential transportation impact of the proposed development, as it relates to the existing and future segment capacity along SR 421/Dunlawton Avenue, and to identify any required mitigation or roadway improvements due to build-out of the project. The study area intersections are expected to operate within the adopted LOS during the a.m. and p.m. peak-hours under 2020 build-out conditions upon completion of the planned adaptive signal control system along Dunlawton Avenue. It is recommended that pavement marking updates and signal optimization at the Taylor Road at Yorktowne Boulevard intersection be considered to improve the v/c ratio in the southbound direction. Dunlawton Avenue, from Williamson Boulevard to Clyde Morris is expected to operate within the adopted LOS during the p.m. peak-hour under 2020 build-out conditions; signifying that capacity is available along this segment to accommodate the proposed project. Therefore, no roadway improvements or further mitigation is warranted at this time.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 3/17/2020

Consent item: No

SUBJECT: (I21) First Reading - Ordinance No. 2020-6 - Fourth Amendment to the Master Development Agreement and Conceptual Development Plan for the Journey's End Planned Commercial Development (Case No. 19-40000006)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2020-6 approving the Fourth Amendment to the Master Development Agreement and Conceptual Development Plan for the Journey's End Planned Commercial Development, as recommended by the Planning Commission.

SUMMARY: Planning Commission Action (2/27/20): Recommended Denial

The subject property is the commercial lot located at 5840 Journey's End Way, on the east side of Journey's End Way between the Country Inn and Suites Hotel and the Extra Space Storage Facility, within Journey's End Planned Commercial Development (PCD). Journey's End PCD is located on the south side of Dunlawton Avenue, east of I-95. The proposed 4th Amendment to the Journey's End Master Development Agreement (MDA) and Conceptual Development Plan (CDP) would add "hotel" as a permitted use for the subject commercial lot, and revise the building and parking layout of the Conceptual Development Plan (CDP) for the subject lot. The MDA currently permits commercial uses that include, restaurants, banks, professional and medical offices, and retail sales and services on the subject lot. The proposed amendment would expand the allowed uses on the subject lot by adding "hotel" to the list of allowed commercial uses.

Water and sewer are available and serves the subject property. As part of any future site improvements, a site plan would be required and stormwater, traffic generation, landscaping, tree preservation, architecture, parking lot design will be addressed in accordance with the Journey's End MDA, associated amendments to the Journey's End MDA, and the LDC. The applicant is not requesting any deviations from the LDC or Journey's End MDA as part of the proposed amendment. The staff report is attached for more detail.

Project No.: Funding Account No.:

Presenter: Penelope Cruz

ATTACHMENTS:

1.	Ord. No. 2020-6 with exhibit	Journeys End Fourth MDA.pdf
2.	STAFF REPORT	STAFF REPORT.pdf

Penelope Cruz	Created/Initiated - 2/27/2020
Tim Burman	Approved - 2/27/2020
Shannon Balmer	Approved - 3/5/2020
Jake Johansson	Approved - 3/6/2020
Robin Fenwick	Final Approval - 3/6/2020

ORDINANCE NO. 2020-6

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, APPROVING THE FOURTH
AMENDMENT TO THE MASTER DEVELOPMENT
AGREEMENT FOR JOURNEY'S END (f/k/a THE PEACOCK
WAY) PLANNED COMMERCIAL DEVELOPMENT (PCD) AND
THE CONCEPTUAL DEVELOPMENT PLAN (CDP);
PROVIDING FOR REPEAL OF CONFLICTING
ORDINANCES; PROVIDING FOR SEVERABILITY; AND
PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and Developer desire to enter into the Fourth Amendment to the Master Development Agreement for Journey's End (f/k/a The Peacock Way) Planned Commercial Development (PCD) ("MDA") and Conceptual Development Plan ("CDP"); (hereinafter referred to as the "Fourth Amendment"); and

WHEREAS, the Developer submitted a request to the Planning Commission to approve the Fourth Amendment; and

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

WHEREAS, the Planning Commission has by majority vote made a recommendation of denial of the proposed Fourth Amendment; and

WHEREAS, the City Council has approved by a majority vote of the members present the approval of the Fourth 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 Fourth Amendment (attached hereto as **Exhibit "1"**).

Section 2. The Mayor and City Clerk are hereby authorized to execute said Fourth Amendment.

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

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

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

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of _____, 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

Document Prepared By:

Robert A. Merrell III, Esquire
Cobb Cole
149 S. Ridgewood Ave. Suite 700
Daytona Beach, FL 32114

Return Recorded Document To:

City of Port Orange Records Clerk
1000 City Center Circle
Port Orange, FL 32129

**FOURTH AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT FOR
THE JOURNEY'S END (f/k/a THE PEACOCK WAY) PLANNED COMMERCIAL
DEVELOPMENT (PCD)**

THIS FOURTH AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT FOR THE JOURNEY'S END (f/k/a THE PEACOCK WAY) PLANNED COMMERCIAL DEVELOPMENT (PCD) ("Fourth Amendment") made and entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation located in Volusia County, Florida ("City"), and **PORT ORANGE STOW A WAY, LLC** ("Owner") constitutes the Fourth Amendment to the Planned District Agreement for the Journey's End Planned Commercial Development.

WHEREAS, Owner is the owner of real property legal described on the attached Exhibit "A", hereinafter the "Property" which is subject to that certain Master Development Agreement (MDA) for the Peacock Way Planned Commercial District (PCD) dated November 1, 2000 and recorded in Official Records Book 4614, Page 746, Public Records of Volusia County, Florida;

WHEREAS, the MDA was amended by that First Amendment to the Master Development Agreement for the Journey's End (f/k/a the Peacock Way) Planned Commercial Development (PCD) dated June 3, 2008 and recorded in Official Records Book 6262, Page 503, Public Records of Volusia County, Florida (hereinafter "First Amendment");

WHEREAS, the MDA was further amended by that Second Amendment to the Master Development Agreement for the Journey's End (f/k/a the Peacock Way) Planned Commercial Development (PCD) dated November 11, 2014 and recorded in Official Records Book 7053, Page 4005, Public Records of Volusia County, Florida (hereinafter "Second Amendment");

WHEREAS, the MDA was further amended by that Third Amendment to the Master Development Agreement for the Journey's End (f/k/a the Peacock Way) Planned Commercial Development (PCD) dated December 21, 2018 and recorded in Official Records Book 7637, Page 2382, Public Records of Volusia County, Florida (hereinafter "Third Amendment");

WHEREAS, the property described in the First Amendment as Lot 4 was platted in 2018 (Plat Book 59 Page 133, Public Records Volusia County, Florida), said lot being described in the First Amendment as Lot 4 became and is now known as Lot 1 of the Journey's End South plat (hereinafter "Lot 1 South"); and

WHEREAS, Owner is desirous of including an additional use on Lot 1 South of the PCD, the only property subject to this Fourth Amendment, to allow for the development of a hotel; and

WHEREAS, the City is desirous of entering into this Agreement with the Owner for the purpose of incorporating an additional use for Lot 1 South of the PCD; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the City and the Owner hereby agree to amend the PCD Agreement as follows:

1. The premises stated above are true, correct, and form a material part of the Fourth Amendment.
2. The Conceptual Development Plan attached hereto as Exhibit “B” shall govern Lot 1 South, the property subject to this Fourth Amendment.
3. Exhibit C “Permitted Uses and Dimensional Requirements” of the MDA and Paragraph 6, “Uses and Dimensional Requirement” of the First Amendment are hereby amended as follows:

~~Lot 4~~ Lot 1 South

Professional/Medical Office

Banks

Business Services

Financial Services

Retail Sales/Service

Restaurant – Type A

Hotels

[Remainder of section to remain unchanged]

4. This Fourth Amendment 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.
5. The MDA, as previously enacted, and the First Amendment, Second Amendment, and Third Amendment shall remain in full force and effect except with respect to those matters specifically amended by the Fourth Amendment.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto attached their hands and seals this ____ day of _____, 2020.

Signed, Sealed and Delivered
In the Presence of:

CITY OF PORT ORANGE,
a Florida municipal corporation

Witness 1

By: _____
Donald O. Burnette, Mayor

Print Name of Witness 1

Attest:

Witness 2

By: _____
Robin Fenwick, City Clerk

Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Robin Fenwick, City Clerk of Port Orange, Florida, a Florida Municipal Corporation, on behalf of the City, who is personally known to me and did not take an oath.

Type, Print or Stamp Name

My Commission Expires: _____

Signed, Sealed and Delivered
In the Presence of:

PORT ORANGE STOW A WAY, LLC
A Florida limited liability company

Witness 1

By: _____
Todd C. Marshall, Manager

Print Name of Witness 1

Witness 2

Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

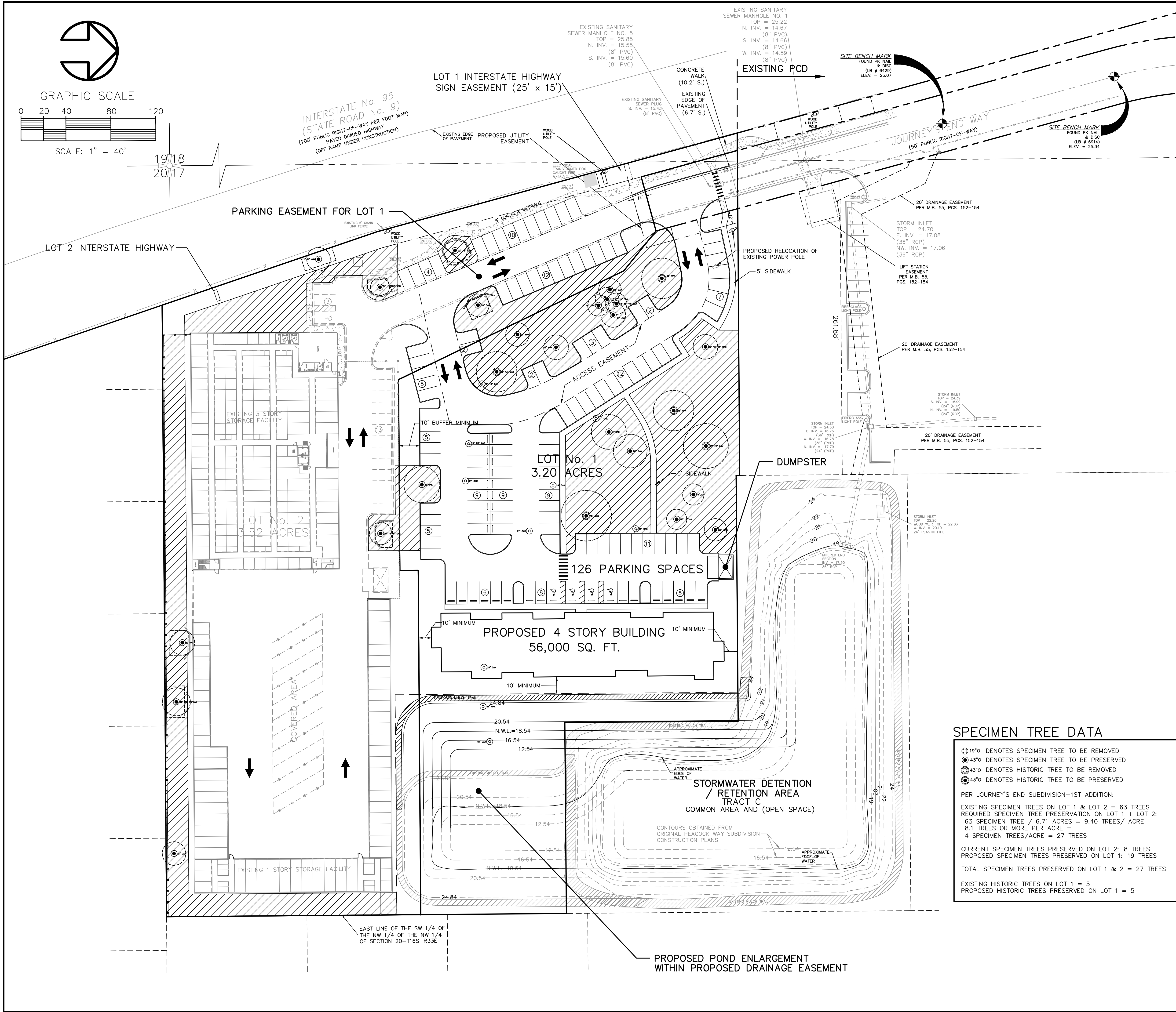
The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Todd C. Marshall, as Manager of Port Orange Stow A Way, LLC, on behalf of the limited liability company. He is personally known to me and did not take an oath.

Type, Print or Stamp Name

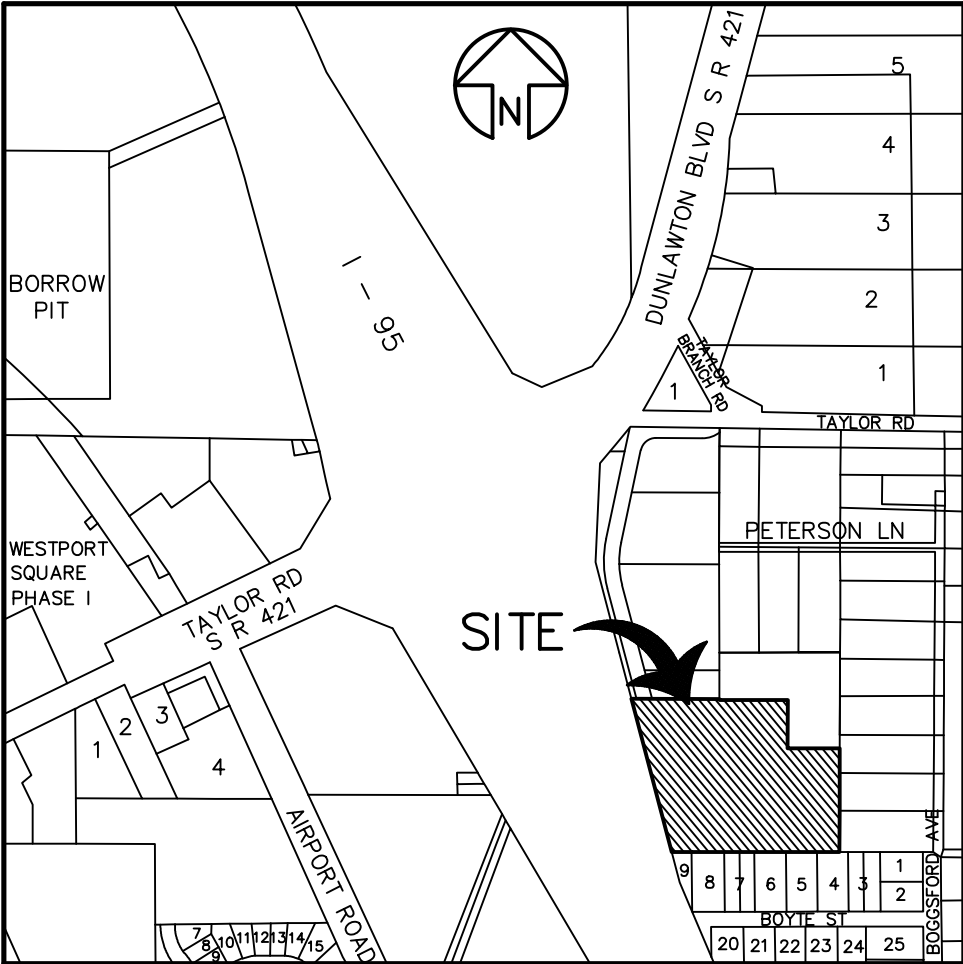
My Commission Expires: _____

Exhibit A – Legal Description

Lot 1, Journey's End South, according to the map or plat thereof, as recorded in Plat Book 59, Page(s) 133 through 136, of the Public Records of Volusia County, Florida



VICINITY MAP



LEGAL DESCRIPTION

LOT 1, JOURNEY'S END SOUTH, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 59, PAGE(S) 133 THROUGH 136, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

SITE DATA

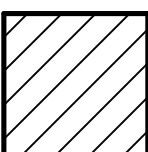
EXISTING ZONING: JOURNEY'S END PCD
MAXIMUM BUILDING COVERAGE: 35% (LOTS 1 & 2)
MINIMUM OPEN SPACE: 20% (LOTS 1 & 2)
MINIMUM TREE PRESERVATION: 15%
PROPOSED LAND USE: HOTEL
TOTAL SITE AREA: 6.71 ACRES
RIGHT OF WAY PARCEL: 0.09 ACRES
LOT No. 1: 3.22 ACRES
LOT No. 2: 3.40 ACRES

GENERAL NOTES

- SCS SOIL TYPES: (63) TAVARES FINE SAND, HYDROLOGIC GROUP A.
(4) ASTATULA FINE SAND, HYDROLOGIC GROUP A.
- THIS PROPERTY IS LOCATED IN FLOOD ZONE "X". (AREAS OUTSIDE THE 500 YR. FLOOD), AS SCALED FROM FLOOD INSURANCE RATE MAP, PANEL No. 1212700507 J, EFFECTIVE DATE SEPTEMBER 29, 2017.
- BOUNDARY, TOPOGRAPHIC AND TREE SURVEYS PERFORMED BY KLE SURVEYING AND MAPPING, INC. DATED 8-25-17.
- OWNERS:
PORT ORANGE STOW A WAY LLC
3340 SE FEDERAL HWY. #286
STUART, FLORIDA 34997
PHONE: (722) 546-2336
AND
ENGINEER & LAND PLANNER:
MARK DOWST & ASSOCIATES
536 N. HALIFAX AVENUE, SUITE 100
DAYTONA BEACH, FLORIDA 32118
PHONE: (386) 258-7999
AND
SURVEYOR:
KLE SURVEYING AND MAPPING, INC.
239 WASHINGTON AVE
LAKE MARY, FLORIDA 32746
PHONE: (407) 407-2331
- COMPLIANCE WITH THE ENVIRONMENTAL PRESERVATION CODE MAY NECESSITATE MODIFICATION OF THE CONCEPTUAL PLAN.
- LOT 1 ON THE JOURNEY'S END SOUTH PLAT IS LOT 4 ON THE CONCEPTUAL DEVELOPMENT PLAN (CDP) FOR THE 1ST AMENDMENT TO THE JOURNEY'S END MDA AND CDP (OR BOOK 6262 AND PAGE 503) AND LOT 2 ON THE JOURNEY'S END SOUTH PLAT IS LOT 5 ON THE CONCEPTUAL DEVELOPMENT PLAN (CDP) FOR THE 1ST AMENDMENT TO THE JOURNEY'S END MDA AND CDP (OR BOOK 6262 AND PAGE 503).
- TO THE EXTENT ACTUAL BUILDINGS AND OTHER IMPROVEMENTS ARE SHOWN ON THE CDP, THEY ARE SHOWN ONLY FOR ILLUSTRATIVE PURPOSES AND DEVELOPERS SHALL BE PERMITTED TO RELOCATE OR RECONFIGURE BUILDING, OTHER IMPROVEMENTS AS USES SO LONG AS THE CHANGES ARE OTHERWISE CONSISTENT WITH THE MDA AND SHALL BE SUBJECT TO REVIEW AND APPROVAL OF THE SITE PLAN.

SPECIMEN TREE DATA

- 19"0 DENOTES SPECIMEN TREE TO BE REMOVED
43"0 DENOTES SPECIMEN TREE TO BE PRESERVED
33"0 DENOTES HISTORIC TREE TO BE REMOVED
43"0 DENOTES HISTORIC TREE TO BE PRESERVED
- PER JOURNEY'S END SUBDIVISION-1ST ADDITION:
EXISTING SPECIMEN TREES ON LOT 1 & LOT 2 = 63 TREES
REQUIRED SPECIMEN TREE PRESERVATION ON LOT 1 + LOT 2:
63 SPECIMEN TREE / 6.71 ACRES = 9.40 TREES/ ACRE
8.1 TREES OR MORE PER ACRE =
4 SPECIMEN TREES/ACRE = 27 TREES
- CURRENT SPECIMEN TREES PRESERVED ON LOT 2: 8 TREES
PROPOSED SPECIMEN TREES PRESERVED ON LOT 1: 19 TREES
- TOTAL SPECIMEN TREES PRESERVED ON LOT 1 & 2 = 27 TREES
- EXISTING HISTORIC TREES ON LOT 1 = 5
PROPOSED HISTORIC TREES PRESERVED ON LOT 1 = 5



PROPOSED TREE PRESERVATION AREAS
TOTAL PROJECT AREA = 6.71 ACRES
TREE PRESERVATION REQUIRED =
15% X 6.71 ACRES = 1.01 ACRES
TREE PRESERVATION PROVIDED = 1.34 ACRES

CONCEPT PLAN									
PROJECT NO. 807C									
PORT ORANGE HOTEL									
PORT ORANGE, FLORIDA									
1 OF 1									
807C-BASE 8-13-19									
</									



STAFF REPORT

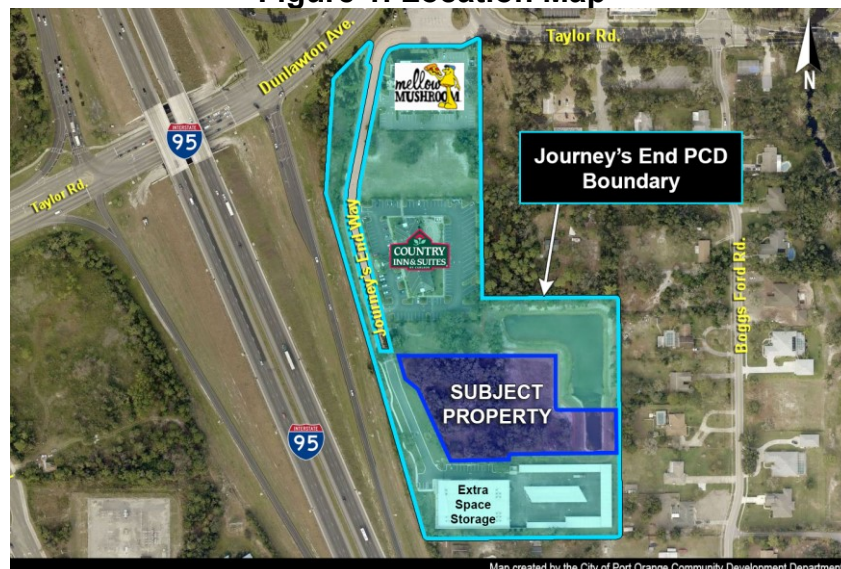
4th Amendment to the Master Development Agreement and Conceptual Development Plan for the Journey's End Planned Commercial Development Case No. 19-40000006

REQUEST:	Amend the Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for the Journey's End Planned Commercial Development (PCD) to add hotel as a permitted use on Lot 1 South
APPLICANT:	Robert A. Merrell III, Esq., Cobb Cole
PROPERTY OWNER:	Todd Marshall, Port Orange Stow A Way, LLC
STAFF RECOMMENDATION:	Approval
LOCATION:	5840 Journey's End Way
STAFF CONTACT:	Penelope Cruz, Planning Manager (386) 506-5671
PLANNING COMMISSION DATE:	Recommended Denial (February 27, 2020)
CITY COUNCIL DATE:	March 17, 2020

DEVELOPMENT PROPOSAL

The subject property is currently zoned Planned Commercial Development (PCD) and is part of the Journey's End PCD. The proposed 4th Amendment to the Journey's End Master Development Agreement (MDA) and Conceptual Development Plan (CDP) would add "hotel" as a permitted use for the commercial lot located on the east side of Journey's End Way between the Country Inn and Suites Hotel and the Extra Space Storage Facility, and revise the building and parking layout of the Conceptual Development Plan (CDP) for the subject lot. The MDA currently permits commercial uses that include, restaurants, banks, professional and medical offices, and retail sales and services on the subject lot. The proposed amendment would expand the allowed uses on the subject lot by adding "hotel" to the list of allowed commercial uses.

Figure 1. Location Map



The Journey End's PCD was approved in 2000 and created three commercial lots and in 2008 the 2nd Amendment to the Journey End's PCD was approved and added two more commercial lots to the PCD. Therefore, the approved Journey's End PCD established the permitted uses and development requirements for the 5 commercial lots. The list of permitted commercial uses for each lot is lot-specific and not all of the commercial lots in the PCD have the same list of permitted commercial uses. At this time, three of the commercial lots have been developed leaving the subject property and the commercial lot located between Mellow Mushroom and Country Inn and Suites Hotel undeveloped.

The subject property is currently regulated by the Journey's End PCD MDA, associated Journey's End PCD MDA amendments, and the Land Development Code (LDC). The 2nd Amendment to the Journey's End MDA provides the current list of commercial uses permitted for the subject property. According to the applicant, the requested MDA amendment is to add "hotel" to the current list of commercial uses allowed on the subject property. The current property owner of the subject property was the owner of the property in 2008 when the current list of permitted commercial uses was created. According to the property owner, an end user for the subject property was not identified in 2008 so a basic list of commercial uses was established for the subject property. The property owner is now in discussions with a hotel operator to develop the subject property and therefore is requesting to expand the commercial uses allowed on the subject property to include "hotel".

The only request associated with the proposed 4th amendment to the Journey End MDA is the addition of "hotel" to the current list of commercial uses. There are no deviations to the development requirements from the LDC or the Journey's End PCD MDA being requested, just the addition of a permitted use to the subject property. Other City standard commercial zoning districts, such as Interchange Commercial Development (ICD) and Highway Commercial (HC), that are typically associated with properties located near I-95 or other major roadway corridors with a *Commercial* Future Land Use include "hotel" as a permitted commercial use.

The proposed amendment also includes a modification to the original building and parking lot layout for the subject property shown in the Conceptual Development Plan (CDP) approved in 2008. The revised CDP has been designed to show the general footprint for a hotel and parking lot layout. The Staff Development Review Committee (SDRC) has reviewed the proposed CDP and there are no deviations from the Land Development Code (LDC). Access to the property is available off Journey's End Way. Water and sewer are available and serves the subject property. As part of any future site improvements, a site plan would be required and stormwater, traffic generation, landscaping, tree preservation, architecture, parking lot design will be addressed in accordance with the Journey's End MDA, associated amendments to the Journey's End MDA, and the LDC. The applicant is not requesting any deviations from the LDC or Journey's End MDA as part of the proposed amendment.

CONSISTENCY WITH COMPREHENSIVE PLAN

The subject property is designated *Commercial* on the Future Land Use Map and it is part of a Community Commercial Node located around the intersection of Taylor Branch

Road and Dunlawton Avenue/I-95 Interchange. The MDA was found to be consistent with the Comprehensive Plan in 2008. The proposed amendment to the MDA and CDP related to adding “hotel” as a permitted use on the subject property remains consistent with the type of land use and intensity allowed for the subject property by the City’s Comprehensive Plan Future Land Use Map.

As part of the approval of the Comprehensive Plan Amendment in 2008, a vehicular trip cap of 301 total daily trips was placed over the subject property and the Extra Space Storage property. The trip cap number was based on the daily trips that the prior FLU designation (*Suburban Residential 2-4 units/acre*) for the subject property could theoretically generate and it was not based on an actual commercial development or a traffic analysis of the area. Regardless if the trip cap is removed, increased, or remains, any future development on the subject property will be required to comply with the City’s current transportation concurrency regulations and pay toward any City Transportation Fair-Share projects if there are impacts to roadways that are near or over capacity

Currently, only 128 daily trips remain since the development of the Extra Space Storage Facility uses 173¹ of the 301 daily trips. The request to release the trip cap is a separate agenda item (Case No 19-20000006). In addition to the approval of the 4th amendment to the MDA, the removal or increasing the limit of the trip cap will be necessary to facilitate commercial development on the subject property.

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) inquiry requesting general information regarding the proposed amendment.

RECOMMENDATION

Staff recommends approval of the 4th Amendment to the Master Development Agreement and Conceptual Development Plan for the Journey’s End Planned Commercial Development, subject to review and approval by the City Attorney’s Office for legal form and content.

ATTACHMENTS

Exhibit 1 – Master Development Agreement and Conceptual Development Plan (See Ordinance Exhibit)

¹ Based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 10th Edition



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 3/17/2020

Consent item: No

SUBJECT: (I22) First Reading - Ordinance No. 2020-7 - LDC Amendment/Chapter 2, 12, and 17 - PC-A Workplace District - Senior Independent Living Community (Case No. 20-25000001)

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2020-7 amending Chapters 2, 12, and 17 of the Land Development Code.

SUMMARY: Planning Commission Recommendation (2/27/20): Recommended Approval

Cameron General Contractors, Inc., together with Resort Lifestyle Communities, is requesting approval of a Land Development Code text amendment to the PC-A Workplace District zoning category, in conjunction with a proposed aged restricted Senior Independent Living Community in the PC-A Workplace District. The PC-A Workplace District is generally located along the Williamson Boulevard corridor between Summer Trees Road and I-95. The Workplace District in the PC-A Zoning District allows for commercial uses, and the proposed Senior Independent Living Community use would be a lower intensity use and generate less traffic than the commercial uses already allowed. The applicant's proposed LDC amendment includes three items discussed in detail in the staff report, including:

1. To create a definition to define the Senior Independent Living Community use.
2. To add a parking requirement for a Senior Independent Living Community use; and
3. To add Senior Independent Living Community as a permitted use in the PC-A Workplace district, with a land area limitation and specific dimensional requirements.

If approved, the applicant intends to submit a site plan for a 130-unit Senior Independent Living Community for seniors (55 and older) in a single, three-story building consisting of a total of approximately 180,000 square feet on 12.4 acres, located on the east side of Williamson Boulevard, south of Town West Boulevard. According to the developer, the proposed Senior Independent Living Community would include an all-inclusive resort-style community with live-in managers, a 24/7 medical alert system and concierge service, gourmet chefs, housekeepers, maintenance staff, a full-time lifestyle director, etc.

A general traffic comparison was conducted to evaluate the impact the proposed LDC amendment could have traffic generation rates. If the proposed LDC amendment is approved and a Senior Independent Living Community is developed on the 12.4-acre property located at the southwest corner of Town West Boulevard and Williamson

Boulevard, there is potential to reduce the net p.m. peak-hour and daily vehicular trips by at least 80%. Transportation Concurrency and any required mitigation to support a proposed development plan for any uses developed in the PC-A zoning district will be assessed in greater detail during the site plan review process. As part of the Site Plan submittal for any Senior Independent Living Community in the Workplace District, a Transportation Impact Analysis will be required to evaluate access into the site, required roadway improvement and Transportation Fair-Share mitigation to support a proposed development.

The applicant held a neighborhood meeting on December 19, 2019, at the Lakeside Pavilion, with residents adjacent to the proposed site to discuss their proposed LDC text amendment and the proposed Senior Independent Living Development. According to the applicant, many residents expressed concern about the possibility of commercial development on the property located on the southeast corner of Williamson Boulevard and Town West Boulevard and the resulting increase in traffic congestion. The applicant stated that when the Senior Independent Living Community use was compared to commercial uses on the subject property, the residents appeared to be supportive of applicant's proposed development due to the lower trip generation rate and proposed landscape buffer adjacent to the Royal Palm Subdivision.

The staff report is attached for additional information.

Project No.: Funding Account No.:

Presenter: Penelope Cruz

ATTACHMENTS:

1.	Ord. No. 2020-7	Ord. No. 2020-7 LDC Amendm.pdf
2.	STAFF REPORT	STAFF REPORT.pdf

Penelope Cruz	Created/Initiated - 2/27/2020
Tim Burman	Approved - 2/27/2020
Shannon Balmer	Approved - 3/5/2020
Jake Johansson	Approved - 3/6/2020
Robin Fenwick	Final Approval - 3/6/2020

ORDINANCE NO. 2020-7

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA AMENDING THE LAND
DEVELOPMENT CODE CHAPTERS 2, 12, AND 17
RELATING TO DEFINITIONS AND INTERPRETATIONS,
ROADS AND VEHICULAR USE AREAS, AND ZONING
DISTRICT REGULATIONS; PROVIDING FOR REPEAL OF
CONFLICTING ORDINANCES; PROVIDING FOR
SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning Commission has recommended amendments to the
Land Development Code; and

WHEREAS, the proposed amendments are necessary to improve the content of
the existing Land Development Code ("Code") as part of an ongoing maintenance effort
to make the Code and the development review process more efficient and consistent in
its application.

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

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

SECTION 1: The City Council of the City of Port Orange hereby amends
Chapter 2, Section 2 of the Land Development Code, to read as follows:

Chapter 2 - DEFINITIONS AND INTERPRETATIONS

Section 2: - Definitions.

Senior Independent Living Community. A residential community for residents aged fifty-five and older which incorporates multiple attached dwelling units with common dining and recreation facilities and other amenities.

SECTION 2: The City Council of the City of Port Orange hereby amends Chapter 12, Section 4 of the Land Development Code, to read as follows:

Chapter 12 – ROADS AND VEHICUALR USE AREAS

Section 4: - Parking.

[No changes to subsection (a)]

(b) *Required off-street parking spaces.*

[No changes to subsections (1) through (5)]

(6) Matrix.

Use	Minimum Off-Street Parking Requirement	Ratio of Full Size/ Compact Spaces	Required Bicycle Spaces
RESIDENTIAL			
[No changes to Single-Family detached/attached (duplex)]			
<u>Multifamily (other than Senior Independent Living Community):</u>			
Resident parking (c)	Studio: 1 space/unit 1 bedroom: 1.5 spaces/unit 2, 3 or more bedrooms: 2 spaces/unit	75/25	.10 per required parking space
Visitor parking	.25 spaces/unit		
<u>Senior independent living community</u>	<u>1 space/unit, plus .25 spaces/units for visitor parking</u>	<u>100/0</u>	<u>0</u>

[No changes to *NOTES* or remainder of subsection (6) Matrix.]

SECTION 3: The City Council of the City of Port Orange hereby amends Chapter 17, Section 24 of the Land Development Code, to read as follows:

Chapter 17 – ZONING DISTRICT REGULATIONS

Section 29: - Planned community – Agricultural (PC-A) district.

[No changes to subsections (a) thru (d)]

(e) *Workplace district.*

(1) *Purposes and intent.* The primary use of this district shall be for commercial and industrial purposes; however, some multifamily residential and senior independent living community uses may be permitted nearby employment centers and commercial development that serves the general and specialized shopping needs and services of the residents, pursuant to the conditions provided by subsection 2(c) below. Although development in this district is expected to provide a regional employment base and cater to the local and regional market, there shall also be a link between the various uses within the district and other districts, especially the west town center district and the community district, and the adjacent regional commercial node.

(2) *Permitted uses.* The macro CDP recognizes two primary categories of uses in the workplace district: commercial and office/industrial; however, multifamily residential and senior independent living community uses may be incorporated into the workplace district as detailed in subsection (c) below.

[No changes to subsections (a) and (b).]

(c) *Residential.*

(1) Permitted uses.

(a) Multifamily dwelling (16 units per gross acre maximum allowable density).

(b) Senior independent living community (12 units per gross acre maximum allowable density).

(2) *Prohibited uses.*

(a) Camouflaged and monopole communications towers.

(b) Guyed and lattice communication towers.

(c) Mobile home and manufactured home units.

(d) Single-family dwellings.

(e) Duplex units.

(f) Triplex units.

(3) *Special restrictions.* In order to ensure a mix of uses consistent with the purposes and intent of the workplace district, multifamily residential uses shall be limited to 13 percent of the overall workplace district land area, when such residential development is located within a ½ mile of commercial development (measured along right-of-way centerlines between the development entrance drives or other pedestrian access points) that will cater to the residential development and provide an efficient link between the commercial and residential uses. The location of residential uses in close proximity to commercial uses will reduce vehicle miles

traveled, thereby reducing the energy consumption within the district. Senior independent living communities shall be limited to 4 percent of the overall Workplace District land area.

(4) *Dimensional requirements.*

[No changes to dimensional requirements table for ATTACHED RESIDENTIAL.]

<u>STANDARD</u>	<u>SENIOR INDEPENDENT LIVING COMMUNITY</u>
<u>Max. building height</u>	<u>50 ft.</u>
<u>Min. lot size</u>	<u>4 acres</u>
<u>Min. lot width</u>	<u>200 ft.</u>
<u>Min. living area</u>	<u>500 s.f.</u>
<u>Max. building coverage</u>	<u>30%</u>
<u>Min. open space</u>	<u>60%</u>
<u>Setbacks</u>	
<u>Front</u>	<u>30 ft.</u>
<u>Side</u>	<u>25 ft. or equal to building height,</u> <u>25 ft. between buildings</u>
<u>Rear</u>	<u>50 ft.</u>

[No changes to the remainder of subsection (e) *Workplace district.*]

SECTION 4: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 5: The provisions of this Ordinance shall become and be made a part of the Land Development Code of the City of Port Orange and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

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 the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 7: This Ordinance shall take effect immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of

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

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney



STAFF REPORT

LDC Text Amendment/ Chapter 2, 12, and 17/ Senior Independent Living Community/PC-A Zoning District CASE NO. 20-25000001

REQUEST:	To amend the Land Development Code (LDC) to add a definition for senior independent living community and add said use as a permitted use in the Planned Community-Agriculture (PC-A) Workplace District, and with separate dimensional and parking requirements.
APPLICANT:	Cameron General Contractors, Inc.
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Penelope Cruz, Planning Manager, (386) 506-5671
PLANNING COMMISSION:	Recommended Approval (February 27, 2020)
CITY COUNCIL DATE:	March 17, 202

INTRODUCTION

The PC-A zoning district was designed almost two decades ago and covers approximately 1,200 acres. It is common to make modifications to the concepts and development regulations as larger master planned areas develop and new uses emerge that are compatible with current permitted uses but were not established or identified at the time the regulations were created.

The applicant's proposed LDC amendment would only pertain to the Workplace district of the PC-A zoning district and is to allow for the development of a Senior Independent Living Community, an all-inclusive independent living residential community that is restricted to residents aged 55 and older. The proposed development will offer residents numerous resort-style amenities, including community dining, theater room, fitness center and other recreation facilities, library, chapel, beauty salon, 24-hour concierge service, valet parking service and group transportation service, among others. The Senior Independent Living Community use is similar to the multi-family use, except that it requires renters to be over 55 years old.

According to the applicant, the term "seniors housing" is a general term used to cover many types of housing for seniors. Seniors housing can include assisted living/memory care communities, skilled nursing facilities and communities offering a full continuum of care. The scale of care varies widely and cost typically increases with increased levels of care. A Senior Independent Living Community offers residents a safe living environment with minimal assistance. A Senior Independent Living Community is not licensed to provide help with medications, bathing, dressing or other personal health care needs. Occasionally, residents in these communities may need a personal care provider or private caregiver and when such services are needed, they hire that service directly.

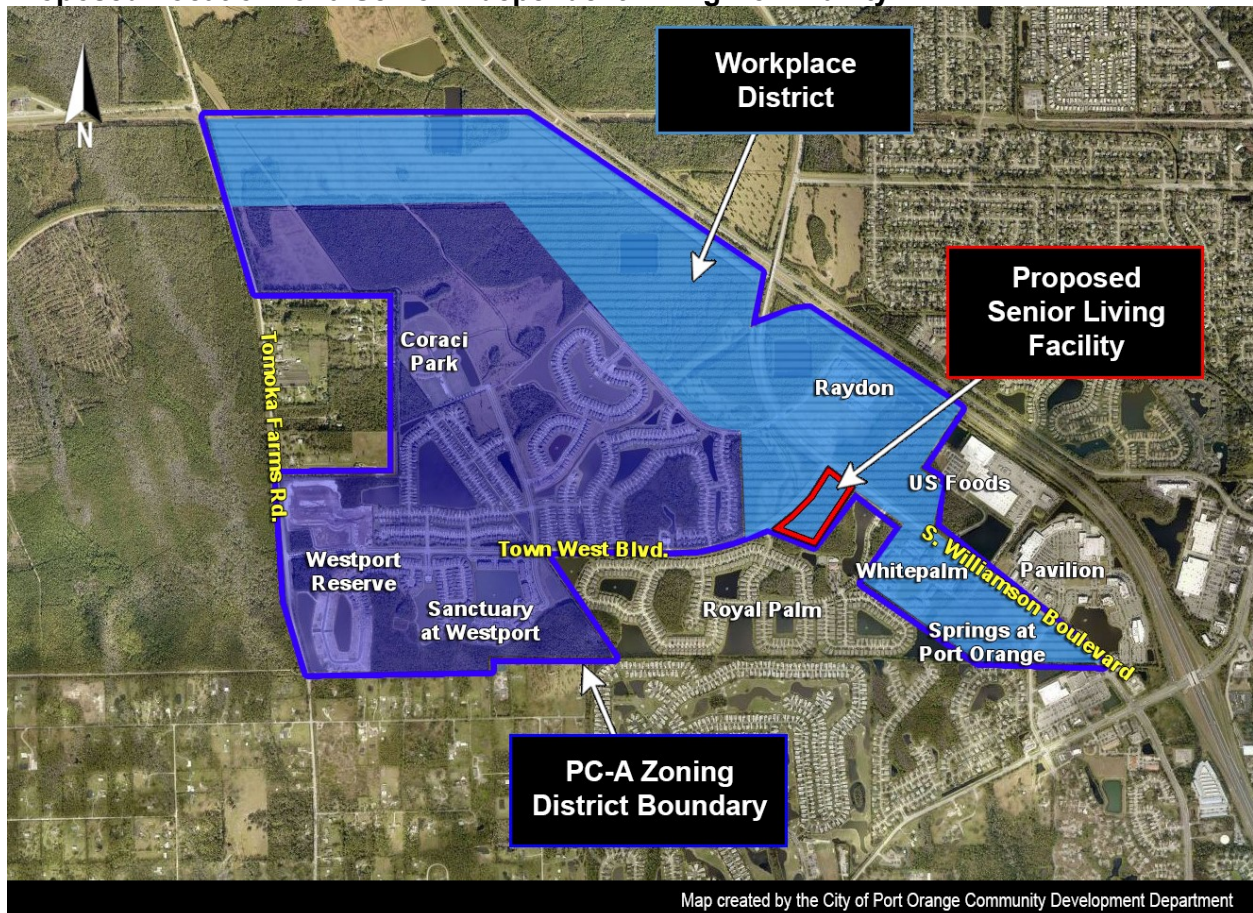
PROPOSED AMENDMENT

The proposed amendment to the Land Development Code (LDC) includes three items:

1. To add a definition for a Senior Independent Living Community;
2. To add a parking requirement for a Senior Independent Living Community use; and
3. To add Senior Independent Living Community as a permitted use in the PC-A Workplace district, with a land area limitation and specific dimensional requirements.

If the applicant's LDC text amendment is approved, the applicant, Cameron General Contractors (Cameron), Inc. intends to submit a site plan for a Senior Independent Living Community on a 12.4-acre parcel located at the intersection of South Williamson Boulevard and Town West Boulevard (the subject property; see Figure 1 – Location Map). According to the applicant, the Senior Independent Living Community is proposed to include approximately 130 dwelling units for senior citizens (55 and older) in a single, three-story building with a footprint of roughly 60,000 square feet and consisting of a total of approximately 180,000 square feet. Each dwelling unit will have a full kitchen and separate heating and cooling systems, along with other senior-friendly design features. According to the applicant, the proposed LDC text amendment has been requested to allow the development of a Senior Independent Living Community on the corner of Williamson Boulevard and Town West Boulevard.

Figure 1. Location Map of the Overall PC-A Zoning District, Workplace District, and the Proposed Location for a Senior Independent Living Community



Addition of a definition for Senior Independent Living Community

The applicant has proposed to add the following definition to Chapter 2, Section 2 of the LDC to define a Senior Independent Living Community.

Senior Independent Living Community - A residential community for residents aged fifty-five (55) and older which incorporates multiple attached dwelling units with common dining and recreation facilities and other amenities.

The proposed definition for a Senior Independent Living Community will appropriately differentiate a Senior Independent Living Community from a traditional multi-family development use. Typically, a standard multi-family development attracts a wide range of renters (students, families, couples, and single tenants) which tend to create more vehicle trips and also require more parking. According to the applicant, a Senior Independent Living Community would be required to provide all-inclusive services for resident's daily needs, reducing the need for daily trips on the roadway network for goods, services, and activities. According to the applicant, a Senior Independent Living Community does not require as much parking and does not create impacts to the school system, or park facilities as recreation and entertainment services are provided on-site.

Addition of a parking requirement for a senior independent living community use

The applicant has proposed an off-street parking requirement of one parking space per residential unit, plus visitor parking at a rate of 0.25 spaces per residential unit, for a *Senior Independent Living Community*. If approved, the parking ratio would be added to the parking requirement matrix in Chapter 12 of the LDC. The only comparable parking requirement in the LDC is for a traditional multifamily development, which requires 1.5 spaces per 1-bedroom unit and 2 spaces per 2-3-bedroom units, plus visitor parking at a rate of 0.25 spaces per residential unit. According to the applicant's parking assessment at their communities, the parking demand at a *Senior Independent Living Community* is less than in a traditional multifamily development because less than half of the residents in their communities own a car and the communities offer a driving service that take groups of residents to the grocery store, doctor appointments, events, shopping, etc.

The applicant states that fewer than half of the residents in many of Cameron's communities own a vehicle; and there are approximately 15-20 staff members on-site during the largest shift (10 AM – 2 PM). The on-site staff members typically work at the in-community beauty salon, bank, gift shop and pharmacy drop off which operate during the 10 AM – 2 PM timeframe. There are staff present 24/7 for services offered such as cleaning, meals, fitness, concierge service, and transportation throughout the day, but primarily between 6 AM and 5 PM.

The applicant operates 31 Senior Independent Living Communities across the country. In 2018, they commissioned a parking demand and utilization assessment to determine the average parking utilization rates to provide guidance for the construction of parking in their future developments. The assessment focused on two of Cameron's existing communities (both that are also 130 units) that consistently operate at fully occupancy. The parking assessment concluded that the average number of vehicles parked at a fully

occupied community was below 1 vehicle per unit with a maximum parking usage at any time during the evaluation period being 112 spaces. The concept plan for the proposed facility in Port Orange would provide 163 spaces for the 130 units.

According to the applicant, requiring senior communities to provide the same number of parking spaces as traditional multifamily developments would result in an inefficient use of land and an unnecessary expansion of impervious surface that could otherwise be used as greenspace. The applicant's concept plan shows approximately 65% of the site as open space, which would be reduced if an additional 65 to 80 parking spaces are required.

The proposed Senior Independent Living Community use is a newer housing product that is not exactly addressed in parking requirements listed in the City's LDC. The LDC provides parking requirements for traditional multi-family residential developments and nursing homes or assisted living facilities. As mentioned above, the traditional multi-family development serves residents who are dependent on a vehicle and typically own a vehicle(s). A nursing home or assisted living facility is typically where medical care is provided and the majority of vehicles associated with this use are employees or visitors and residents in these facilities typically do not have vehicles. The proposed Senior Independent Living Community parking ratio is a hybrid of these two uses as it does not require the full amount as a traditional multi-family development, but requires more spaces than a nursing home or assisted living facility since some residents will have a vehicle. Based on the description provided by the applicant of alternative transportation services that will be provided at a Senior Independent Living Community, staff believes the proposed parking ratio will provide sufficient parking for this use. The table below shows a parking comparison for the required parking at a 130-bed nursing home/ALF, a 130-unit traditional multi-family development, and a 130-unit Senior Independent Living Community.

Table 1. Parking Comparison for current and proposed parking ratio

Parking Spaces	Employees on Largest Shift	1 bed	1-bedroom	2-3 bedroom	Visitor	Total
Traditional Multi-family Parking Spaces	-	-	114	108	56	278
Nursing Home/ALF Parking Spaces	30	65	-	-	-	95
Senior Independent Living Community Parking Spaces	-	-	76	54	33	163

Establishment of Senior Independent Living Community as a permitted use in the PC-A Workplace district, with a land area limitation and dimensional requirements (Chapter 17)

The applicant has proposed an amendment to Chapter 17, Section 29(e)(2)(c)(1) of the LDC to add Senior Independent Living Community as a permitted residential use in the Workplace District. This amendment is required for the proposed development because the subject property is currently zoned for commercial uses.

The current Workplace District allows for commercial uses such as convenience stores with or without fuel operations; game/recreation facilities; hotel/motel; and restaurants with or without drive-throughs. The proposed Senior Independent Living Community use would be a lower intensity use and generate less vehicular trips than a majority of the commercial uses already allowed by the current zoning. If this amendment is approved, it would further minimize the traffic that could use the I-95 Interchange area and Williamson Boulevard, and Taylor Road/Williamson Boulevard intersection.

A general traffic comparison was conducted to evaluate the impact the proposed LDC amendment could have traffic generation rates (Table 2). According to the comparison, if the proposed LDC amendment is approved and a Senior Independent Living Community is developed on the 12.4-acre property located at the southwest corner of Town West Boulevard and Williamson Boulevard, there is potential to reduce the net p.m. peak-hour and daily vehicular trips by at least 80%. Transportation Concurrence and any required mitigation to support a proposed development plan for any uses developed in the PC-A zoning district will be assessed in greater detail during the site plan review process.

Table 2. Traffic Comparison for 12.4-acre site

	Current Zoning for Commercial 80,000 square-feet (Based on prior proposed development plans)	Proposed Senior Independent Living Community 178,362 square-feet (130 units)	Anticipated Net Change
P.M. Peak Hour Trips/Daily Trips	297/3,416	33/447	-264/-2,969

Source: ITE Trip Generation Manual, 10th Edition. Shopping Center (820) = 42.70 Daily Trips per 1,000 sq.ft.; 3.71 P.M. Peak Hour Trips per 1,000 sq.ft.; Senior Adult Housing – Attached (252) = 3.44 Daily trips/unit and 0.25 PM Peak Hour Trips/Unit.

The proposed amendments include certain limitations on the development of a Senior Independent Living Community in the PC-A Workplace District.

Density: The applicant requests a maximum residential density for a Senior Independent Living Community of 12 units per acre. This is a lower density than the currently permitted multifamily use at 16 units per acre.

Land Area Limit: The applicant has included a restriction on the development of Senior Independent Living Communities in the PC-A Workplace District to a maximum of 4% of the total land area comprising the Workplace District and a minimum lot area of 4-acres (Exhibit 1). Four percent of the PC-A Workplace District (420 acres) equates to 16.8 acres of land area. The subject property that

the applicant is proposing to develop as a Senior Independent Living Community is 12.4 acres. This would leave a balance of 4.4 acres. With a minimum lot size of 4-acres, this would allow one (1) additional Senior Independent Living Community in the PC-A Workplace district in addition to the subject property.

Dimensional Requirements: The proposed minimum open space, maximum building coverage, building setbacks, and building height are generally based on similar City standard commercial zoning districts (see Table 3).

Table 3. Dimensional Requirements

Zoning District	Maximum Building Coverage	Minimum Open Space	Williamson Boulevard Bldg. Setback	Side Bldg. Setback	Rear Bldg. Setback	Maximum Height
PC-A Workplace District – Senior Independent Living Community	30%	60%	50 ft.	25 ft.*	50 ft.	50 ft.
PC-A Workplace District multifamily	50%	40%	50 ft.	20 ft.	25 ft.**	50 ft.
R-3M (multifamily 12 units/acre)	40%	60%	50 ft.	25 ft.*	25 ft.*	45 ft.
ORT	35%	30%	50 ft.	10 ft.	25 ft.	45 ft.

* Buildings of greater than 25 feet in height shall have a building setback equal to or greater than the building height.

** Buildings of greater than 25 feet in height shall have a building setback equal to or greater than the building height, except where adjoining property is zoned single family residential where such setback shall be equal to or greater than twice the building height.

According to the applicant, the requested amendments would permit the reasonable development of a Senior Independent Living Community in the PC-A Workplace District to meet the increasing demand for senior housing and also prevent the overdevelopment of senior housing in this area of the City. There are currently no multi-family developments in this area of the City that are age restricted and provide the required services to residents as required by a Senior Independent Living Community.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

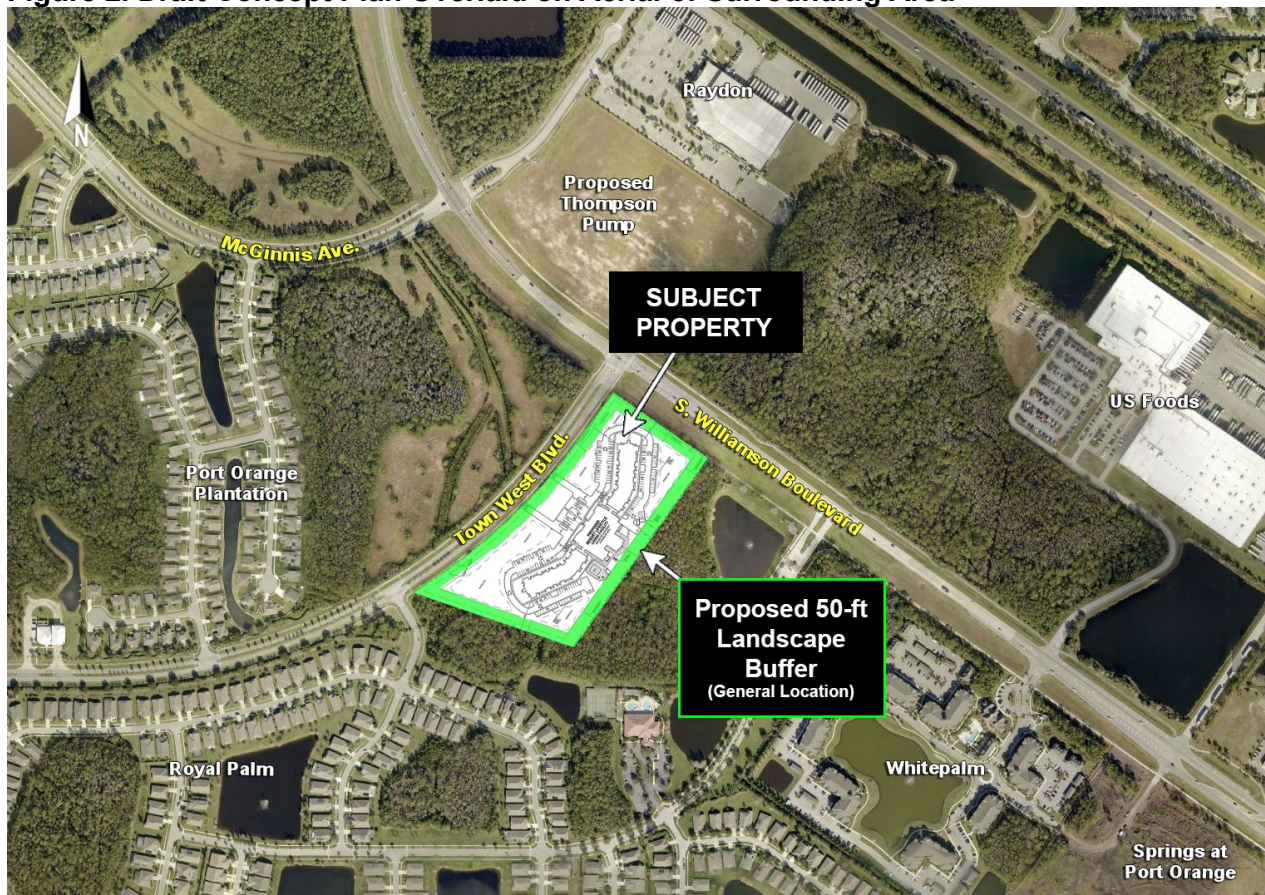
The proposed amendment is consistent with the City's Comprehensive Plan and the purpose and intent of the *Planned Community-Westside* Future Land Use (FLU) designation. The City's Comprehensive Plan states that the *Planned Community-Westside*, is intended to create a mixed-use, pedestrian-friendly community that increases the available inventory of commercial, industrial, and institutional land uses by integrating them with residential uses, minimizes automobile trips, and promotes environmental protection. The type of residential proposed (senior independent living) and the limitation on the percentage allowed in the Workplace District is consistent with and further promotes the goal of creating a mixed-used area that minimizes automobile trips by:

1. Providing for an alternative housing option for seniors that generates less vehicular trips than traditional multi-family development or the commercial uses currently permitted on the subject property; and
2. Providing an opportunity for a Senior Independent Living Community to be a transitional use between the commercial and industrial uses allowed in the Workplace District and the adjacent single-family subdivisions on the west side of Williamson Boulevard.

PROPOSED DEVELOPMENT

If the amendment is approved, the applicant plans to submit a site plan for a 130-bed facility at the southwest corner of Town West Boulevard and Williamson Boulevard. The applicant's draft concept plan has the building oriented towards Town West Boulevard, with 50'-wide landscape buffers on all sides. Based on the requirements of the LDC for the location of access drive in proximity to intersections, access would be limited to Town West Boulevard only. The design of the access drive and potential turn lanes and modifications to the existing landscape median in the Town West Boulevard right-of-way will be determined with the engineered site design plans to be submitted.

Figure 2. Draft Concept Plan Overlaid on Aerial of Surrounding Area



PUBLIC NOTICE

On February 12, 2020, staff posted the property notifying the public of the proposed amendment. At the time this agenda item was prepared, there has been 1 inquiry received

that was a general inquiry about the type of site improvements required for a proposed development on the subject property (sidewalks, access, landscape buffers, etc.).

The applicant also presented its proposed community to neighboring residents during a neighborhood meeting held on December 19, 2019. According to the applicant, the residents' responses to the proposal were overwhelmingly favorable. Notably, many residents who expressed concern about the possibility of commercial development on the subject property and the resulting increase in traffic congestion were supportive of applicant's proposed community with its much lower trip count.

RECOMMENDATION

Staff recommends approval of the request to amend Chapters 2, 12, and 17 of the Land Development Code to add a definition for Senior Independent Living Community and add said use as a permitted use in the Planned Community-Agriculture (PC-A) Workplace District with separate dimensional and parking requirements.

ATTACHMENTS

Exhibit 1 – Proposed Amendments to Chapters 2, 12, and 17 of the LDC

Exhibit 1

Proposed Land Development Code (LDC) Amendments

Chapter 2 - DEFINITIONS AND INTERPRETATIONS

Section 2: - Definitions.

Senior Independent Living Community. A residential community for residents aged fifty-five and older which incorporates multiple attached dwelling units with common dining and recreation facilities and other amenities.

Chapter 12 - ROADS AND VEHICULAR USE AREAS

Section 4: - Parking.

(b) *Required off-street parking spaces.*

[No changes to subsections (1) through (5)]

(6) Matrix.

Use	Minimum Off-Street Parking Requirement	Ratio of Full Size/ Compact Spaces	Required Bicycle Spaces
RESIDENTIAL			
Multifamily (other than senior independent living community):			
Resident parking (c)	Studio: 1 space/unit 1 bedroom: 1.5 spaces/unit 2, 3 or more bedrooms: 2 spaces/unit	75/25	.10 per required parking space
Visitor parking	.25 spaces/unit		
<u>Senior independent living community</u>	<u>1 space/unit, plus .25 spaces/units for visitor parking</u>	<u>100/0</u>	<u>0</u>

[No changes to *NOTES*]

Chapter 17 - ZONING DISTRICT REGULATIONS

Section 29: - Planned community—Agricultural (PC-A) district.

[No changes to subsections (a) through (d)]

(e) *Workplace district.*

(1) *Purposes and intent.* The primary use of this district shall be for commercial and industrial purposes; however, some multifamily residential and senior independent living community uses may be permitted nearby employment centers and commercial development that serves the general and specialized shopping needs and services of the residents, pursuant to the conditions provided by subsection 2(c) below. Although development in this district is expected to provide a regional employment base and cater to the local and regional market, there shall also be a link between the various uses within the district and other districts, especially the west town center district and the community district, and the adjacent regional commercial node.

(2) *Permitted uses.* The macro CDP recognizes two primary categories of uses in the workplace district: commercial and office/industrial; however, multifamily residential and senior independent living community uses may be incorporated into the workplace district as detailed in subsection (c) below.

[No changes to subsections (a) and (b).]

(c) *Residential.*

(1) Permitted uses.

(a) Multifamily dwelling (16 units per gross acre maximum allowable density).

(b) Senior independent living community (12 units per gross acre maximum allowable density).

(2) *Prohibited uses.*

(a) Camouflaged and monopole communications towers.

(b) Guyed and lattice communication towers.

(c) Mobile home and manufactured home units.

(d) Single-family dwellings.

(e) Duplex units.

(f) Triplex units.

(3) *Special restrictions.* In order to ensure a mix of uses consistent with the purposes and intent of the workplace district, multifamily residential uses shall be limited to 13 percent of the overall workplace district land area, when such residential development is located within a ½ mile of commercial development (measured along right-of-way centerlines between the development entrance drives or other pedestrian access points) that will cater to the

residential development and provide an efficient link between the commercial and residential uses. The location of residential uses in close proximity to commercial uses will reduce vehicle miles traveled, thereby reducing the energy consumption within the district. Senior independent living communities shall be limited to 4 percent of the overall Workplace District land area.

(4) *Dimensional requirements.*

[No changes to dimensional requirements table for attached residential.]

<u>STANDARD</u>	<u>SENIOR INDEPENDENT LIVING COMMUNITY</u>
<u>Max. building height</u>	<u>50 ft.</u>
<u>Min. lot size</u>	<u>4 acres</u>
<u>Min. lot width</u>	<u>200 ft.</u>
<u>Min. living area</u>	<u>500 s.f.</u>
<u>Max. building coverage</u>	<u>30%</u>
<u>Min. open space</u>	<u>60%</u>
<u>Setbacks</u>	
<u>Front</u>	<u>30 ft.</u>
<u>Side</u>	<u>25 ft. or equal to building height,</u> <u>25 ft. between buildings</u>
<u>Rear</u>	<u>50 ft.</u>



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 3/17/2020

Consent item: No

SUBJECT: (I23) Special Exception for private recreational facility in the Floodplain-Conservation (F-C) zoning district (Case No.20-70000001)

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve the Special Exception request to allow one private dock as a private recreational facility on a ±3-acre portion of a spoil island in the Halifax River (Parcel ID 6311-00-00-0140), subject to all other applicable local, regional, state and/or federal permits or easements being obtained before issuance of a City building permit for a dock.

SUMMARY: Planning Commission Action (2/27/20): Recommended Denial

Emilio Cirelli, applicant for the property owner, In land We Trust, LLC, has applied for a Special Exception to allow a private recreation facility on private property zoned Floodplain-Conservation (F-C). The 3-acre subject property is located approximately 1.5 miles south of the causeway/Dunlawton bridge and has been zoned F-C since the late 1970's. The Special Exception criteria for the proposed private recreation facility (architecture, parking, landscaping, traffic, location, etc.) has been met.

According to the applicant, the proposed private recreation facility will be attached to the subject property and extend into the Halifax River. The applicant further states that the proposed dock is to provide a place for only the property owner to dock a boat and to access the 3-acre property for private recreation activities. If the Special Exception is approved, the property owner will have to submit a City building permit for the dock and be required to meet all permitting requirements in the City's Land Development Code (LDC), Florida Building Code (FBC), and all applicable County, State, and Federal review agencies, such as the U.S. Army Corps of Engineers (USACE), Florida Department of Environmental Protection (FDEP), and Volusia County. Typically, the first step in development of a Special Exception use is to get the zoning approval then submit permits to the required permitting agencies.

The applicant has been communicating with the U.S. Army Corps of Engineers (USACE) - Cocoa Section about obtaining a USACE permit to build the proposed dock in Federal owned water adjacent to the subject property. According to the USACE, the proposed location of the dock is outside the federal channel setbacks and there are no anticipated federal channel navigational issues. The USACE also stated that the proposed dock conforms to the United States Fish and Wildlife Service (USFWS) manatee guidelines and the National Marine Fisheries Service (NMFS) design criteria. Based on the latest communication between the USACE and the applicant, it appears

that the USACE do not see any significant issues that would prevent the issuance of a USACE permit to construct the proposed dock., but they state that if a permit is approved by the USACE, it will be conditioned on the property owner entering into a Consent to Easement with the USACE Real Estate Division. The USACE Consent to Easement, allows the property owner to build the dock into water not owned by the applicant and within the USACE water setback off the federal channel. The City Special Exception is required since the dock will attach to the private property with City zoning.

The subject property has a Future Land Use (FLU) designation of Conservation and is zoned Floodplain-Conservation (F-C). Residential dwelling units or non-residential development are NOT allowed on the subject property. The only permitted use in the F-C zoning district is outdoor facilities for civic and public functions. A public or private recreation facility, such as the proposed private dock, is a Special Exception use in the F-C zoning district. A dock is considered a recreational facility for this property as it provides the property owner the ability for water-based recreation activities, such as boating, fishing, wildlife observation, swimming, and tent camping.

The staff report is attached for additional information.

Project No.: Funding Account No.:

Presenter: Penelope Cruz

ATTACHMENTS:

1.	STAFF REPORT	STAFF REPORT.pdf
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Penelope Cruz	Created/Initiated - 2/27/2020
Tim Burman	Approved - 2/27/2020
Shannon Balmer	Approved - 3/5/2020
Jake Johansson	Approved - 3/6/2020
Robin Fenwick	Final Approval - 3/6/2020



STAFF REPORT

Special Exception for private recreational facility in the
Floodplain-Conservation (F-C) zoning district
CASE NO. 20-70000001

REQUEST:	To allow private recreational facility (dock) in the Floodplain-Conservation (F-C) zoning district.
OWNER:	In Land We Trust, LLC
APPLICANT:	Emilio Cirelli, Manager for In Land We Trust, LLC
LOCATION:	Parcel ID 6311-00-00-0140 (Figure 1)
STAFF CONTACT:	Penelope Cruz, Planning Manager (386) 506-5671
STAFF RECOMMENDATION:	Approval, subject to approval of all other applicable local, regional, state and/or federal permits for construction of any private recreational facility.
PLANNING COMMISSION:	Recommended Denial (February 27, 2020)
CITY COUNCIL DATE:	March 17, 2020

OVERVIEW

Emilio Cirelli, applicant for the property owner, In land We Trust, LLC, has applied for a Special Exception to allow a private recreation facility on private property zoned Floodplain-Conservation (F-C) (see Figure 1, page 2). The property owner, In Land We Trust, LLC, consist of two individuals, husband and wife, Emilio Cirelli and Luz Cirelli. According to the applicant, the proposed private recreation facility would consist of a private dock constructed in Federal owned water that would be attached to a +/-3-acre portion of a spoil island (subject property) located in the Halifax River owned by In Land We Trust, LLC. The 3-acre subject property is located approximately 1.5 miles south of the causeway/Dunlawton bridge and has been zoned F-C since the late 1970's. The current property owner purchased the subject property in 2003 as a tax deed and received full ownership of the subject property in 2004 through a quit claim deed. In 2012, the Clerk of Court issued the property owner, In land We Trust, LLC, a Certificate of Title to the subject property.

According to the applicant, the proposed private recreation facility will be in the form of a dock that would be attached to the subject property and extend into the river. The applicant further states that the proposed dock is to provide a place for only the property owner to dock a boat and to access the 3-acre property for private recreation activities such as fishing, wildlife observation, swimming, boating, and tent camping. If the Special Exception is approved, the property owner plans to submit a City building permit for the dock and is aware the dock will be required to meet all permitting requirements in the City's Land Development Code (LDC), Florida Building Code (FBC), and all applicable County, State, and Federal review agencies, such as the U.S. Army Corps of Engineers (USACE), (Florida Department of Environmental Protection (FDEP), and Volusia County.

Typically, the first step in development of a Special Exception use is to get the zoning approval then submit permits to the required permitting agencies.

Figure 1. Location Map



The applicant has been communicating with the USACE - Cocoa Section about obtaining a USACE permit to build the proposed dock in Federal owned water adjacent to the subject property owned by In Land We Trust, Inc. According to the USACE, the proposed location of the dock is outside the federal channel setbacks and there are no anticipated federal channel navigational issues. The USACE also stated that the proposed dock conforms to the United States Fish and Wildlife Service (USFWS) manatee guidelines and the National Marine Fisheries Service (NMFS) JaxBo¹ consultation project design criteria. Based on the latest communication between the USACE and the applicant, it appears that the USACE do not see any significant issues that would prevent the issuance of a USACE permit to construct the proposed dock (Exhibit 1). The USACE also indicated to the applicant that if a permit is approved by the USACE, it will be conditioned on the property owner entering into a Consent to Easement with the USACE Real Estate Division. According to the USACE, the Consent to Easement, allows the property owner

¹ U.S. USACE, Jacksonville District Regulatory Division, Programmatic Biological Opinion (PBO), referred to as 'JaxBO,' from the National Marine Fisheries Service (NMFS) to address consultation requirements for certain activities that may affect federally listed threatened and endangered species occurring throughout the State of Florida, the Commonwealth of Puerto Rico and the U.S. Virgin Islands.

to build the dock into water not owned by the applicant and within the USACE water setback off the federal channel.

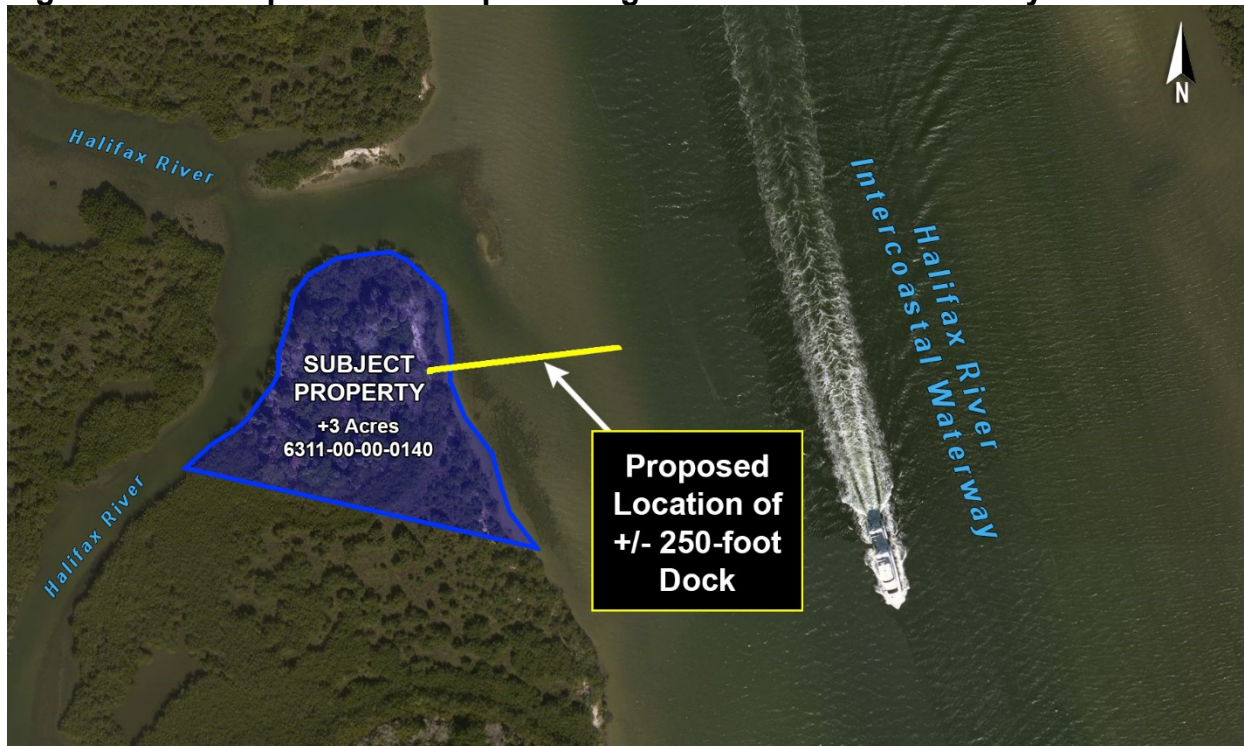
City staff spoke to the USACE staff conducting the preliminary review of the proposed dock and the USACE staff indicated there did not appear to be any significant issues that would prevent approval of a USACE permit but an official review would be conducted when the permit application is submitted to the USACE. As for the Consent to Easement, the USACE staff said this would be between the USACE and the property owner to allow the placement and use of a dock in waters adjacent to the subject property located within the federal right-of-way managed by USACE (see Figure 2). According to the USACE, the Consent to Easement allows an adjacent property owner to build a dock in federally owned water to access the privately owned 3-acre site. The City Special Exception is required since the dock will attach to the private property with City zoning.

Figure 2. USACE Map Showing Extent of Federal Right-of-Way



According to the Phase I Environmental Site Assessment, prepared by OHC Environmental Engineering Inc. for the Florida Inland Navigation District, the subject property is a spoil island created when sediment dredged from the Halifax River was deposited along the channel, to create the navigation channel of the Intracoastal Waterway. The 3-acre subject property is bordered to the north and west by tidal channels followed by mangrove marshes, on the east by open waters of the Halifax River, and the south by mangrove marshes (see Figure 3). The elevation near the center of the subject property is approximately 4.5 ft. above mean sea level, sloping outward towards the Halifax River.

Figure 3. Close-up Location Map showing the Intercoastal Waterway



The subject property has a Future Land Use (FLU) designation of *Conservation* and is zoned Floodplain-Conservation (F-C). Residential dwelling units or non-residential development are not allowed on the subject property. The only permitted use in the F-C zoning district is *outdoor facilities for civic and public functions*. A public or private recreation facility, such as the proposed private dock, is a Special Exception use in the F-C zoning district. According to the Land Development Code (LDC), “A special exception is a use that would not be appropriate without restriction, but which, if controlled as to number, area, location or relation to the surrounding area, would promote the public health, safety and general welfare.” According to the Land Development Code (LDC), the request for a Special Exception in any zoning district must be reviewed by the Planning Commission and approved by the City Council prior to establishment of said Special Exception use.

The LDC identifies public or private recreation facility as a Special Exception use for all properties in Port Orange zoned F-C [LDC, Chapter 18, Section 3(b)(17)]. A dock is considered a recreational facility for this property as it provides the property owner the ability for water-based recreation activities, such as boating, fishing, wildlife observation, swimming, and tent camping. The approval of the Special Exception from the City and an easement from the USACE are required to construct the dock from the private property owned by In Land We Trust, LLC, into the federally owned water.

According to the applicant, the proposed private dock would be constructed on the east side of the 3-acre property and is anticipated to be a +/- 250-foot pier with a 256 square foot platform, along with a boat house. The applicant’s engineer is in the preliminary stages of designing the dock and the applicant is actively working with the USACE to determine the length and height of the pier and obtain an easement to construct the dock in waters governed by the USACE. According to the applicant, the pier needs to extend

beyond the existing sand bar/oyster bed to allow for a boat to access the dock. If the Special Exception is approved, the ultimate dimensions of the dock will have to be approved by the City, County, State, and Federal review agencies. As part of the USACE preliminary review, the USACE indicated that the proposed dock does not appear to impact boat traffic in the federal channel but final review and determination will be made when the official application is submitted to the USACE.

SPECIAL EXCEPTION DEVELOPMENT STANDARDS

Regardless of the Special Exception being requested, all Special Exception uses are required to meet a uniform list of development standards, encompassing traffic generation, landscaping and buffering, and others [Ch. 18, Sec. 2(d)(2) of the LDC]. The following are the development standards and how they apply to the request.

Standard Special Exception Development Standards:

1. *Traffic generation and access for the proposed use shall not adversely impact adjoining properties and the general public safety.*

If the Special Exception use is approved, the location and dimensions of the dock will be reviewed by the City, Volusia County, and other review agencies, such as the Army Corps of Engineers (USACE) and Florida Department of Environmental Protection (FDEP) to minimize impacts to adjoining properties, water bodies, and the general public safety navigating the Halifax River.

According to the applicant, the proposed private recreation facility, a private dock, would be built to attach to the portion of the spoil island in the Halifax River and the dock will only be accessible by boat.

No development is permitted or proposed on the subject property that would adversely impact traffic generation and access.

2. *Off-street parking, loading and service areas shall be provided and located such that there is no adverse impact on adjoining properties, beyond that generally experienced in the district.*

The proposed Special Exception request is to allow for private recreation on the subject property in the form of a private dock that would be accessed only by boat. No other development is permitted or proposed on the subject property that would require off-street parking, loading and service areas.

3. *Required yards, screening or buffering, and landscaping shall be consistent with the district in general and the specific needs of the abutting land uses.*

No screening, buffering or landscaping is required. If the Special Exception is approved, the location of the dock on the subject property will need to meet the locational criteria of the LDC as well as any regional, state and federal review agencies requirements. The subject property is wooded, and a limited amount of vegetation is anticipated to need to be removed to construct the private dock. Any

trees that are proposed to be removed as part of the dock construction would be required to obtain a City Tree Removal Permit.

4. *Architectural and signage treatments shall comply with the general provisions applicable to permitted uses in the district, to the greatest extent possible, and be sensitive to surrounding development.*

If the Special Exception is approved, the private dock will be required to be constructed in accordance with the Land Development Code and Florida Building Code along with any regional, state and federal review agencies additional requirements. Any proposed signage will have to meet the regulations set forth by the LDC.

According to the applicant, the private dock will be constructed with pressure treated wood and is anticipated to extend 250 feet and include a 256 square-foot platform and boat house. If the Special Exception is approved, the ultimate dimensions and design of the dock will be approved by the applicable City, County, State, and Federal review agencies.

5. *Size, location or number of special exception uses in an area shall be limited so as to maintain the overall character of the district as intended by this code.*

There are no other public or private recreation facility Special Exception uses within the immediate area of the subject property. The subject property is part of a larger area zoned F-C that includes spoil islands within the Halifax River, Rose Bay, and Strickland Bay.

The purpose and intent of the F-C zoning district is to protect persons and private property from the hazards of flood water and to protect the community from costs which are incurred when urban development occurs in flood plains; and to conserve important natural and historic resources for ecological purposes and for the enjoyment and education of future residents.

In addition to the standard development requirements for all Special Exceptions, this Special Exception request must also comply with additional development requirements specific to evaluating if a public or private recreation facility is appropriate on this location [Ch. 18, Sec. 3(b)(17) of the LDC]. The following are the additional development requirements for a recreation (public/private) or public or private recreation facility in the F-C zoning district and how they apply to the request.

Specific Off-Site Parking Development Requirements [Ch. 18, Sec. 3(b)(17) of the LDC]:
The following factors shall be considered for proposed recreation (public/private) facilities in the Floodplain-Conservation (F-C) zoning district:

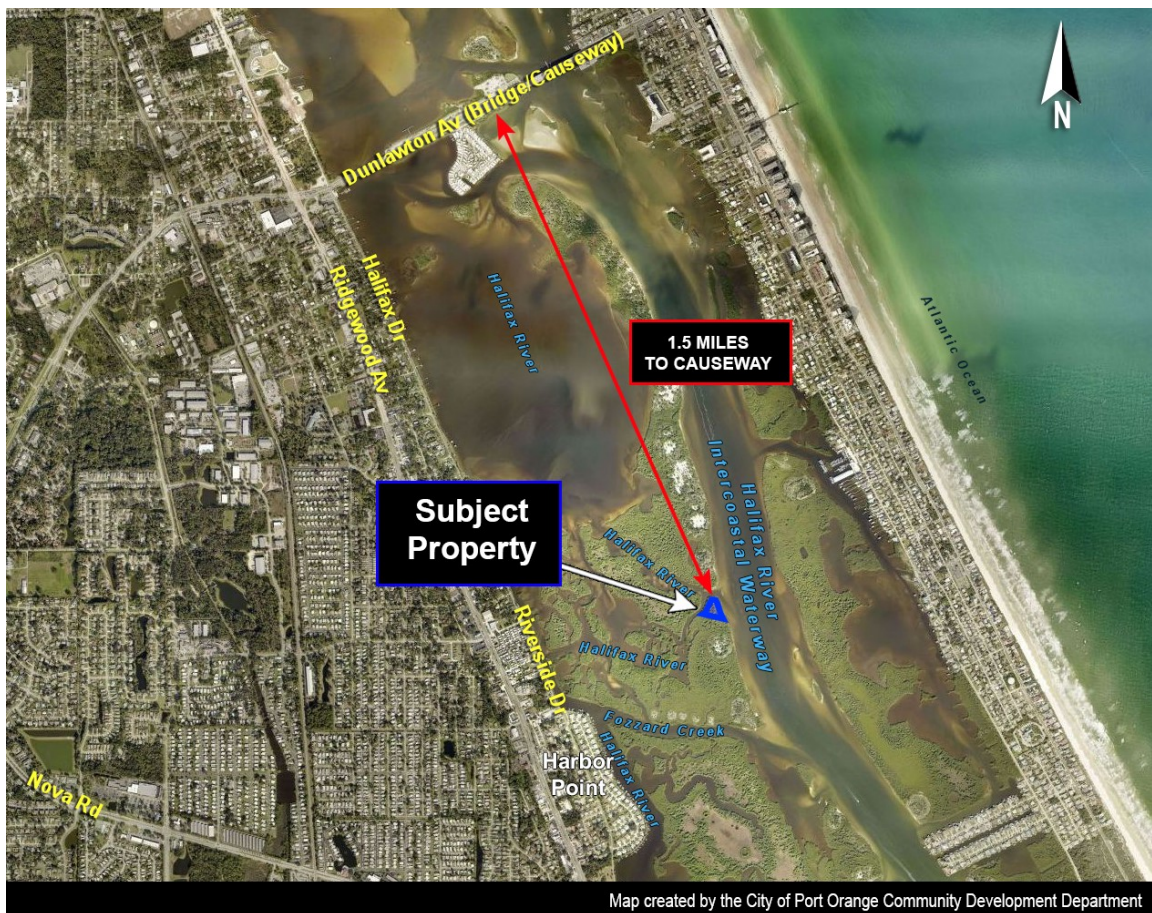
- (a) *Active recreation sites shall be buffered based on a land use intensity factor between six and 12, based on the specific levels of activity and potential impact of the proposed use.*

The proposed private dock would be a private recreation facility for only the property owner and provide access to allow the property owner to conduct passive

recreation on the subject property. According to the applicant, the proposed private dock is intended to provide access to his property for passive recreation such as fishing, wildlife observation, swimming, kayaking, etc. The +/-3-acre property is wooded, and no other upland facilities are permitted or proposed on the subject property that would require buffering.

(b) Active recreation sites shall front on an arterial or major collector roadway.

The purpose of this criteria is to ensure that Special Exception uses front onto an arterial or major collector roadway so that traffic impacts associated with a use are directed toward the arterial or major collector roadway and not a local residential roadway. Due to the location of the subject property, the Special Exception is requested for a private dock to be constructed to provide boat access to the subject property for the property owner to conduct passive recreation on the subject property. This will not result in increased traffic along local and residential streets.



(c) Passive recreation sites may be located in any F-C district.

The use of the proposed dock will also create opportunities for private recreation. According to the property owner, the dock will provide access to the 3-acre subject property where passive activities such as fishing, wildlife observation, tent camping, swimming, etc. can occur.

RECOMMENDATION

Staff recommends approval of the Special Exception to allow one private dock on the subject +/- 3-acre portion of a spoil island in the Halifax River (Parcel ID 6311-00-00-0140), subject to all other applicable local, regional, state and/or federal permits or easements being obtained before issuance of a City building permit for a dock.

ATTACHMENTS

Exhibit 1 – Applicant's Letter of request and follow-up communication

EXHIBIT 1

Applicant's Request Letter and Additional Correspondence

Department of Community Development
1000 City Center Circle
Port Orange FL 32129

Tim Burman, Peninople Cruz and staff,
Emilio Cirelli, manager of In Land We Trust, LLC is the owner of the private property; Parcel 6311-00-00-0140, located on the Halifax river surrounded by water on all sides, longitude 29.126400, latitude - 80.967710, is seeking a special exemption to build a dock for private use. The dock will not impact any adjoining properties and does not impact public safety. Being a island, there is no street parking issues and there would be no adjoining landscaping and buffering issues.

I have enclosed the following:

- Application form
- Phase 1 environmental study assessment showing no protected plant or animal wildlife
- The complete chain of title going from 1933 the USA to In Land We Trust, LLC
- The quick claim deed from the Florida Inland Navigation District releasing forever all rights titles, claims and demands including any dredged material deposit easements. Recorded on August 28th, 2008 Volusia County official records Book 6268 Page 4601
- Aerial photos of the location of the dock
- Tree surveys
- Elevation surveys
- Application Fee
- Manatee impact fee **(Staff note: Manatee impact fee was not included; not required until permitting)**



Emilio Cirelli
Manager of In Land We Trust, LLC
3054 S Peninsula Dr
Port Orange, FL 32118
386-290-3983
islandforsale@aol.com

Cruz, Penelope

From: Emilio Cirelli <islandforsale@aol.com>
Sent: Tuesday, January 21, 2020 11:28 AM
To: Barta, Beverly A CIV (US)
Cc: Cruz, Penelope; islandforsale@aol.com; Burman, Tim
Subject: [EXT] Re: Private dock property on the Halifax River 2 + miles south of the Dunlawton Causeway

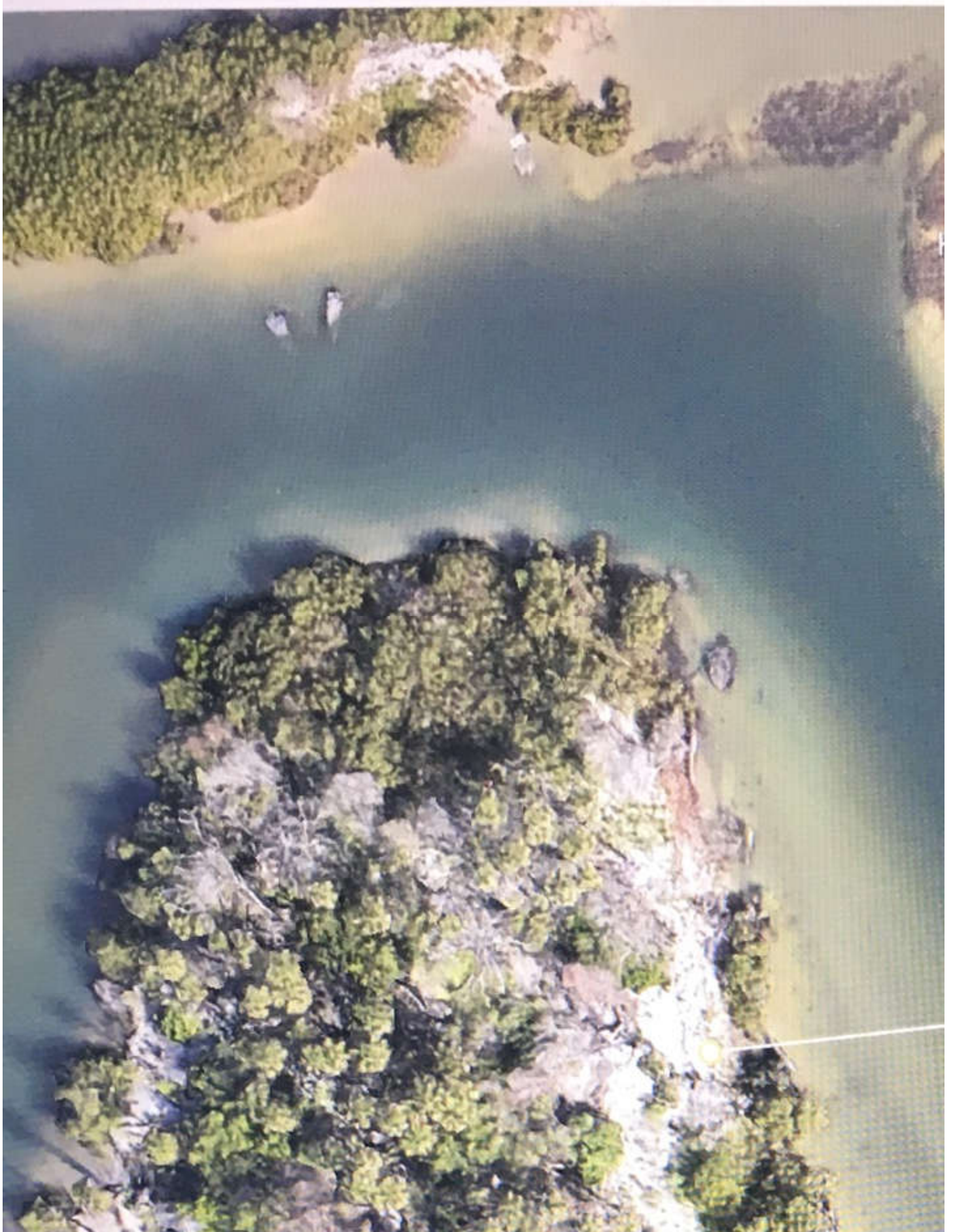
Hello Beverly,

Hope you have had a good holiday. Sorry about any delays, I just got back into this and would like to move forward. The longitude and latitude are 29.126436, -80.967660, parcel ID 6311-00-00-0140 in Volusia County, Port Orange, Florida. As part of the city request, here is a photo of the location of the dock walkway I would like to build, the walkway will go out 250' to the platform. The length of the walkway would be about 250'. The platform would be about 16' x 16'. I didn't want to go out so far but I have no choice because of the shallow water and without grounding the boat.

I hope I can get a verbal (email) okay that this would be permissible and possible in this location. This would help me to move forward with The City of Port Orange planning and development. I understand there are many other steps but this is the first one.

Thank you very much,

Emilio Cirelli
3054 S. Peninsula Drive
Daytona Beach Shores, Florida 32118
386-290-3983



Sent from my iPad

> On Jan 21, 2020, at 9:51 AM, Barta, Beverly A CIV (US) <Beverly.A.Barta@usace.army.mil> wrote:
>
> CLASSIFICATION: UNCLASSIFIED
>
>
>
> Kind Regards,
> Bev
> _____
>
> US Army Corps of Engineers
> Beverly Barta, Project Manager
> Cocoa Permits Section
> 400 High Point Dr. 6th floor
> Cocoa, FL 32926
> Phone: 321-504-3771 x26
>
> "The USACE is neither a proponent nor opponent of any permit proposal."
> Conflicting regulations? The more restrictive federal, state or county law, rule, code or regulation shall apply.
>
>
> CLASSIFICATION: UNCLASSIFIED

Cruz, Penelope

From: Emilio Cirelli <islandforsale@aol.com>
Sent: Thursday, February 20, 2020 6:23 PM
To: Cruz, Penelope
Subject: [EXT] Fwd: Cirelli Dock (UNCLASSIFIED)

Good evening Penelope

Just received this good news from the Army Core
Thank you
Emilio

Sent from my iPad

Begin forwarded message:

From: "Palmer, John C CIV USARMY CESAJ (USA)" <John.Palmer@usace.army.mil>
Date: February 20, 2020 at 5:59:37 PM EST
To: "islandforsale@aol.com" <islandforsale@aol.com>
Subject: Cirelli Dock (UNCLASSIFIED)

CLASSIFICATION: UNCLASSIFIED

Mr. Cirelli,
Thank you for the telephone call today. The Corps has received your application for a dock on the 3 acre island in Port Orange. Pursuant to our conversation, you indicated you would conform to Corps regulations and recommendations for the structure placement and design, which should result in the issuance of a USACE permit.
The proposed structure is outside the Federal channel setbacks, so there is no federal channel navigational issues.
There is a secondary access to the backwaters west of the island that is utilized by the public. This secondary access will require a raised section of the structure that should be approximately 10' above the Mean High water elevation. The final location and height determination will be resolved once the water depth information is solidified. Therefore, this should not be an issue with the design modifications.
The proposed dock conforms with the USFWS manatee guidelines and the NMFS JaxBo consultation PDCs.
A Consent to Easement will be required from the Corps Real Estate Division once the permit is authorized.
None of the issues raised and discussed today should hinder issuance of a Corps permit for the proposed structure.
Your continued cooperation is required to get to the final authorization. If you have any questions, please feel free to contact me. Thanks you.
JCP

John Palmer
Chief, Cocoa Section / Senior Project Manager
U.S. Army Corps of Engineers
400 High Point Drive, Suite 600
Cocoa, FL 32926

321-504-3771 extension 10
321-504-3803 (fax)
john.palmer@usace.army.mil

Service

"The happiest people are those who do the most for others. The most miserable are those who do the least." — Booker T. Washington

"To give real service you must add something which cannot be bought or measured with money, and that is sincerity and integrity". - Douglas Adams

CLASSIFICATION: UNCLASSIFIED



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 3/17/2020

Consent item: No

SUBJECT: (I24) Economic Incentive Agreement with Dunlawton Village, LLC
(Dunlawton Village)

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve the Economic Incentive Agreement for Dunlawton Village LLC

SUMMARY: Dunlawton Village, LLC has requested financial assistance from the City in the form of Tax Increment Financing (TIF) reimbursement and partial refund/waiver of development fees through the City's Targeted Business Program related to the redevelopment of the property at 415 Dunlawton Avenue. The new Dunlawton Village office complex is located in the Dunlawton Village section of the Town Center Community Redevelopment Area (CRA). The multi-building office complex includes two new buildings that include the following uses: mortgage brokerage, financial counseling and accounting services, law office, mortgage lender, insurance agency, and the corporate office for Gaff's Realty.

The CRA Plan states that incentives may be provided through the process described in the City's Land Development Code (LDC), Chapter 20 - Economic Development Incentives. The purpose of the incentives identified in the LDC is to promote positive forms of new development and redevelopment; reward the creation and retention of value-added jobs; attract targeted businesses; revitalize the Port Orange Town Center and Eastport Business Center redevelopment areas; increase the nonresidential tax-base; and foster a diverse employment base within the City.

The Targeted Business Program was created to provide assistance to unique business ventures which, from time to time, may be targeted by the City by virtue of the anticipated socio-economic benefits. Targeted businesses may be extended incentives to aid in retaining their operations within the City; to aid in enhancing/expanding their operations in the City, or to aid in relocating their operations to viable property within the City.

The purpose of the incentives is to promote positive forms of new development and redevelopment; reward the creation and retention of value-added jobs; attract targeted businesses; revitalize the Port Orange Town Center redevelopment areas; increase the nonresidential tax-base; and foster a diverse employment base within the City. To date, the Dunlawton Village has brought six (6) new businesses with over 15 employees to the Town Center and is planning to add 50 – 100 new real estate agents in the coming year as a result of the expansion of their corporate headquarters.

According to the applicant's letters of request, Dunlawton Village, LLC is making a \$1,637,924 investment in the City including construction of a 4,109 square-foot multi-tenant office building and a 2,763 square-foot office building for Gaff's Reality. Gaff's Reality is an existing Port Orange-based business and the request letter states that the new office complex will keep the business in the City and allow for new growth of smaller businesses in the CRA.

TIF Reimbursement: The applicant has requested a maximum reimbursement of \$500,000 to be paid over a 16-year TIF revenue sharing period. The reimbursement would be based on the applicant receiving 50% of the portion of the property tax increment revenue received by the CRA and directly attributable to the Dunlawton Village development. The reimbursement funds would be used to partially offset the costs of public improvements and public benefits created by architectural/aesthetics, parking, streets and drive aisles accessible to the public, lighting, drainage, utilities, landscaping, exterior signs, traffic control devices, stormwater mitigation and other public benefits created by the Dunlawton Village development.

Targeted Business Program: The applicant has requested a refund or waiver of \$22,640 in site development and building permit review fees. The refund/waiver may not be applied to impact fees and utility connection fees. The amount of assistance is based on actual fees paid to date and estimates of final development fees that must be paid before Certificate of Occupancy can be issued. Total development review fees due are estimated to be approximately \$43,455.

Project No.: Funding Account No.:

Presenter: Tim Burman

ATTACHMENTS:

1.	Dunlawton Village Economic Incentive Agreement with exhibits	Dunlawton Village EIA.pdf
2.	Dunlawton Village TIF Sharing Request Letter	Dunlawton Village TIF Sharing Request Letter.pdf
3.	Dunlawton Village Chapter 20 Request Letter	Dunlawton Village Chapter 20 Request Letter.pdf

Melanie Schmotzer
Tim Burman
Scott Neils
Shannon Balmer
Jake Johansson
Robin Fenwick

Created/Initiated - 2/26/2020
Approved - 2/27/2020
Approved - 2/27/2020
Approved - 3/10/2020
Approved - 3/11/2020
Final Approval - 3/11/2020

ECONOMIC DEVELOPMENT INCENTIVE PROGRAM AGREEMENT
BY RESOLUTION NO. 17-14

BY AND BETWEEN

PORT ORANGE TOWN CENTER
COMMUNITY REDEVELOPMENT AGENCY
and

CITY OF PORT ORANGE, FLORIDA,

and

DUNLAWTON VILLAGE, LLC, A FLORIDA LIMITED LIABILITY COMPANY

Dated as of _____, 2020

**ECONOMIC DEVELOPMENT INCENTIVE PROGRAM AGREEMENT
BY RESOLUTION NO. 17-14**

This Economic Development Incentive Program Agreement by Resolution No. 17-14 (the “Incentive Agreement”), dated as of _____, 2020, is entered into by and between the **Community Redevelopment Agency for Port Orange Town Center**, a special purpose unit of local government organized and existing under Chapter 163, Part III, the laws of the State of Florida (the “Agency”) and the **City of Port Orange**, Florida, a municipal corporation (the “City”) and **Dunlawton Village, LLC, a Florida limited liability company** (the “Owner”).

W I T N E S S E T H:

WHEREAS, for purposes of this Incentive Agreement, the Definitions have been set forth in Exhibit “A” attached hereto and incorporated herein by this reference; and

WHEREAS, the Agency was formed for the purpose of removing slum and blight in the Port Orange Town Center Redevelopment Area (the “Redevelopment Area”) and to promote redevelopment and employment within the Redevelopment Area; and

WHEREAS, the Owner is the owner of certain land located within the jurisdiction of the Agency more specifically described in Exhibit “B” attached hereto and incorporated herein by this reference (hereinafter the “Property”); and

WHEREAS, the City has established an Economic Incentive Program in Resolution No. 17-14, attached hereto as Exhibit “C” and made a part hereof by reference, consistent with the Redevelopment Plan, as amended; and

WHEREAS, the Owner has requested certain economic development incentives related to the development of the Property; and

WHEREAS, the Agency is authorized pursuant to Chapter 163, Part III, Florida Statutes (the “Act”) and the Port Orange Town Center Redevelopment Plan, dated December 1, 1998, as amended by an Amendment to Redevelopment Plan, pursuant to Ordinance No. 2007-10 dated March 20, 2007; as further amended by an Amendment to Redevelopment Plan, pursuant to Ordinance No. 2014-22 dated November 11, 2014; and as further amended by Amendment to Redevelopment Plan, pursuant to Ordinance No. 2016-14, dated September 20, 2016, as amended, from time to time (“Redevelopment Plan”), to utilize economic incentives and to expend tax increment funds in order to promote and encourage development activity within the boundaries of the Port Orange Town Center Redevelopment Area; and

WHEREAS, the Agency, finding it to be in the best interest of the Agency and the health, safety and welfare of the citizens of the City of Port Orange, Florida (the “City”), intends to provide certain economic incentives to the Owner in order to facilitate the development of the Property with the expectation that the Agency’s involvement will encourage and accelerate the timing of the development, thus preserving the property values in the Port Orange Town Center Redevelopment Area, enhancing and expanding economic development and activity within Port

Orange Town Center Redevelopment Area in order to provide a stronger, more balanced, and stable economy, enhance and preserve employment opportunities for residents, promote and further the redevelopment of the Port Orange Town Center Redevelopment Area and assist in the funding of certain public improvements as described herein (collectively, the “Public Benefits”); and

WHEREAS, the nature of the proposed development of the Property as more particularly described in Exhibit “D” (the “Project”) and its location in the Port Orange Town Center Redevelopment Area will further the goals and objectives of the Redevelopment Plan as set forth in Section 5.2 of the Redevelopment Plan, as may be amended from time to time; and

WHEREAS, the Florida legislature has found that government sponsored public-private partnerships and the promotion and support, including financial assistance, of economic development activities is in the public interest and achieves a public benefit; and

WHEREAS, the Agency, City and the Owner wish to reduce to writing the understanding of the economic incentives provided by the Agency and the Owner’s obligations with respect to the development of the Project.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and such other good and valuable consideration the receipt of which is hereby acknowledged, the parties agree as follows:

Section 1. Incorporation of Preamble. The Preamble of this agreement is true and correct and incorporated herein by this reference as if fully set forth below.

Section 2. Capitalized Terms. Capitalized terms in this Agreement have the meanings set forth in Exhibit A or otherwise defined herein.

Section 3. Effectiveness of Agreement. This Agreement will become effective upon complete execution hereof.

Section 4. Term. Unless earlier terminated pursuant to Section 12.C hereof, the term of this Agreement (“Term”) will commence on the Effective Date and will continue through and including the expiration of the Revenue Sharing Period. Nothing herein will limit the ability of the Parties to enter into future amendments to this Agreement that have the effect of extending the Term. After expiration of the Term, this Agreement will be deemed terminated and of no further force and effect; provided, however, such termination will not affect any obligation of any Party which arises under this Agreement during the Term but is not fully performed as of the end of the Term.

Section 5. Nature of and Authority for Agreement. This Agreement constitutes an economic and business development incentive agreement between the Parties consistent with the economic development objectives of the Agency and the business development objective of the Owner, and does not constitute the creation of a joint venture, partnership or any other form of business enterprise between the Parties. This Agreement contemplates reimbursement to the Owner from the Community Redevelopment Agency for Town Center Trust Fund of significant costs to be incurred by the Owner to construct public improvements needed for the Project,

including but not limited to water, sewer, roadway improvements and stormwater retention/detention and to otherwise promote Public Benefits. The Agency and the City have determined that payment of the amounts set forth herein furthers a critical public interest of the Agency to attract and retain retail and residential development in the Community Redevelopment Area for Port Orange Town Center.

Section 6. Agreement to Develop Property. The Owner hereby represents and warrants to the Agency and the City that Owner will expend not less than One Million Six Hundred Thirty-Seven Thousand Nine Hundred Twenty-Four and NO/100 Dollars (\$1,637,924.00) in Development Costs in connection with the development of the Property as shown on the plans stamped “Approved for Construction.” Within sixty (60) days of the Substantial Completion of the Project, the Owner shall submit to the Agency and the City, the Development Costs Certificate (certified as being true and correct by the Owner). Owner shall not be entitled to any Development Increment TIF pursuant to this Section until Owner provides the Development Costs Certificate.

The Owner agrees the improvements constituting the development of the Property having an estimated assessed value of not less than \$1,637,924.00 shall be permitted and construction shall commence not later than 12 months from the date of this Agreement. Construction of the Project and shall be complete and a Certificate of Occupancy obtained not later than 24 months after the date of this Incentive Agreement.

Section 7. Relationship to City Code. The express terms and provisions of each element of the Development Agreement, and any subsequently approved amendment to any element of the Development Agreement, are subject to all provisions of City Code and the City Code will apply to the Property in the same manner as it applies to all other properties located within City.

A. **Zoning.** Zoning and development of the Property will be governed by the terms and conditions of the City Code and Development Agreement, if any. The Parties recognize and agree that the Owner’s ability to move forward with the acquisition and development of the Property and the construction of the Project is subject to the Owner’s ability to construct buildings upon the Property that are consistent in cost and general appearance with its intended development. If the Owner does not obtain City Council approval to construct buildings upon the Property pursuant to current applications filed with the City and consistent in cost and general appearance with its intended Development Plan, then the Owner shall have the right to terminate this Agreement without any further liability hereunder.

B. **Application of City Code.** All procedures for processing of Development Applications, and all substantive, procedural, engineering, architectural design and development standards and other technical requirements and standards set forth in the City Code will, notwithstanding any provision of this Agreement, govern and control with respect to zoning, subdivision, site development, and other matters affecting development of the Property, the Public Improvements and obligations with respect thereto. Procedures, standards and requirements associated with Public Improvements and assurance of completion obligations will be governed by the plans stamped “Approved for Construction”, subdivision or site improvement agreements and the issuance of a Development Order. The Owner will be obligated to pay to the

City all nominal application and permit fees related to its development of the Property, including but not limited to application and permit fees for sign permits, impact fees, Building Permits, construction documents, construction inspections, right-of-way permits, amendments to approved Development Plans, Grading, Erosion, Sediment Control (“GESCC”) permits, or other applications or permits required by other service providers or agencies having jurisdiction over the Property except as otherwise described herein.

Section 8. Tax Increment Rebate. As an inducement to Owner to undertake the development of the Property, the Agency agrees to pay the Owner a percentage of the Tax Increment Revenue actually generated from the Property as follows:

A. If the Owner expends not less than One Million Six Hundred Thirty-Seven Thousand Nine Hundred Twenty-Four and NO/100 Dollars (\$1,637,924.00) in Development Costs in connection with the development of the Project, the Agency hereby agrees to provide an economic incentive to the Owner in the form of a rebate of Fifty percent (50%) of the portion of the Tax Increment Revenue received by the Agency and directly attributable to the Property (“Tax Increment Rebate”), provided, however, that the total amount so shared shall be limited to the lesser of (i) the cost of the Public Improvements and Public Benefits expended by Owner and (ii) the Revenue Sharing Cap Amount (the “Total Tax Increment Rebate”).

B. Calculation Base. For purposes of calculating the Tax Increment Revenue for the entire Property, it is agreed that the Base Year shall be defined as the valuation of the taxable assessed value of the Property as shown on the records of the Volusia County Tax Appraiser the earlier of the date of issuance of the (1) site construction development permit or (2) building construction permit. Issuance of a permit shall mean plans stamped “Approved for Construction” and permits issued.

C. Rebate Amount. Once Tax Increment Revenue is generated for the Project, the following shall apply.

i. The Tax Increment Rebate will be calculated in each year during the Revenue Sharing Period and paid on or before July 30th. The Tax Increment Rebate shall be calculated each year as Fifty percent (50%) of the Tax Increment Revenue received by the Agency from the Tax Collector for such year attributable to the increase, if any, of the taxable value of the Property over the Base Year.

Each year during the Term of this Agreement the Agency will endeavor to provide the Owner with notice of the amount of the estimated Tax Increment Rebate for such year by November 1. The notice shall be delivered to the Owner on or about November 1st of each year. The actual Tax Increment Rebate will be based on actual tax increment revenue received with respect to the Property and may vary from the estimated amount.

ii. The millage rate applied to determine the contribution to the Community Redevelopment Agency for Town Center Trust Fund is based upon the millage rates of the taxing authorities which contribute to the Community Redevelopment Agency for Town Center Trust Fund, including the City, and is subject to change as provided by law.

iii. The Owner may designate third parties to receive all or any portion of the Total Tax Increment Rebate provided that the Owner provides written notice of such designation to the Agency signed by all affected parties. Any such payment to a third party shall be subject to all the terms and conditions hereof.

iv. Tax Increment Rebate payments from the Agency shall be payable solely from assets in the Redevelopment Tax Fund and shall not be a general obligation or debt of the Agency or the City.

D. Compliance Conditions. The Agency's obligation to provide the Tax Increment Rebate is contingent upon the Owner's compliance with the following provisions of this Section 8.D.

i. The Project shall be developed in accordance with the plans stamped "Approved for Construction" by the City.

ii. The Project shall be constructed by a Florida licensed general contractor substantially in accordance with the plans for the project as approved by the City in connection with the issuance of the building permits for its construction.

iii. Each phase of development of the Property is commenced and completed in accordance with the descriptions and timeframes set out in Section 6.

E. Funding Disbursements; Reporting and Disbursement. Within thirty (30) days after each June 30 of each year of the Revenue Sharing Period, the Agency will remit to the Owner a lump sum payment (a "Funding Disbursement") in the amount required by Section 8.C. Unless the Owner otherwise directs the Agency in writing, each such Funding Disbursement will be remitted to the Owner at the address set forth in Section 23 .

F. Audits. The Owner will have all rights available at law or in equity to audit or contest, at its sole expense, the Agency's computation of the Tax Increment Rebate and Funding Disbursements. Audits may be requested by the Owner in writing from time to time, but will not occur more than once annually at the time the Agency subjects its records to audits required by state law, and the scope of any such audit may include any prior period so designated by the Owner in such request. Audits will be performed by an independent auditor using generally accepted governmental accounting principles. The costs of any such audit will be paid by the Owner. The foregoing audit rights and the Agency obligations will survive termination of the Revenue Sharing Period and expiration of the Term for the longer of twelve (12) months after the date on which the Agency is required to subject its records to audits required by state law for the last year of the Revenue Sharing Period or the Parties' full performance of their respective obligations hereunder with respect to any audit request delivered to Agency prior to termination of the Revenue Sharing Period.

Section 9. Use of Funding Disbursement Revenues by the Owner. Funding Disbursements distributed to the Owner will be applied only for a public purpose which will advance (or which has advanced) the redevelopment of the Community Redevelopment Area for Port Orange Town Center and is permitted by the Port Orange Town Center Redevelopment Plan, including, without limitation, Public Improvements and Public Benefits. For purposes of

this Agreement, “public purpose” will include, without limitation, the acquisition, design, construction, installation, erection, repair or maintenance of Public Improvements and other activities that promote Public Benefits, which for purposes of this Agreement include but are not limited to:

A. Exterior signage and devices that provide for or permit or enhance public way-finding and direction, building and business identification to the public, traffic control, and parking management within the Property, the Development and/or proximate areas.

B. Parking structures, parking lots, drive aisles, streets, and ways within the Property, the Development and/or proximate areas provided that such locations are routinely accessible to and available for use by the general public. Such areas shall at all times remain the private property of the Owner and its successors and assigns.

C. Lighting fixtures, power lines, transformers, and other lighting-related improvements to illuminate parking areas, sidewalks, drive aisles, loading areas, and other locations within the Property, the Development and/or proximate areas which are routinely accessible to the general public and which equipment will aid public safety and security.

D. Drainage retention and detention ponds and holding areas, culverts, pipes, inlets, gates, grates, swales, retaining walls, and water quality facilities within the Property, the Development and/or proximate areas which improvements provide for the management of surface water and the controlled retention or release in order to reduce adverse impacts upon and damage to public streets, public intersections, public infrastructure and adjacent private property.

E. Utilities (e.g., water, sewer, gas, electric, communications) and utilities extensions serving the Property, Development and/or proximate areas to the extent that the costs of such utilities improvements are the obligation of the Owner and are not within the responsibility or obligation of the utility service provider; and for purposes of clarification, costs incurred by the Owner for any such utilities improvements prior to the dedication of such utilities improvements to a utility provider (e.g., design and construction costs) or payments or reimbursements made to a utility provider for design and construction costs shall be eligible for Funding Disbursements.

F. Landscaping, including plant materials and landscape-related features (including any artwork) located along the perimeter of the Property, the Development or proximate areas or within the parking areas or other areas within the Property, the Development or proximate areas which are routinely accessible to the general public.

G. Physical improvements and amenities intended to serve the general public while upon the Property, the Development and/or proximate areas, including but not limited to sidewalks, crosswalks, bicycle paths, bicycle racks and storage areas, benches and seating, trash cans, rest areas, overpasses, and street medians to provide pedestrian safe zones for crossing of roadways and drive aisles.

H. Traffic control devices including traffic lights and crosswalk signals within the Property, the Development and/or proximate areas.

I. Improvements to meet local, state, or federal accessibility standards such as the Americans with Disabilities Act and to aid access for handicapped persons to and within the portions and areas of the Property, the Development and/or proximate areas which are intended for public access.

J. Acceleration lanes, deceleration lanes, turn lanes, and lane striping widening or modification intended to benefit the Property, the Development and/or proximate areas.

K. Any Public Improvements identified in the Subdivision or Site Improvement Agreement or on approved development plans stamped "Approved for Construction" by the City for the Property, the Development and/or proximate areas.

L. Any other public-related improvements, whether on-site or off-site, if such improvements are for a public purpose and determined by Agency to provide a public benefit, including but not limited to promoting Public Benefits, and/or advance the health, safety and welfare of the community or public convenience.

M. Any other improvements, property, equipment, materials, services and/or undertakings directly or indirectly related to the promotion of the Public Benefits.

N. Any easement granted by Owner to the City/Agency for a public purpose or for a Public Benefit (other than easements granted pursuant to the Property Exchange Agreement or as required by the Development Plan).

The actual costs and expenses incurred by the Owner directly or indirectly related to any of the foregoing plus Five percent (5%) per annum from the date the expense was incurred by the Owner shall, without limitation, be reimbursable from Funding Disbursement revenues as a "public purpose" within the meaning of Section 9 of this Agreement; provided, however, notwithstanding anything to the contrary contained in this Agreement, the Agency and the Owner acknowledge and agree that the Property and the Project shall at all times remain the private property of the Owner, subject to a public access deed and use easement rights.

The Owner shall submit to Agency such evidence of payment of such costs as Agency reasonably determines is necessary to verify expenditures for public purposes defined above and to verify that the costs and expenses for which reimbursement is sought were obtained or provided at a reasonable market price consistent with the Public Improvements and Public Benefits provided. The Agency shall have the right to require an audit of the expenditures and the procurement or bidding process by which contracts and subcontracts were entered into; the Owner shall pay the cost of any such audit.

Section 10. Certification of Use of Funding Disbursement Revenues by the Owner. The Owner may apply revenues from Funding Disbursements toward payment or reimbursement of its costs and expenses in accordance with Section 9 above (whether incurred and/or paid prior or subsequent to commencement of the Revenue Sharing Period) up to the Revenue Cap Amount. Not later than 60 days prior to the due date of Agency's initial Funding Disbursement, the Owner will provide Agency with a certification of the actual amount of costs and expenses incurred in accordance with Section 9 above. The reasonable costs and expenses

incurred by the Owner in the preparation of the initial certification and any supplemental certification contemplated by Section 9 will be reimbursable from Funding Disbursement revenues as a “public purpose” within the meaning of Section 9 of this Incentive Agreement.

Section 11. Chapter 20 Economic Development Incentives. Pursuant to the Targeted Businesses Program (“TBP”) as established in Chapter 20 of the City of Port Orange Land Development Code, as may be amended from time to time, City shall grant to the Owner a credit of Twenty-Two Thousand Six Hundred Forty and 65/100 Dollars (\$22,640.65) that may be applied to fees, excluding impact fees and storm water special assessment fees, as charged by the City for building permits and inspection fees.

Section 12. Defaults and Remedies.

A. Default by a Party. A breach or default by the either Party under this Agreement (“Default”) will be defined as such Party’s failure to fulfill or perform any express material obligation of that Party stated in this Agreement.

B. Notices of Default. In the event of a Default by either Party under this Agreement, the non-Defaulting Party will deliver written notice to the Defaulting Party of the Default, at the address specified in Section 24, and the Defaulting Party will have thirty (30) days from and after receipt of the notice to cure the default without liability for the Default. If the Default is not of a type which can be cured within such thirty (30) day period and the Defaulting Party gives written notice to the non-Defaulting Party within such thirty (30) day period that it is actively and diligently pursuing a cure, the Defaulting Party will have a reasonable period of time given the nature of the Default following the end of the thirty (30) day period to cure the Default, provided that the Defaulting Party is at all times within the additional time period actively and diligently pursuing the cure and such additional period shall not exceed 120 days.

C. Remedies. If an Owner Default under this Agreement is not cured as described above, City and Agency may enforce the Owner’s obligations hereunder by an action for injunction, specific performance, and/or contract damages, or at its election may terminate this Agreement, following which this Agreement will be of no further force and effect and neither Party will have any further obligations to the other hereunder, except that the Owner will remain obligated to pay to City and Agency any amounts due and owing to City and Agency as provided in Section 23. If the Agency or City Default under this Agreement is not cured as described above, the Owner will have the right to enforce Agency’s or City’s obligations hereunder by an action for injunction, specific performance, and/or contract damages.

Section 13. Representations. In addition to the other representations, warranties and covenants made by the Parties herein, the Parties make the following representations, warranties and covenants to each other, and may be held liable for any loss suffered as a consequence of any misrepresentation or breach under this Section 13 .

A. Full Authority. Each Party has the full right, power and authority to enter into, perform and observe this Incentive Agreement.

B. Other Instruments. Unless otherwise specified herein, neither the execution of this Agreement, the consummation of the transactions contemplated hereunder, nor the fulfillment of or the compliance with the terms and conditions of this Agreement by each Party will conflict with, violate or result in a breach of any terms, conditions, or provisions of, or constitute a default under, or result in the imposition of any prohibited lien, charge, or encumbrance of any nature under any agreement, instrument, indenture, or any judgment, order, law or decree to which either Party hereto is a party or by which either Party is bound.

C. Covenants. Each Party will keep and perform all of the covenants and agreements of such Party contained herein.

Section 14. Costs. The Owner shall pay any expenses incident to the preparation of this Agreement and the performance of its obligations hereunder, including but not limited to: (i) the cost of the preparation, execution, delivery, filing and recording, as the case may be, of this Agreement and all other agreements, instruments, certificates and documents required in connection with the consummation of the transactions contemplated hereby; and (ii) the reasonable fees and disbursements of counsel and any financial advisor for the Agency and the City.

Section 15. Severability. Any provision of this Incentive Agreement held by a court of competent jurisdiction to be invalid, illegal or unenforceable shall be severable and shall not be construed to render the remainder to be invalid, illegal or unenforceable.

Section 16. Effective Date and Term. This Incentive Agreement shall become effective and commence on the date of its approval by the City Council and the Community Redevelopment Agency for Port Orange Town Center and upon execution by the City, Agency and the Owner, subject to the termination, severability and survival provisions set forth herein.

Section 17. Termination. This Agreement shall terminate upon the occurrence of any of the following events:

A. The end of the Term, as provided in Section 4 .

B. Termination of this Agreement by the Owner pursuant to Section 7.A. hereof, or termination of the Agreement by its Agency pursuant to Section 12.C hereof.

Section 18. Relationship. This Incentive Agreement does not evidence the creation of, nor shall it be construed as creating, a partnership or joint venture among the Agency, the City and the Owner. No party can create any obligation or responsibility on behalf of the others or bind the others in any manner. Each party is acting for its own account, and it has made its own independent decisions to enter into this Incentive Agreement and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. Each party acknowledges that none of the other parties hereto is acting as a fiduciary for or an adviser to it in respect of this Incentive Agreement or any responsibility or obligation contemplated herein. The Owner further represents and acknowledges that no one was paid a fee, commission, gift or other consideration by the Owner as an inducement to entering into this Incentive Agreement.

Section 19. Personal Liability. No provision of this Incentive Agreement is intended, nor shall any be construed, as a covenant of any official (either elected or appointed), director, employee or agent of the Agency and the City in an individual capacity and neither shall any such individuals be subject to personal liability by reason of any covenant or obligation of the Agency hereunder.

Section 20. Applicable Law and Venue. This Incentive Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any action, in equity or law, with respect to this Incentive Agreement must be brought and heard in the Circuit Court of the Seventh Judicial Court in and for Volusia County, Florida.

Section 21. Assignment. It is acknowledged that the Owner, as the fee simple owner of the Property, is free to convey title (fee simple, leasehold or otherwise) to third parties of all or portions of the Property. Such third parties shall acquire no right or interest in this Agreement unless expressly granted in a written instrument executed by the Owner. In connection a conveyance to a third party, the Owner (as to the Owner's interest) shall have the right to assign all or any portion of its interests in this Agreement, and the assignee of any interests in this Agreement shall also have the right to assign such interests to another party, provided that: (i) the Owner's interest hereunder shall only be assignable in whole and not in part, and (ii) the assignee shall assume in writing the responsibilities, obligations and duties associated with the interests being assigned by the assignor and which may arise after the effective date of the assignment.

Upon the assignee's assumption of such responsibilities, obligations and duties, the assignor shall be relieved of same. The assignor of the Owner's interests in this Incentive Agreement shall provide notice to the Agency of such assignment within fifteen (15) days of the effective date of the assignment. The assignment instrument must include the street address, phone number and facsimile number of the assignee. Such contact information shall be used by the parties under the notices provision below.

Section 22. Amendment. This Incentive Agreement may not be amended, unless evidenced in writing and executed by all parties hereto.

Section 23. Attorneys' Fees. In the event of any litigation between the Parties hereto concerning the subject matter hereof, the substantially prevailing Party in such litigation will be entitled to receive from the non-prevailing Party, and will be awarded, in addition to the amount of any judgment or other award entered therein, all reasonable costs and expenses, including attorney fees, incurred by the substantially prevailing Party in such litigation, appeal or post judgment collection proceedings.

Section 24. Notices. Notices shall be deemed to have been duly given if sent by facsimile or hand-delivered or mailed, first class, postage prepaid, or by certified or registered mail (return receipt requested) to the following addresses:

To the Agency: Community Redevelopment Agency for Port Orange Town Center
1000 City Center Circle
Port Orange, Florida 32129
Attn: City Manager
Telephone: 386-506-5501

Facsimile: 386-756-5208

To the City: City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129
Attn: City Manager
Telephone: 386-506-5501
Facsimile: 386-756-5208

Dunlawton Village, LLC
5808 Nob Hill Boulevard
Port Orange, FL 32127
Attn: Andrea Davis

The parties hereby agree to notify each other in writing of any change of address.

Section 25. Captions. The captions and headings of sections or paragraphs used in this Incentive Agreement are for convenient reference only and shall not limit, define or otherwise affect the substance or construction of provisions of this Agreement.

Section 26. Third Parties. The interests of the Owner in this Agreement are personal to the Owner, and although the Owner's interests may be expressly assigned in accordance with the provisions of Section 21, they do not run with the land. The Agreement has been entered into for the benefit of the parties and there are no third party beneficiaries.

Unless expressly granted in a written instrument executed by the Owner, third parties acquiring any indicia of ownership in the Property shall not, by virtue of such acquisition or otherwise, acquire or receive any right, title or interest whatsoever in any of the monetary payments or benefits to arise or be made by the Agency under this Incentive Agreement including, but not limited to, the Tax Increment Rebate. In connection with its sale of the Property within the Project, the Owner shall hereafter provide notice of the foregoing limitation to successor owners at such time that such purchasers give a deposit for a contract for sale and purchase.

Section 27. No Delegation of Police Power. The Owner's shall not pledge the credit of the City nor make the City a guarantor of payment of surety for any contract, debt, or, judgment, lien, or any form of indebtedness. The parties agree that this Agreement does not nor shall it be construed as a delegation of any of the City's authority or police powers to the Owner.

Section 28. Compliance Monitoring. The Owner agrees that City control and monitoring of the economic incentives granted hereunder is necessary to insure that the Owners' implementation of the municipal purposes declared by the Agency herein.

Section 29. Third Party Challenges. In the event of any Legal Challenge by a third party to the validity or enforceability of any provision of this Agreement or any constituent element of the Development Plan, the Parties will cooperate in the defense of such challenge and

will bear their own costs and attorneys' fees. Unless otherwise provided herein, during the pendency of any such Legal Challenge, the Parties will abide by and carry out all of the terms of this Agreement, unless otherwise ordered by a court of competent jurisdiction. If any Legal Challenge successfully voids, enjoins, or otherwise invalidates any constituent element of the Development Plan, or any portion thereof, or this Agreement, the Parties will cooperate to cure the legal defect and to process to completion such instruments as may be necessary or desirable to most fully implement the intent and purpose of this Agreement.

Section 30. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any representations or statements heretofore made with respect to such subject matter, whether verbal or written, are merged herein, provided, however, that this Agreement shall not affect the validity of the Development Agreement executed simultaneously herewith or any other written agreement between the parties relating to road impact fees assessed in connection with development of the Property.

Section 31. Counterparts; Copies. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which shall together constitute one and the same instrument. Additionally, signed telecopies/facsimiles shall have the same force and effect as a signed original, and, in lieu of an original, any party hereto may use a photocopy of this Agreement in any action or proceeding brought to enforce or interpret any of the provisions contained herein.

Section 32. Conflicting Terms. In the event that this Incentive Agreement conflicts with Resolution No. 17-14, the Incentive Agreement shall control.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Agency has duly approved this Agreement and have authorized its execution and delivery by the respective signing officers all as of the date first above written.

**COMMUNITY REDEVELOPMENT AGENCY
for PORT ORANGE TOWN CENTER**

Attest:

_____, Chairman

Robin L. Fenwick, MMC, City Clerk

(SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this ____ day of _____, 2020, by _____, as the Chairman of the Community Redevelopment Agency for Port Orange Town Center, on behalf of the Agency. Said person [] is personally known to me or [] has produced _____ as identification.

[Notary Stamp]

Signature of Notary Public
Printed Name: _____
Serial No. (if any): _____
Commission Expires: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this ____ day of _____, 2020, by Robin L. Fenwick, MMC, as City Clerk of the Community Redevelopment Agency for Port Orange Town Center, on behalf of the Agency. Said person [] is personally known to me or [] has produced _____ as identification.

[Notary Stamp]

Signature of Notary Public
Printed Name: _____
Serial No. (if any): _____
Commission Expires: _____

IN WITNESS WHEREOF, the City has duly approved this Agreement and have authorized its execution and delivery by the respective signing officers all as of the date first above written.

CITY OF PORT ORANGE, FLORIDA

Attest:

By: _____
Donald O. Burnette, Mayor

Robin L. Fenwick, CMC, City Clerk

(SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this ____ day of _____, 2020, by Donald O. Burnette, as the Mayor of the City of Port Orange, Florida, on behalf of the City. Said person [] is personally known to me or [] has produced _____ as identification.

[Notary Stamp]

Signature of Notary Public
Printed Name: _____
Serial No. (if any): _____
Commission Expires: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this ____ day of _____, 2020, by Robin L. Fenwick, MMC, as City Clerk of the City of Port Orange, Florida, on behalf of the City. Said person [] is personally known to me or [] has produced _____ as identification.

[Notary Stamp]

Signature of Notary Public
Printed Name: _____
Serial No. (if any): _____
Commission Expires: _____

IN WITNESS WHEREOF, the Owner has duly approved this Agreement and have authorized its execution and delivery by the respective signing officers all as of the date first above written.

**Dunlawton Village, LLC, a Florida
Limited Liability Company**

Printed Name:_____

By:_____Andrea Davis, Managing Member

(SEAL)

Printed Name:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this _____ day of _____, 2020, by Andrea Davis, as Managing Member of Dunlawton Village, LLC a Florida Limited Liability Company on behalf of said corporation, who is personally known to me or has produced _____ as identification.

[Notary Stamp]

Signature of Notary Public
Printed Name: _____
Serial No. (if any): _____
Commission Expires: _____

Exhibit “A”

Definitions

For purposes of the foregoing Agreement, the following terms and references will have the following meanings:

1. **“Affiliate”** means any person (a) that directly or indirectly controls, is controlled by or is under common control with the Owner, (b) who is an officer, manager, employee, or agent of, partner in, or trustee of , or serves in a similar capacity with respect to, the Owner, (c) of which the Owner is an officer, manager, employee, agent, partner, or trustee or serves in a similar capacity, or (d) who is a member of the Owner’s family.
2. **“Agency”** has the meaning set forth in the initial paragraph of this Agreement.
3. **“Agreement”** means this Incentive Agreement and any Exhibits attached hereto, all of which are incorporated herein by this reference, as amended from time to time in accordance with its terms.
4. **“Base Year”** shall have the meaning ascribed to such term in Section 8.B.
5. **“Building Permit”** means any site development approved by the city, and any building permit, occupancy permit, signage permit, fence permit, electrical permit, grading permit, or similar permit required by City Code and/or City’s development or building code, electrical code, plumbing code, fire code, or similar code, as in effect from time to time.
6. **“Building Codes”** means City’s adopted building code, electrical code, plumbing code, fire code, and other similar codes, as in effect from time to time.
7. **“City”** has the meaning set forth in the preambles of this Agreement.
8. **“City Code”** means the Municipal Code of City of Port Orange, Florida (including the Land Development Code and the Building Code and any similar separately codified regulations), as in effect from time to time (or, where the Agreement expressly states, at a particular time stated).
9. **“City Council”** means City Council of the City.
10. **“Default”** has the meaning set forth in Section 12 of this Agreement.
11. **“Development Agreement”** means approved development plans stamped “Approved for Construction” by the City.
12. **“Development Application”** means the substantially complete application submitted to City by the Owner for any development, subdivision, zoning, site plan or similar land use approval relating to development of any property within the Property, including, without limitation, an application for any zoning or re-zoning, site plan, subdivision plat, Building

Permit, construction permit or other form of development permit, or any amendment to or modification of any of the foregoing.

13. “Development Costs” means the hard and soft costs actually incurred by Owner in connection with the design and construction of the Project through Completion, excluding land costs and costs paid to any Affiliates and as further certified by Owner in the Development Costs Certificate.

14. “Development Costs Certificate” means the certificate from Owner of the Development Costs in substantially the form of Exhibit “E”, which certificate shall have appropriate backup, reasonably acceptable to the City Manager, to substantiate the Development Costs, certified as being true and correct by Owner.

15. “Development Order” means an *order* granting, with or without conditions, approval of an application for development, including any subdivision, site plan, rezoning, special exception, and variance, [Chapter 2, Section2, LDC.]

16. “Development Plan” means “**Project**” or approved development plans stamped, “Approved for Construction” by the City.

11. “Effective Date” means the date on which this Agreement is executed by both Parties and as set forth in Section 3.

12. “Exhibits” means the following Exhibits to this Agreement, all of which are incorporated by reference into and made a part of this Agreement:

Exhibit A — Definitions

Exhibit B —Legal Description of the Property

Exhibit C —Resolution No. 2017-14

Exhibit D — Approved Site Plan

Exhibit E —Developer’s Cost Certificate

13. “Funding Disbursement” has the meaning set forth in Section 8.D.

14. “Legal Challenge” means either of the following: (1) any third party commences any legal proceeding that directly or indirectly challenges this Incentive Agreement, the Project, and/or any of the Agency’s or City’s resolutions or ordinances approving or ratifying this Agreement or the Project, or (2) any third party submits a petition for a referendum seeking to reverse or nullify any such ordinances.

15. “Owner” has the meaning set forth in the initial paragraph of this Agreement.

16. “Party(ies)” means, individually or collectively as applicable, the Owner, the Agency and the City.

15. **“Project”** means approved development plans stamped “Approved for Construction” by the City.

18. **“Property”** means the real property that is legally described in Exhibit B.

19. **“Public Improvements”** means, as more fully discussed in Section 9 of the Agreement, any and all on-site and/or off-site improvements or property, including but not limited to roadways, water lines, sewer lines, storm water facilities, open space, landscaping, traffic control devices, sidewalks, transportation improvements, signage, parking areas or structures and similar or other infrastructure and related or other improvements or property, to be designed, constructed, improved and/or acquired, which will be dedicated for public use or which will be generally accessible to the public, or which otherwise serves a public purpose, in accordance with the Project and the Agreement.

20. **“Redevelopment Area”** means the areas as more particularly described in the Redevelopment Plan, as amended, referenced herein.

21. **“Revenue Sharing Cap Amount”** means an amount which shall not exceed the cost of the Public Improvements consistent herewith and subject to the increased tax revenue received by the City and generated by the Project.

“Revenue Sharing Period” means the period commencing the year subsequent to the issuance of the Certificate of Occupancy and that which the tax valuation will initiate a Tax Increment Revenue increase as a result of completion of the Project and the period terminating on the earlier of: (i) the date on which the Owner has received Funding Disbursements cumulatively equaling the Revenue Sharing Cap Amount; (ii) December 31, 2036, (iii) the expiration of the Agency or (iv) the Developer’s failure to timely commence and timely complete the Development Plan.

22. **“Tax Increment Rebate”** has the meaning ascribed to such term in Section 8.A.

23. **“Tax Increment Revenue”** shall mean the tax increment funds, if any, actually received by the Agency from the County and City generated from the Project for the applicable year after deducting all administrative charges imposed by the County and the City.

24. **“Term”** has the meaning set forth in Section 4.

Exhibit B

LEGAL DESCRIPTION:

THE EAST 60 FEET OF THE WEST 150 FEET ON DUNLAWTON AVENUE OF LOT 3 EAST OF RR, BLOCK M, WILSONS PORT ORANGE EXC ST. PER OR 2477, PAGE 1441, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

TOGETHER WITH

THE EAST 40 FEET OF THE WEST 90 FEET OF LOT 3 AND THE WEST 50 FEET OF THE SOUTH 115 FEET OF LOT EAST OF RR, BLOCK M, WILSON PORT ORANGE, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

TOGETHER WITH

THE WESTERLY 93 FEET OF THE EASTERLY 343 FEET OF LOT 2, AND THAT PORTION OF A 50 FOOT STRIP IN LOT 3, LYING EASTERLY OF AND ADJACENT TO THE EASTERLY LINE OF THE FLORIDA EAST COAST RAILROAD RIGHT-OF-WAY AND THE NORTHERLY OF A LINE LOCATED 120 FEET SOUTHERLY FROM AND PARALLEL WITH THE NORTHERLY LINE OF LOT 2, ALL IN BLOCK M, WILSON'S SUBDIVISION OF PORT ORANGE, FLORIDA AS PER MAP IN MAP BOOK 1, PAGE 154, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

TOGETHER WITH

THE WESTERLY 50 FEET OF THE EASTERLY 250 FEET OF LOT 2, BLOCK "M", WILSON'S PORT ORANGE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 1, PAGE 154, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING THEREFROM THE NORTHERLY 5 FEET.

CONTAINING 0.74 ACRES MORE OR LESS.

EXHIBIT B - LEGAL DESCRIPTION

PROJECT: 842 DUNLAWTON VILLAGE, LLC

SCALE: NONE

FILE: 842-CRA SITE PLAN

DATE: 6/18/19; 11/20/19

THE PERFORMANCE GROUP

CIVIL ENGINEERING / PLANNING / DEVELOPMENT



JOSEPH H. HOPKINS, P.E. NO. 48059
100 MARINA POINT DR., DAYTONA BEACH, FL. 32114
TELEPHONE: (386) 239-7166 FAX: (386) 239-7120

Exhibit “C”

Resolution No. 17-14

Exhibit C

RESOLUTION NO. 17-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ESTABLISHING AN ECONOMIC INCENTIVE PROGRAM FOR A PORTION OF THE COMMUNITY REDEVELOPMENT AREA FOR PORT ORANGE TOWN CENTER; ESTABLISHING A PROGRAM AGREEMENT; ESTABLISHING PROGRAM REQUIREMENTS FOR AREA, AGREEMENT, TERM PERCENTAGE, MINIMUM CAPITAL INVESTMENT, PROGRAM ADMINISTRATION, APPLICATION DELEGATING AND AUTHORIZING THE CITY MANAGER TO REVIEW AND APPROVE ALL REVISIONS AND EXECUTION OF THE PROGRAM DOCUMENTS; PROVIDING FOR CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Community Redevelopment Area for Port Orange Town Center, "Town Center CRA", was established in 1998, and

WHEREAS, the City of Port Orange has previously executed an Economic Incentive Agreement for a portion of the Riverwalk District within the Town Center CRA; and

WHEREAS, the City of Port Orange and Town Center CRA adopted Ordinance No. 2014-22 on November 11, 2014, which authorized incentives in the form of reimbursement to developers from increment revenues attributable to a project for costs of improvements, facilities, or services which provide public benefits by written agreement; and

WHEREAS, the City of Port Orange has invested in the Riverwalk District of the Town Center CRA and continued its obligation for repayment of bonded indebtedness together with the property owners who propose to develop within the Riverwalk District; and

WHEREAS, the City Manager recommends the establishment of an economic incentive program for the portion the Town Center CRA area that is not located within the Riverwalk District; and

WHEREAS, the Town Center CRA Agency finds that the other districts in the Town Center CRA require additional economic incentives; and

WHEREAS, the Town Center CRA Agency finds that the proposed economic incentive program is consistent with the Town Center Plan, as amended; and

WHEREAS, at the time of adoption of this Resolution No. 17-14, seven (7) jurisdictions contribute to the funding of tax increment revenues, including Volusia County, Volusia Forever, Volusia Echo, Volusia Mosquito Control, Ponce Inlet Port Authority, City of Port Orange, and Halifax Hospital Authority; and

WHEREAS, the Town Center CRA Agency has recommended and approved the establishment of the proposed economic incentive program and the sharing of tax revenues generated by development activity encouraged by the proposed program for the area within the Dunlawton Village District, the Down Under District, the Causeway District and the Ridgewood Avenue District, the "Program Districts"; and

WHEREAS, the City Council of the City of Port Orange finds that it is in the best interests of the citizens of the City of Port Orange to establish an economic incentive program for certain districts of the Town Center CRA, as more set forth hereinafter.

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

SECTION 1: The City Council of the City of Port Orange hereby establishes the Town Center District Economic Incentive Program, the "Program", for the Community Redevelopment Area for Port Orange Town Center as defined herein. The Program shall provide an economic incentive opportunity by sharing a portion of the increased tax revenues that are generated by the development of eligible real property and shall include all requirements as set forth in this Resolution No. 17-14. The City and the approved applicant shall execute a recordable economic incentive agreement, "the Program Agreement" consistent herewith. The Program Agreement shall provide for the economic development of residential or commercial facilities, including construction and expansion of permitted real property uses within the eligible area.

SECTION 2: The Program shall operate from the effective date of this Resolution No. 17-14 to the earlier of March 27, 2029 or the next business day thereafter, unless otherwise terminated by a resolution repealing or amending or termination of the CRA.

SECTION 3: The City Council of the City of Port Orange, hereby establishes the following:

PROGRAM REQUIREMENTS:

AREA LIMITS: The eligible area for the Program shall be defined to include the real property as graphically described in **Exhibit "A"**, attached hereto and shall include the

following Districts of the Town Center CRA as follows:

**Dunlawton Village District
Down Under District
Causeway District
Ridgewood Avenue District**

REVENUE SHARING PROGRAM AGREEMENT ("Program Agreement"): The City and the Town Center CRA, subject to the limitations prescribed in the Program Requirements, shall commence sharing the increased tax revenue generated by development and received by the City upon the applicant's compliance with the Program Requirements and upon execution of the Program Agreement, **Exhibit "B"**, attached hereto in substantially the same Program form and content, except for the particular applicant specific data. The City shall not distribute a share of increased tax revenue until completion of the development construction and the issuance of a certificate of occupancy for the required improvements, the "Commencement of Revenue Sharing". In the event that the development activity of the applicant fails to generate an increase in tax revenue in one or more of the term years for the applicant's property, then the City and Town Center CRA shall not have any obligation to the applicant and shall not distribute any revenue to the applicant for each year without a tax revenue increase.

REVENUE SHARING PERIOD: The period commencing the year subsequent to the issuance of the Certificate of Occupancy and that which the tax valuation will initiate a Tax Increment Revenue increase as a result of the Project and the period terminating on the earlier of: (i) the date on which the Owner has received Funding Disbursements cumulatively equaling the Revenue Sharing Cap Amount; (ii) December 31, 2036, (iii) the expiration of the Agency or (iv) the Developer's failure to timely commence and timely complete the Development Plan.

REVENUE SHARING TIME AND PERCENTAGE LIMITS: The Program shall permit each approved agreement applicant who has complied with all terms of this Resolution No. 17-14 to share for the duration of the Program Agreement in the following percentages of increased tax revenue as received by the city based on the date of execution of the Program Agreement as set forth below.

March 28, 2017 to March 27, 2020	50%
March 28, 2020 to March 27, 2022	40%
March 28, 2022 to March 27, 2024	30%
March 28, 2024 to March 27, 2029	10%

CAPTIAL INVESTMENT AND LIMITS: The applicant shall demonstrate by a professional engineer's sealed estimate of construction value for all site and building improvements as shown on a site plan or building plan approved consistent with city ordinance requirements. The proposed development combined site and building construction value shall exceed one million dollars (\$1,000,000.00).

MAXIMUM PARTICIPATION LIMITS: The maximum share of increased tax increment revenue and the maximum number of years for reimbursement shall be established in the Program Agreement.

ADMINISTRATION: The Program shall be administered by the Finance Department in accordance with its forms and procedures.

APPLICATION: Each Program participant shall complete and execute a program application and shall evidence by deed or contract right to the fee simple ownership of the real property that is the subject of the application. The form of the application shall be established and recommended for approval by the Community Development Department. The City Attorney or a designee, in writing shall review each application and shall recommend action consistent with the intent of the Program Requirements.

SECTION 4: Each Program Agreement shall be subject to approval by the Town Center CRA and the City Council.

SECTION 5. All resolutions or parts of resolutions in conflict with the provisions of this resolution are hereby repealed to the extent of such conflict.

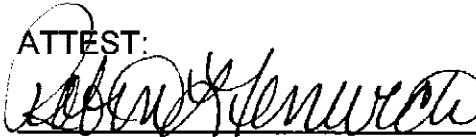
SECTION 6. If any provision of this resolution or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this resolution which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are declared severable.

SECTION 7. This resolution shall become effective immediately upon adoption.



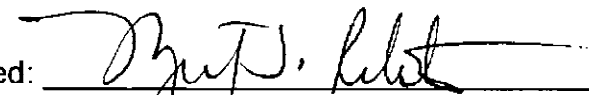
MAYOR DONALD O. BURNETTE

ATTEST:



Robin L. Fenwick, CMC, City Clerk

Adopted on the 28 day of March, 2017.

Reviewed and Approved: 

Margaret T. Roberts, City Attorney

Exhibit “A”

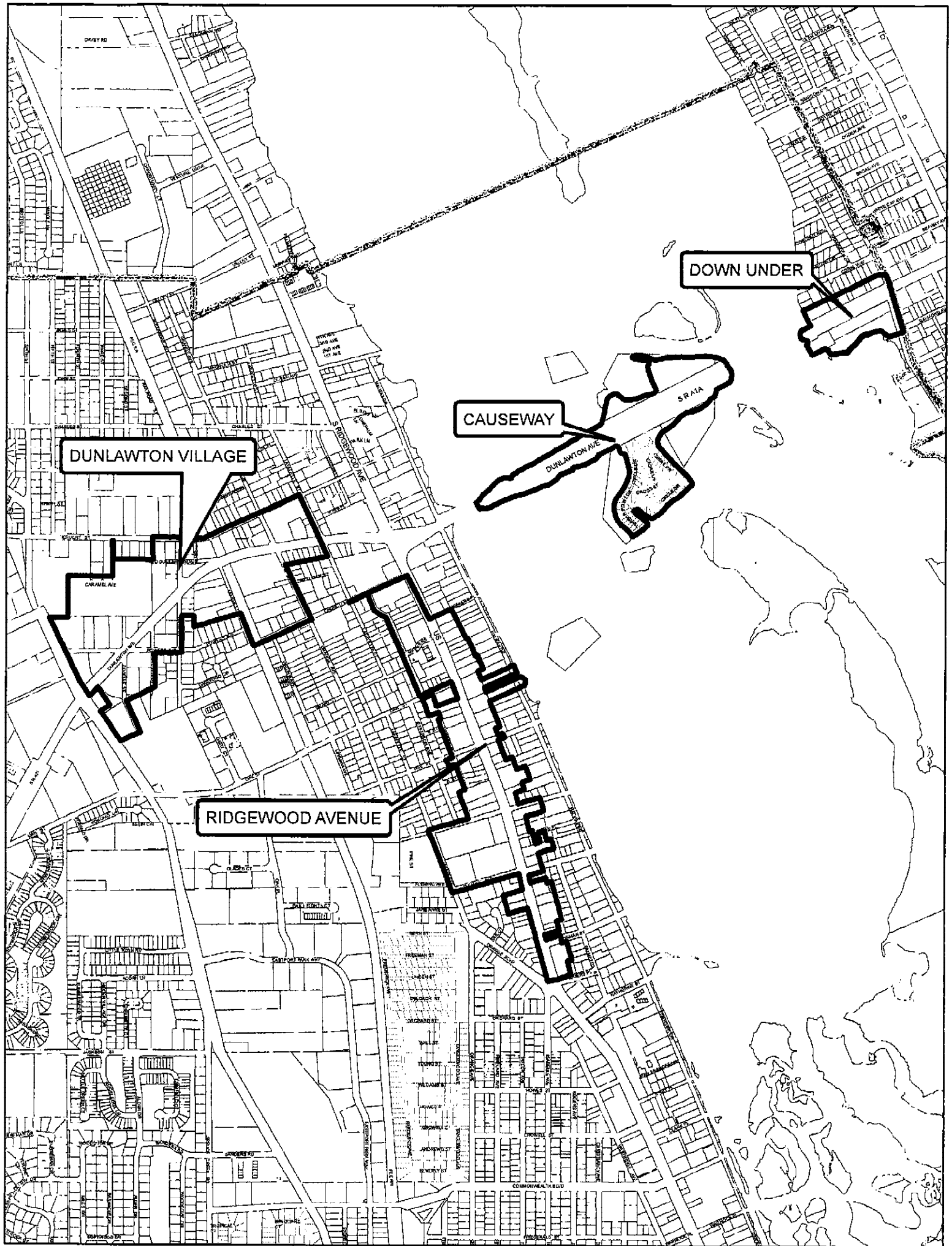


Exhibit "B"
Attached to Resolution No. 17-14

**ECONOMIC DEVELOPMENT INCENTIVE PROGRAM AGREEMENT
BY RESOLUTION NO. 17-14**

BY AND BETWEEN

**PORT ORANGE TOWN CENTER
COMMUNITY REDEVELOPMENT AGENCY
and**

**CITY OF PORT ORANGE, FLORIDA,
and**

Dated as of _____, 2017

**ECONOMIC DEVELOPMENT INCENTIVE PROGRAM AGREEMENT
BY RESOLUTION NO. 17-14**

This Economic Development Incentive Program Agreement by Resolution No. 17-14 (the "Incentive Agreement"), dated as of _____, 2017, is entered into by and between the **Community Redevelopment Agency for Port Orange Town Center**, a special purpose unit of local government organized and existing under Chapter 163, Part III, the laws of the State of Florida (the "Agency") and the **City of Port Orange, Florida**, a municipal corporation (the "City") and _____ (the "Owner").

WITNESSETH:

WHEREAS, for purposes of this Incentive Agreement, the Definitions have been set forth in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, the Agency was formed for the purpose of removing slum and blight in the Port Orange Town Center Redevelopment Area (the "Redevelopment Area") and to promote redevelopment and employment within the Redevelopment Area; and

WHEREAS, the Owner is the owner of certain land located within the jurisdiction of the Agency more specifically described in Exhibit "B" attached hereto and incorporated herein by this reference (hereinafter the "Property"); and

WHEREAS, the City has established an Economic Incentive Program in Resolution No. 17-14, attached hereto as Exhibit "C" and made a part hereof by reference, consistent with the Redevelopment Plan, as amended; and

WHEREAS, the Owner has entered into a Master Development Agreement with the City dated _____, recorded Official Records Book _____, Page _____, Public Records, Volusia County, Florida; and *[THIS RECITAL MAY NOT APPLY TO ALL PROJECTS]*

WHEREAS, the Owner has requested certain economic development incentives related to the development of the Property; and

WHEREAS, the Agency is authorized pursuant to Chapter 163, Part III, Florida Statutes (the "Act") and the Port Orange Town Center Redevelopment Plan, dated December 1, 1998, as amended by an Amendment to Redevelopment Plan, pursuant to Ordinance No. 2007-10 dated March 20, 2007; as further amended by an Amendment to Redevelopment Plan, pursuant to Ordinance No. 2014-22 dated November 11, 2014; and as further amended by Amendment to Redevelopment Plan, pursuant to Ordinance No. 2016-14, dated September 20, 2016, as amended, from time to time ("Redevelopment Plan"), to utilize economic incentives and to expend tax increment funds in order to promote and encourage development activity within the boundaries of the Port Orange Town Center Redevelopment Area; and

WHEREAS, the Agency, finding it to be in the best interest of the Agency and the health, safety and welfare of the citizens of the City of Port Orange, Florida (the "City"), intends to provide certain economic incentives to the Owner in order to facilitate the development of the

Property with the expectation that the Agency's involvement will encourage and accelerate the timing of the development, thus preserving the property values in the Port Orange Town Center Redevelopment Area, enhancing and expanding economic development and activity within Port Orange Town Center Redevelopment Area in order to provide a stronger, more balanced, and stable economy, enhance and preserve employment opportunities for residents, promote and further the redevelopment of the Port Orange Town Center Redevelopment Area and assist in the funding of certain public improvements as described herein (collectively, the "Public Benefits"); and

WHEREAS, the nature of the proposed development of the Property as more particularly described in Exhibit "D" (the "Project") and its location in the Port Orange Town Center Redevelopment Area will further the goals and objectives of the Redevelopment Plan as set forth in Section 5.2 of the Redevelopment Plan, as may be amended from time to time; and

WHEREAS, the Florida legislature has found that government sponsored public-private partnerships and the promotion and support, including financial assistance, of economic development activities is in the public interest and achieves a public benefit; and

WHEREAS, the Agency, City and the Owner wish to reduce to writing the understanding of the economic incentives provided by the Agency and the Owner's obligations with respect to the development of the Project.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and such other good and valuable consideration the receipt of which is hereby acknowledged, the parties agree as follows:

Section 1. Incorporation of Preamble. The Preamble of this agreement is true and correct and incorporated herein by this reference as if fully set forth below.

Section 2. Capitalized Terms. Capitalized terms in this Agreement have the meanings set forth in Exhibit A or otherwise defined herein.

Section 3. Effectiveness of Agreement. This Agreement will become effective upon complete execution hereof.

Section 4. Term. Unless earlier terminated pursuant to Section 12.C hereof, the term of this Agreement ("Term") will commence on the Effective Date and will continue through and including the expiration of the Revenue Sharing Period. Nothing herein will limit the ability of the Parties to enter into future amendments to this Agreement that have the effect of extending the Term. After expiration of the Term, this Agreement will be deemed terminated and of no further force and effect; provided, however, such termination will not affect any obligation of any Party which arises under this Agreement during the Term but is not fully performed as of the end of the Term.

Section 5. Nature of and Authority for Agreement. This Agreement constitutes an economic and business development incentive agreement between the Parties consistent with the economic development objectives of the Agency and the business development objective of the Owner, and does not constitute the creation of a joint venture, partnership or any other form

of business enterprise between the Parties. This Agreement contemplates reimbursement to the Owner from the Community Redevelopment Agency for Town Center Trust Fund of significant costs to be incurred by the Owner to construct public improvements needed for the Project, including but not limited to water, sewer, roadway improvements and stormwater retention/detention and to otherwise promote Public Benefits. The Agency and the City have determined that payment of the amounts set forth herein furthers a critical public interest of the Agency to attract and retain retail and residential development in the Community Redevelopment Area for Port Orange Town Center.

Section 6. Agreement to Develop Property. The Owner hereby represents and warrants to the Agency and the City that Owner will expend not less than _____ Dollars (\$_____) in Development Costs in connection with the development of the Property as shown on the plans stamped "Approved for Construction." Within sixty (60) days of the Substantial Completion of the Project, the Owner shall submit to the Agency and the City, the Development Costs Certificate (certified as being true and correct by the Owner). Owner shall not be entitled to any Development Increment TIF pursuant to this Section until Owner provides the Development Costs Certificate.

The Owner agrees the improvements constituting the development of the Property having an estimated assessed value of not less than \$_____ shall be permitted and construction shall commence not later than 12 months from the date of this Agreement. Construction of the Project and shall be complete and a Certificate of Occupancy obtained not later than 24 months after the date of this Incentive Agreement.

Section 7. Relationship to City Code. The express terms and provisions of each element of the Development Agreement, and any subsequently approved amendment to any element of the Development Agreement, are subject to all provisions of City Code and the City Code will apply to the Property in the same manner as it applies to all other properties located within City.

A. **Zoning.** Zoning and development of the Property will be governed by the terms and conditions of the City Code and Development Agreement, if any. The Parties recognize and agree that the Owner's ability to move forward with the acquisition and development of the Property and the construction of the Project is subject to the Owner's ability to construct buildings upon the Property that are consistent in cost and general appearance with its intended development. If the Owner does not obtain City Council approval to construct buildings upon the Property pursuant to current applications filed with the City and consistent in cost and general appearance with its intended Development Plan, then the Owner shall have the right to terminate this Agreement without any further liability hereunder.

B. **Application of City Code.** All procedures for processing of Development Applications, and all substantive, procedural, engineering, architectural design and development standards and other technical requirements and standards set forth in the City Code will, notwithstanding any provision of this Agreement, govern and control with respect to zoning, subdivision, site development, and other matters affecting development of the Property, the Public Improvements and obligations with respect thereto. Procedures, standards and

requirements associated with Public Improvements and assurance of completion obligations will be governed by the plans stamped "Approved for Construction", subdivision or site improvement agreements and the issuance of a Development Order. The Owner will be obligated to pay to the City all nominal application and permit fees related to its development of the Property, including but not limited to application and permit fees for sign permits, impact fees, Building Permits, construction documents, construction inspections, right-of-way permits, amendments to approved Development Plans, Grading, Erosion, Sediment Control ("GESCC") permits, or other applications or permits required by other service providers or agencies having jurisdiction over the Property except as otherwise described herein.

Section 8. Tax Increment Rebate. As an inducement to Owner to undertake the development of the Property, the Agency agrees to pay the Owner a percentage of the Tax Increment Revenue actually generated from the Property as follows:

A. If the Owner expends not less than _____ Dollars (\$_____) in Development Costs in connection with the development of the Project, the Agency hereby agrees to provide an economic incentive to the Owner in the form of a rebate of _____ percent (____%) of the portion of the Tax Increment Revenue received by the Agency and directly attributable to the Property ("Tax Increment Rebate"), provided, however, that the total amount so shared shall be limited to the lesser of (i) the cost of the Public Improvements and Public Benefits expended by Owner and (ii) the Revenue Sharing Cap Amount (the "Total Tax Increment Rebate").

B. Calculation Base. For purposes of calculating the Tax Increment Revenue for the entire Property, it is agreed that the Base Year shall be defined as the valuation of the taxable assessed value of the Property as shown on the records of the Volusia County Tax Appraiser the earlier of the date of issuance of the (1) site construction development permit or (2) building construction permit. Issuance of a permit shall mean plans stamped "Approved for Construction" and permits issued.

C. Rebate Amount. Once Tax Increment Revenue is generated for the Project, the following shall apply.

i. The Tax Increment Rebate will be calculated in each year during the Revenue Sharing Period and paid on or before July 30th. The Tax Increment Rebate shall be calculated each year as _____ percent (____%) of the Tax Increment Revenue received by the Agency from the Tax Collector for such year attributable to the increase, if any, of the taxable value of the Property over the Base Year.

Each year during the Term of this Agreement the Agency will endeavor to provide the Owner with notice of the amount of the estimated Tax Increment Rebate for such year by November 1. The notice shall be delivered to the Owner on or about November 1st of each year. The actual Tax Increment Rebate will be based on actual tax increment revenue received with respect to the Property and may vary from the estimated amount.

ii. The millage rate applied to determine the contribution to the Community Redevelopment Agency for Town Center Trust Fund is based upon the millage rates

of the taxing authorities which contribute to the Community Redevelopment Agency for Town Center Trust Fund, including the City, and is subject to change as provided by law.

iii. The Owner may designate third parties to receive all or any portion of the Total Tax Increment Rebate provided that the Owner provides written notice of such designation to the Agency signed by all affected parties. Any such payment to a third party shall be subject to all the terms and conditions hereof.

iv. Tax Increment Rebate payments from the Agency shall be payable solely from assets in the Redevelopment Tax Fund and shall not be a general obligation or debt of the Agency or the City.

v. In the event that the Project of the Owner fails to generate an increase in Tax Increment Revenue in one or more of the term years for the Owner's Property, then the City and the Agency shall not have any obligation to the Owner and shall not distribute any Tax Increment Rebate to the Owner for each year without a Tax Increment Revenue.

D. Compliance Conditions. The Agency's obligation to provide the Tax Increment Rebate is contingent upon the Owner's compliance with the following provisions of this Section 8.D.

i. The Project shall be developed in accordance with the plans stamped "Approved for Construction" by the City.

ii. The Project shall be constructed by a Florida licensed general contractor substantially in accordance with the plans for the project as approved by the City in connection with the issuance of the building permits for its construction.

iii. Each phase of development of the Property is commenced and completed in accordance with the descriptions and timeframes set out in Section 6.

E. Funding Disbursements; Reporting and Disbursement. Within thirty (30) days after each June 30 of each year of the Revenue Sharing Period, the Agency will remit to the Owner a lump sum payment (a "Funding Disbursement") in the amount required by Section 8.C. Unless the Owner otherwise directs the Agency in writing, each such Funding Disbursement will be remitted to the Owner at the address set forth in Section 23 .

F. Audits. The Owner will have all rights available at law or in equity to audit or contest, at its sole expense, the Agency's computation of the Tax Increment Rebate and Funding Disbursements. Audits may be requested by the Owner in writing from time to time, but will not occur more than once annually at the time the Agency subjects its records to audits required by state law, and the scope of any such audit may include any prior period so designated by the Owner in such request. Audits will be performed by an independent auditor using generally accepted governmental accounting principles. The costs of any such audit will be paid by the Owner. The foregoing audit rights and the Agency obligations will survive termination of the Revenue Sharing Period and expiration of the Term for the longer of twelve (12) months after the date on which the Agency is required to subject its records to audits required by state law for the last year of the Revenue Sharing Period or the Parties' full performance of their

respective obligations hereunder with respect to any audit request delivered to Agency prior to termination of the Revenue Sharing Period.

Section 9. Use of Funding Disbursement Revenues by the Owner. Funding Disbursements distributed to the Owner will be applied only for a public purpose which will advance (or which has advanced) the redevelopment of the Community Redevelopment Area for Port Orange Town Center and is permitted by the Port Orange Town Center Redevelopment Plan, including, without limitation, Public Improvements and Public Benefits. For purposes of this Agreement, “public purpose” will include, without limitation, the acquisition, design, construction, installation, erection, repair or maintenance of Public Improvements and other activities that promote Public Benefits, which for purposes of this Agreement include but are not limited to:

A. Exterior signage and devices that provide for or permit or enhance public way-finding and direction, building and business identification to the public, traffic control, and parking management within the Property, the Development and/or proximate areas.

B. Parking structures, parking lots, drive aisles, streets, and ways within the Property, the Development and/or proximate areas provided that such locations are routinely accessible to and available for use by the general public. Excepting the public trail and park, such areas shall at all times remain the private property of the Owner and its successors and assigns.

C. Lighting fixtures, power lines, transformers, and other lighting-related improvements to illuminate parking areas, sidewalks, drive aisles, loading areas, and other locations within the Property, the Development and/or proximate areas which are routinely accessible to the general public and which equipment will aid public safety and security.

D. Drainage retention and detention ponds and holding areas, culverts, pipes, inlets, gates, grates, swales, retaining walls, and water quality facilities within the Property, the Development and/or proximate areas which improvements provide for the management of surface water and the controlled retention or release in order to reduce adverse impacts upon and damage to public streets, public intersections, public infrastructure and adjacent private property.

E. Utilities (e.g., water, sewer, gas, electric, communications) and utilities extensions serving the Property, Development and/or proximate areas to the extent that the costs of such utilities improvements are the obligation of the Owner and are not within the responsibility or obligation of the utility service provider; and for purposes of clarification, costs incurred by the Owner for any such utilities improvements prior to the dedication of such utilities improvements to a utility provider (e.g., design and construction costs) or payments or reimbursements made to a utility provider for design and construction costs shall be eligible for Funding Disbursements.

F. Landscaping, including plant materials and landscape-related features (including any artwork) located along the perimeter of the Property, the Development or proximate areas or within the parking areas or other areas within the Property, the Development or proximate areas which are routinely accessible to the general public.

G. Physical improvements and amenities intended to serve the general public while upon the Property, the Development and/or proximate areas, including but not limited to sidewalks, crosswalks, bicycle paths, bicycle racks and storage areas, benches and seating, trash cans, rest areas, overpasses, and street medians to provide pedestrian safe zones for crossing of roadways and drive aisles.

H. Traffic control devices including traffic lights and crosswalk signals within the Property, the Development and/or proximate areas.

I. Improvements to meet local, state, or federal accessibility standards such as the Americans with Disabilities Act and to aid access for handicapped persons to and within the portions and areas of the Property, the Development and/or proximate areas which are intended for public access.

J. Acceleration lanes, deceleration lanes, turn lanes, and lane striping widening or modification intended to benefit the Property, the Development and/or proximate areas.

K. Any Public Improvements identified in the Subdivision or Site Improvement Agreement or on approved development plans stamped "Approved for Construction" by the City for the Property, the Development and/or proximate areas.

L. Any other public-related improvements, whether on-site or off-site, if such improvements are for a public purpose and determined by Agency to provide a public benefit, including but not limited to promoting Public Benefits, and/or advance the health, safety and welfare of the community or public convenience.

M. Any other improvements, property, equipment, materials, services and/or undertakings directly or indirectly related to the promotion of the Public Benefits.

N. Any easement granted by Owner to the City/Agency for a public purpose or for a Public Benefit (other than easements granted pursuant to the Property Exchange Agreement or as required by the Development Plan).

The actual costs and expenses incurred by the Owner directly or indirectly related to any of the foregoing plus _____ percent (____%) per annum from the date the expense was incurred by the Owner shall, without limitation, be reimbursable from Funding Disbursement revenues as a "public purpose" within the meaning of Section 9 of this Agreement; provided, however, notwithstanding anything to the contrary contained in this Agreement, the Agency and the Owner acknowledge and agree that the Property and the Project shall at all times remain the private property of the Owner, subject to a public access deed and use easement rights.

The Owner shall submit to Agency such evidence of payment of such costs as Agency reasonably determines is necessary to verify expenditures for public purposes defined above and to verify that the costs and expenses for which reimbursement is sought were obtained or provided at a reasonable market price consistent with the Public Improvements and Public Benefits provided. The Agency shall have the right to require an audit of the expenditures and

the procurement or bidding process by which contracts and subcontracts were entered into; the Owner shall pay the cost of any such audit.

Section 10. Certification of Use of Funding Disbursement Revenues by the Owner. The Owner may apply revenues from Funding Disbursements toward payment or reimbursement of its costs and expenses in accordance with Section 9 above (whether incurred and/or paid prior or subsequent to commencement of the Revenue Sharing Period) up to the Revenue Cap Amount. Not later than 60 days prior to the due date of Agency's initial Funding Disbursement, the Owner will provide Agency with a certification of the actual amount of costs and expenses incurred in accordance with Section 9 above. The reasonable costs and expenses incurred by the Owner in the preparation of the initial certification and any supplemental certification contemplated by Section 9 will be reimbursable from Funding Disbursement revenues as a "public purpose" within the meaning of Section 9 of this Incentive Agreement.

Section 11. Chapter 20 Economic Development Incentives. Pursuant to the Targeted Businesses Program ("TBP") as established in Chapter 20 of the City of Port Orange Land Development Code, as may be amended from time to time, City shall grant to the Owner a credit of \$_____ that may be applied to fees, excluding impact fees and storm water special assessment fees, as charged by the City for building permits and inspection fees.

Section 12. Defaults and Remedies.

A. **Default by a Party.** A breach or default by the either Party under this Agreement ("Default") will be defined as such Party's failure to fulfill or perform any express material obligation of that Party stated in this Agreement.

B. **Notices of Default.** In the event of a Default by either Party under this Agreement, the non-Defaulting Party will deliver written notice to the Defaulting Party of the Default, at the address specified in Section 24, and the Defaulting Party will have thirty (30) days from and after receipt of the notice to cure the default without liability for the Default. If the Default is not of a type which can be cured within such thirty (30) day period and the Defaulting Party gives written notice to the non-Defaulting Party within such thirty (30) day period that it is actively and diligently pursuing a cure, the Defaulting Party will have a reasonable period of time given the nature of the Default following the end of the thirty (30) day period to cure the Default, provided that the Defaulting Party is at all times within the additional time period actively and diligently pursuing the cure and such additional period shall not exceed 120 days.

C. **Remedies.** If an Owner Default under this Agreement is not cured as described above, City and Agency may enforce the Owner's obligations hereunder by an action for injunction, specific performance, and/or contract damages, or at its election may terminate this Agreement, following which this Agreement will be of no further force and effect and neither Party will have any further obligations to the other hereunder, except that the Owner will remain obligated to pay to City and Agency any amounts due and owing to City and Agency as provided in Section 23. If the Agency or City Default under this Agreement is not cured as described above, the Owner will have the right to enforce Agency's or City's obligations hereunder by an action for injunction, specific performance, and/or contract damages.

Section 13. Representations. In addition to the other representations, warranties and covenants made by the Parties herein, the Parties make the following representations, warranties and covenants to each other, and may be held liable for any loss suffered as a consequence of any misrepresentation or breach under this Section 13 .

A. **Full Authority.** Each Party has the full right, power and authority to enter into, perform and observe this Incentive Agreement.

B. **Other Instruments.** Unless otherwise specified herein, neither the execution of this Agreement, the consummation of the transactions contemplated hereunder, nor the fulfillment of or the compliance with the terms and conditions of this Agreement by each Party will conflict with, violate or result in a breach of any terms, conditions, or provisions of, or constitute a default under, or result in the imposition of any prohibited lien, charge, or encumbrance of any nature under any agreement, instrument, indenture, or any judgment, order, law or decree to which either Party hereto is a party or by which either Party is bound.

C. **Covenants.** Each Party will keep and perform all of the covenants and agreements of such Party contained herein.

Section 14. Costs. The Owner shall pay any expenses incident to the preparation of this Agreement and the performance of its obligations hereunder, including but not limited to: (i) the cost of the preparation, execution, delivery, filing and recording, as the case may be, of this Agreement and all other agreements, instruments, certificates and documents required in connection with the consummation of the transactions contemplated hereby; and (ii) the reasonable fees and disbursements of counsel and any financial advisor for the Agency and the City.

Section 15. Severability. Any provision of this Incentive Agreement held by a court of competent jurisdiction to be invalid, illegal or unenforceable shall be severable and shall not be construed to render the remainder to be invalid, illegal or unenforceable.

Section 16. Effective Date and Term. This Incentive Agreement shall become effective and commence on the date of its approval by the City Council and the Community Redevelopment Agency for Port Orange Town Center and upon execution by the City, Agency and the Owner, subject to the termination, severability and survival provisions set forth herein.

Section 17. Termination. This Agreement shall terminate upon the occurrence of any of the following events:

A. The end of the Term, as provided in Section 4 .

B. Termination of this Agreement by the Owner pursuant to Section 7.A. hereof, or termination of the Agreement by its Agency pursuant to Section 12.C hereof.

Section 18. Relationship. This Incentive Agreement does not evidence the creation of, nor shall it be construed as creating, a partnership or joint venture among the Agency, the City and the Owner. No party can create any obligation or responsibility on behalf of the others or bind the others in any manner. Each party is acting for its own account, and it has made its

own independent decisions to enter into this Incentive Agreement and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. Each party acknowledges that none of the other parties hereto is acting as a fiduciary for or an adviser to it in respect of this Incentive Agreement or any responsibility or obligation contemplated herein. The Owner further represents and acknowledges that no one was paid a fee, commission, gift or other consideration by the Owner as an inducement to entering into this Incentive Agreement.

Section 19. Personal Liability. No provision of this Incentive Agreement is intended, nor shall any be construed, as a covenant of any official (either elected or appointed), director, employee or agent of the Agency and the City in an individual capacity and neither shall any such individuals be subject to personal liability by reason of any covenant or obligation of the Agency hereunder.

Section 20. Applicable Law and Venue. This Incentive Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any action, in equity or law, with respect to this Incentive Agreement must be brought and heard in the Circuit Court of the Seventh Judicial Court in and for Volusia County, Florida.

Section 21. Assignment. It is acknowledged that the Owner, as the fee simple owner of the Property, is free to convey title (fee simple, leasehold or otherwise) to third parties of all or portions of the Property. Such third parties shall acquire no right or interest in this Agreement unless expressly granted in a written instrument executed by the Owner. In connection a conveyance to a third party, the Owner (as to the Owner's interest) shall have the right to assign all or any portion of its interests in this Agreement, and the assignee of any interests in this Agreement shall also have the right to assign such interests to another party, provided that: (i) the Owner's interest hereunder shall only be assignable in whole and not in part, and (ii) the assignee shall assume in writing the responsibilities, obligations and duties associated with the interests being assigned by the assignor and which may arise after the effective date of the assignment.

Upon the assignee's assumption of such responsibilities, obligations and duties, the assignor shall be relieved of same. The assignor of the Owner's interests in this Incentive Agreement shall provide notice to the Agency of such assignment within fifteen (15) days of the effective date of the assignment. The assignment instrument must include the street address, phone number and facsimile number of the assignee. Such contact information shall be used by the parties under the notices provision below.

Section 22. Amendment. This Incentive Agreement may not be amended, unless evidenced in writing and executed by all parties hereto.

Section 23. Attorneys' Fees. In the event of any litigation between the Parties hereto concerning the subject matter hereof, the substantially prevailing Party in such litigation will be entitled to receive from the non-prevailing Party, and will be awarded, in addition to the amount of any judgment or other award entered therein, all reasonable costs and expenses, including attorney fees, incurred by the substantially prevailing Party in such litigation, appeal or post judgment collection proceedings.

Section 24. Notices. Notices shall be deemed to have been duly given if sent by facsimile or hand-delivered or mailed, first class, postage prepaid, or by certified or registered mail (return receipt requested) to the following addresses:

To the Agency: Community Redevelopment Agency for Port Orange Town Center
1000 City Center Circle
Port Orange, Florida 32129
Attn: City Manager
Telephone: 386-506-5501
Facsimile: 386-756-5208

To the City: City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129
Attn: City Manager
Telephone: 386-506-5501
Facsimile: 386-756-5208

To the Owner:

With a copy to:

The parties hereby agree to notify each other in writing of any change of address.

Section 25. Captions. The captions and headings of sections or paragraphs used in this Incentive Agreement are for convenient reference only and shall not limit, define or otherwise affect the substance or construction of provisions of this Agreement.

Section 26. Third Parties. The interests of the Owner in this Agreement are personal to the Owner, and although the Owner's interests may be expressly assigned in accordance with the provisions of Section 21 , they do not run with the land. The Agreement has been entered into for the benefit of the parties and there are no third party beneficiaries.

Unless expressly granted in a written instrument executed by the Owner, third parties acquiring any indicia of ownership in the Property shall not, by virtue of such acquisition or otherwise, acquire or receive any right, title or interest whatsoever in any of the monetary payments or benefits to arise or be made by the Agency under this Incentive Agreement including, but not limited to, the Tax Increment Rebate. In connection with its sale of the Property within the Project, the Owner shall hereafter provide notice of the foregoing limitation

to successor owners at such time that such purchasers give a deposit for a contract for sale and purchase.

Section 27. No Delegation of Police Power. The Owner's shall not pledge the credit of the City nor make the City a guarantor of payment of surety for any contract, debt, or, judgment, lien, or any form of indebtedness. The parties agree that this Agreement does not nor shall it be construed as a delegation of any of the City's authority or police powers to the Owner.

Section 28. Compliance Monitoring. The Owner agrees that City control and monitoring of the economic incentives granted hereunder is necessary to insure that the Owners' implementation of the municipal purposes declared by the Agency herein.

Section 29. Third Party Challenges. In the event of any Legal Challenge by a third party to the validity or enforceability of any provision of this Agreement or any constituent element of the Development Plan, the Parties will cooperate in the defense of such challenge and will bear their own costs and attorneys' fees. Unless otherwise provided herein, during the pendency of any such Legal Challenge, the Parties will abide by and carry out all of the terms of this Agreement, unless otherwise ordered by a court of competent jurisdiction. If any Legal Challenge successfully voids, enjoins, or otherwise invalidates any constituent element of the Development Plan, or any portion thereof, or this Agreement, the Parties will cooperate to cure the legal defect and to process to completion such instruments as may be necessary or desirable to most fully implement the intent and purpose of this Agreement.

Section 30. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any representations or statements heretofore made with respect to such subject matter, whether verbal or written, are merged herein, provided, however, that this Agreement shall not affect the validity of the Development Agreement executed simultaneously herewith or any other written agreement between the parties relating to road impact fees assessed in connection with development of the Property.

Section 31. Counterparts; Copies. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which shall together constitute one and the same instrument. Additionally, signed telecopies/facsimiles shall have the same force and effect as a signed original, and, in lieu of an original, any party hereto may use a photocopy of this Agreement in any action or proceeding brought to enforce or interpret any of the provisions contained herein.

Section 32. Conflicting Terms. In the event that this Incentive Agreement conflicts with Resolution No. 17-14, the Incentive Agreement shall control.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Agency has duly approved this Agreement and have authorized its execution and delivery by the respective signing officers all as of the date first above written.

**COMMUNITY REDEVELOPMENT AGENCY
for PORT ORANGE TOWN CENTER**

Attest:

_____, Chairman

Robin L. Fenwick, CMC, City Clerk

(SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____, as the Chairman of the Community Redevelopment Agency for Port Orange Town Center, on behalf of the Agency. Said person [] is personally known to me or [] has produced _____ as identification.

[Notary Stamp]

Signature of Notary Public
Printed Name: _____
Serial No. (if any): _____
Commission Expires: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Robin L. Fenwick, CMC, as City Clerk of the Community Redevelopment Agency for Port Orange Town Center, on behalf of the Agency. Said person [] is personally known to me or [] has produced _____ as identification.

[Notary Stamp]

Signature of Notary Public
Printed Name: _____
Serial No. (if any): _____
Commission Expires: _____

IN WITNESS WHEREOF, the City has duly approved this Agreement and have authorized its execution and delivery by the respective signing officers all as of the date first above written.

CITY OF PORT ORANGE, FLORIDA

By: _____
Donald O. Burnette, Mayor

Attest:

Robin L. Fenwick, CMC, City Clerk

(SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Donald O. Burnette, as the Mayor of the City of Port Orange, Florida, on behalf of the City. Said person [] is personally known to me or [] has produced _____ as identification.

[Notary Stamp]

Signature of Notary Public
Printed Name: _____
Serial No. (if any): _____
Commission Expires: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Robin L. Fenwick, CMC, as City Clerk of the City of Port Orange, Florida, on behalf of the City. Said person [] is personally known to me or [] has produced _____ as identification.

[Notary Stamp]

Signature of Notary Public
Printed Name: _____
Serial No. (if any): _____
Commission Expires: _____

IN WITNESS WHEREOF, the Owner has duly approved this Agreement and have authorized its execution and delivery by the respective signing officers all as of the date first above written.

Printed Name: _____ By: _____

Printed Name: _____ (SEAL)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, as _____ a _____ on behalf of said corporation, who is personally known to me or has produced _____ as identification.

[Notary Stamp]

Signature of Notary Public
Printed Name: _____
Serial No. (if any): _____
Commission Expires: _____

Exhibit "A"

Definitions

For purposes of the foregoing Agreement, the following terms and references will have the following meanings:

1. **"Affiliate"** means any person (a) that directly or indirectly controls, is controlled by or is under common control with the Owner, (b) who is an officer, manager, employee, or agent of, partner in, or trustee of, or serves in a similar capacity with respect to, the Owner, (c) of which the Owner is an officer, manager, employee, agent, partner, or trustee or serves in a similar capacity, or (d) who is a member of the Owner's family.
2. **"Agency"** has the meaning set forth in the initial paragraph of this Agreement.
3. **"Agreement"** means this Incentive Agreement and any Exhibits attached hereto, all of which are incorporated herein by this reference, as amended from time to time in accordance with its terms.
4. **"Base Year"** shall have the meaning ascribed to such term in Section 8.B.
5. **"Building Permit"** means any site development approved by the city, and any building permit, occupancy permit, signage permit, fence permit, electrical permit, grading permit, or similar permit required by City Code and/or City's development or building code, electrical code, plumbing code, fire code, or similar code, as in effect from time to time.
6. **"Building Codes"** means City's adopted building code, electrical code, plumbing code, fire code, and other similar codes, as in effect from time to time.
7. **"City"** has the meaning set forth in the preambles of this Agreement.
8. **"City Code"** means the Municipal Code of City of Port Orange, Florida (including the Land Development Code and the Building Code and any similar separately codified regulations), as in effect from time to time (or, where the Agreement expressly states, at a particular time stated).
9. **"City Council"** means City Council of the City.
10. **"Default"** has the meaning set forth in Section 12 of this Agreement.
11. **"Development Agreement"** means **"Project"** and approved development plans stamped "Approved for Construction" by the City.
12. **"Development Application"** means the substantially complete application submitted to City by the Owner for any development, subdivision, zoning, site plan or similar land use approval relating to development of any property within the Property, including, without limitation, an application for any zoning or re-zoning, site plan, subdivision plat, Building

Permit, construction permit or other form of development permit, or any amendment to or modification of any of the foregoing.

13. **“Development Costs”** means the hard and soft costs actually incurred by Owner in connection with the design and construction of the Project through Completion, excluding land costs and costs paid to any Affiliates and as further certified by Owner in the Development Costs Certificate.

14. **“Development Costs Certificate”** means the certificate from Owner of the Development Costs in substantially the form of Exhibit “E”, which certificate shall have appropriate backup, reasonably acceptable to the City Manager, to substantiate the Development Costs, certified as being true and correct by Owner.

15. **“Development Order”** means an *order* granting, with or without conditions, approval of an application for development, including any subdivision, site plan, rezoning, special exception, and variance, [Chapter 2, Section2, LDC.]

16. **“Development Plan”** means **“Project”** and approved development plans stamped, “Approved for Construction” by the City.

11. **“Effective Date”** means the date on which this Agreement is executed by both Parties and as set forth in Section 3.

12. **“Exhibits”** means the following Exhibits to this Agreement, all of which are incorporated by reference into and made a part of this Agreement:

Exhibit A — Definitions

Exhibit B —Legal Description of the Property

Exhibit C —Resolution No. 2017-14

Exhibit D — Approved Site Plan or equivalent

Exhibit E —Developer’s Cost Certificate

13. **“Funding Disbursement”** has the meaning set forth in Section 8.D.

14. **“Legal Challenge”** means either of the following: (1) any third party commences any legal proceeding that directly or indirectly challenges this Incentive Agreement, the Project, and/or any of the Agency’s or City’s resolutions or ordinances approving or ratifying this Agreement or the Project, or (2) any third party submits a petition for a referendum seeking to reverse or nullify any such ordinances.

15. **“Owner”** has the meaning set forth in the initial paragraph of this Agreement.

16. **“Party(ies)”** means, individually or collectively as applicable, the Owner, the Agency and the City.

15. **“Project”** means **“Development Plan”** and approved development plans stamped “Approved for Construction” by the City.

18. **“Property”** means the real property that is legally described in Exhibit B.

19. **“Public Improvements”** means, as more fully discussed in Section 9 of the Agreement, any and all on-site and/or off-site improvements or property, including but not limited to roadways, water lines, sewer lines, storm water facilities, open space, landscaping, traffic control devices, sidewalks, transportation improvements, signage, parking areas or structures and similar or other infrastructure and related or other improvements or property, to be designed, constructed, improved and/or acquired, which will be dedicated for public use or which will be generally accessible to the public, or which otherwise serves a public purpose, in accordance with the Project and the Agreement.

20. **“Redevelopment Area”** means the areas as more particularly described in the Redevelopment Plan, as amended, referenced herein.

21. **“Revenue Sharing Cap Amount”** means an amount which shall not exceed the cost of the Public Improvements consistent herewith and subject to the increased tax revenue received by the City and generated by the Project.

“Revenue Sharing Period” means the period commencing the year subsequent to the issuance of the Certificate of Occupancy and that which the tax valuation will initiate a Tax Increment Revenue increase as a result of the Project and the period terminating on the earlier of: (i) the date on which the Owner has received Funding Disbursements cumulatively equaling the Revenue Sharing Cap Amount; (ii) December 31, 2036, (iii) the expiration of the Agency or (iv) the Developer’s failure to timely commence and timely complete the Development Plan.

22. **“Tax Increment Rebate”** has the meaning ascribed to such term in Section 8.A.

23. **“Tax Increment Revenue”** shall mean the tax increment funds, if any, actually received by the Agency from the County and City generated from the Project for the applicable year after deducting all administrative charges imposed by the County and the City.

24. **“Term”** has the meaning set forth in Section 4.

Exhibit "B"

Legal Description of the Property

Exhibit "C"

Resolution No. 17-14

Exhibit "D"

Approved Site Plan or Equivalent

Exhibit "E"

Development Costs Certificate

DEVELOPMENT COSTS CERTIFICATE

The undersigned hereby certifies to the City of Port Orange and the Community Redevelopment Agency for Port Orange Town Center, a public agency and body corporate created pursuant to 163.356, Florida Statutes ("Agency"), that _____, a _____ has actually paid \$ _____ in hard and soft costs to third parties unaffiliated with Owner in connection with the development of the Project, as defined in the Economic Development Incentive Program Agreement dated _____, and pursuant to Resolution No. 17-14, by and between the Agency, the City of Port Orange, and _____, as reflected in the Certified Engineers Cost Estimate, attached hereto as **Exhibit "1"** and the approved site or subdivision plan, conceptual development plan as contained in a Master Development Agreement, or building plans approved by the City. All statements made and incorporated herein are true and correct in all material respects.

_____, a

By: _____

Exhibit “D”

Approved Site Plan & Architectural Elevations

INDEX OF SHEETS

6. ALL EXISTING SURFACE IMPROVEMENTS AND UNDERGROUND STORM DRAINAGE FOUNDATIONS SHALL BE REMOVED WITHIN THE PROJECT BOUNDARY LIMITS.

Digitally signed by
Joseph H Hopkins
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o=IdenTrust ACES
Unaffiliated
Individual, cn=Joseph
H Hopkins,
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Date: 2018.07.10
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P.E. LIC. 48059
BUS. CERT. LIC. 7175

Dunlawton Village Architecture





Exhibit “E”

Development Costs Certificate

DEVELOPMENT COSTS CERTIFICATE

The undersigned hereby certifies to the Port Orange Town Center Community Redevelopment District, a public agency and body corporate created pursuant to 163.356, Florida Statutes (“Agency”), that Dunlawton Village, LLC, a Florida limited liability company has actually paid \$1,637,924.00 in hard and soft costs to third parties unaffiliated with Owner in connection with the development of the Project, as defined in the Economic Development Incentive Program Agreement dated _____, by and between the Agency, the City of Port Orange, and Dunlawton Village, LLC, as reflected in the Certified Engineers Cost Estimate, attached hereto as **Exhibit “1”** and the approved site or subdivision plan, conceptual development plan as contained in a Master Development Agreement, or building plans approved by the City. All statements made and incorporated herein are true and correct in all material respects.

Dunlawton Village, LLC, a Florida Limited Liability Company

By: _____
Andrea Davis, Managing Member

THE PERFORMANCE GROUP



January 27, 2020

Mr. Michael J. Johansson
City Manager
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

Ref: Economic Incentive Program (Resolution No. 17-14)
Dunlawton Village, LLC

Dear Mr. Johansson:

Dunlawton Village LLC is currently in the process of investing a total of \$1,637,924 in the City of Port Orange Town Center Community Redevelopment Area. The first phase included the development of a 4109 sq. ft. multi-tenant office building and related site improvement. The first phase of redevelopment was completed on April 24, 2019. We are now entering the second phase of redevelopment which will include a 2763 sq. ft. office building to serve as the corporate office for Gaff's Realty with an expected completion date of February 2020.

The manager of Dunlawton Village, LLC has had a presence in the Port Orange community for decades and also owns and operates the aforementioned Gaff's Realty. Their investment in the CRA will include the creation of quality office space which has exhibited high demand in the first phase of redevelopment; so much so that all but one of the newly constructed office space has been leased to new and relocating businesses within only a few weeks of completion. The second phase of redevelopment will include more of the same but will serve the expanding needs of Gaff's Realty, its agents, staff and the community.

The current tax value of the property based on the 2019 assessment is \$193,018. With the millage rate of 11.0631 the current tax yield is \$2135.38 for 2019. Based on the overall value of this redevelopment plan, the new taxable amount will be \$1,637,327 and at the current millage rate will result in a tax yield of approximately \$18,113.91, or a \$15,978.53 increase over the current 2019 assessment.

**CIVIL ENGINEERING
PLANNING
DEVELOPMENT**

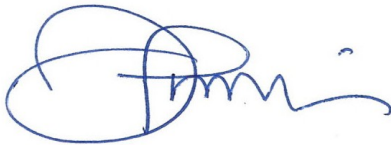
Mr. Michael J. Johansson
January 27, 2020
Page 2 of 2

Dunlawton Village, LLC was inspired to reinvest in the Port Orange Town Center CRA due in part to the Economic Incentive Program adopted by the CRA and the City. With the intent of the Program to incentivize positive development, job creation and revitalization of the Town Center, Dunlawton Village's actions are well within the overall intent and fundamental objectives of the Economic Incentive Program. Dunlawton Village has already brought six (6) new businesses with over 15 employees to the Town Center and is planning to add 50 – 100 new real estate agents in the coming year as a result of the expansion of their corporate headquarters.

Dunlawton Village, LLC's capital expenditure of \$1,007,558 towards public improvements and public benefits which include without limitation, the acquisition, design, construction, installation, erection, repair or maintenance (Resolution 17-14, Section 9). The Economic Incentive Program will allow for a maximum reimbursement of \$500,000 over the remaining 16-years of the program. The reimbursements made by the CRA through the Economic Incentive Program will help offset a portion of the cost associated with the public improvements and public benefits created by Dunlawton Village, LLC and its redevelopment plan.

With this letter I have attached a certified Engineer's Estimate of the cost associated with this redevelopment project. We respectfully request your consideration, as well as the consideration of the Council and CRA to provide the financial incentives granted through the Economic Incentive Program adopted by the City and the Town Center CRA (Resolution 17-14).

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Hopkins", with a large, stylized initial "J" and a long, sweeping underline.

Joseph H. Hopkins, P.E.
President

THE PERFORMANCE GROUP



February 4, 2020

Mr. Michael J. Johansson
City Manager
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

Ref: Chapter 20 - Economic Development Incentive – Land Development Code
Dunlawton Village, LLC
415 Dunlawton Avenue

Dear Mr. Johansson:

I have the pleasure of representing Dunlawton Village LLC who is in the process of investing over \$1,637,924 in the City of Port Orange Town Center Community Redevelopment Area. In conjunction with this effort, Dunlawton Village, LLC is seeking Economic Development Incentives pursuant to the provisions of LDC – Chapter 20.

Dunlawton Village LLC, has completed the development of a new 4109 sf office complex that has brought six (6) new businesses and fifteen (15) new employees to the Town Center CRA. In addition, Dunlawton Village, LLC is in the process of completing the redevelopment of the new 2763 sf Gaff's Realty Office. This new facility will replace the original 1450 sf office and will serve as the headquarters for over 230 existing real estate agents. Gaff's Realty anticipates adding an additional 50-100 agents in the coming year as a result of the expansion of their headquarters. This facility will also serve as a community hub for people seeking information about the City, surrounding community and affordable housing. These improvements will stand as a model and catalyst for redevelopment opportunities for other properties in the Dunlawton corridor and Town Center CRA.

The LDC describes the "Purpose and Intent" of the incentive program and outlines specific objectives which Dunlawton Village, LLC has achieved as part of the overall redevelopment of the subject property. These direct accomplishments are outlined below:

- Promote positive forms of new development and redevelopment
- Reward the creation and retention of value-added jobs

**CIVIL ENGINEERING
PLANNING
DEVELOPMENT**

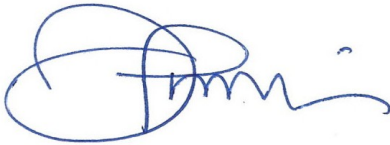
Mr. Michael J. Johansson
February 4, 2020
Page 2 of 2

- Revitalize the Port Orange Town Center
- Increase the nonresidential tax-base
- Foster a diverse employment base within the city.

In redeveloping this property Dunlawton Village, LLC incurred expenses from the City of Port Orange that total \$42,355. Through the provisions of LDC Chapter 20, Dunlawton Village is seeking the City's assistance in the form of a refund of City fees in the amount of \$22,640.65.

Without the benefit of outstanding corporate citizens like Dunlawton Village, LLC and their investment in the Town Center CRA, we would not reap the benefits of this truly outstanding example of redevelopment in the City of Port Orange. I am hopeful that you will agree and support this request for economic development incentive.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Hopkins", with a large, stylized initial "J" and a long, sweeping underline.

Joseph H. Hopkins, P.E.
President



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 3/17/2020

Consent item: No

SUBJECT: (J25) Authorization to submit the proposed project list for the River to Sea TPO 2020 Transportation Improvement Program Priority List

DEPARTMENT: Community Development

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to authorize staff to submit applications for the 2020 Priority Project ranking for transportation improvements to the River to Sea Transportation Planning Organization (R2CTPO) as listed on the Staff Report included in the agenda packet.

SUMMARY: Each year, the River to Sea Transportation Planning Organization (R2CTPO) issues a call to local governments to submit transportation projects, such as turn lanes, sidewalks, trails, street lights, and traffic signals to be eligible for funding. If the projects are selected by the TPO and the City chooses to fund them, the projects will generally require a 10% local government match. The transportation projects submitted are to improve current roadways or sidewalks within the City. Projects previously completed under this program include the Spruce Creek Road/Dunlawton Avenue intersection, Taylor Road/Devon Street signal, Dunlawton Avenue right-turn lane at Village Trail, Herbert Street sidewalk, Hebert Street right-turn lane at Clyde Morris Boulevard, Spruce Creek Trail south of Taylor Road, McDonald Road sidewalk, and Victoria Gardens sidewalk.

The submittal of an application to the TPO is the first step for projects to be selected for the TPO's Transportation Improvement Program (TIP) and receive funding for design and construction. Community Development staff requests City Council approval for the following applications for projects to be placed on the TPO's 2020 Project Priority List. This does not obligate the City to fund these projects, only to include them on the TPO Project Priority List.

Project No.: Funding Account No.:

Presenter: Tim Burman

ATTACHMENTS:

1.	TPO -2020 Call 4 Project Staff Report	TPO -2020 Call 4 Project Staff Report.docx
----	---------------------------------------	--

Melanie Schmotzer
Tim Burman
Jake Johansson
Robin Fenwick

Created/Initiated - 2/27/2020
Approved - 3/5/2020
Approved - 3/6/2020
Final Approval - 3/6/2020



STAFF REPORT

Proposed projects for the River to Sea TPO 2020 Transportation Improvement Program Priority List

REQUEST: To authorize staff to submit applications for the 2020 Priority Project ranking for transportation improvements to the River-to-Sea Transportation Planning Organization (TPO) as follows:

1. Widening of Madeline Avenue between Clyde Morris Boulevard to Nova Road
2. Accessible Pedestrian Signals along the Dunlawton Avenue Corridor and Nova Road Corridor
3. Request Feasibility Study for construction of Sidewalk and Wayfinding Signage in the Down Under Area
4. Southbound Yorktowne Boulevard right-turn lane and pedestrian improvements

STAFF

RECOMMENDATION: **Approval**

STAFF CONTACT: Tim Burman, Community Development Director (386) 506-5675

CITY COUNCIL DATE: March 17, 2020

SUMMARY:

Each year, the River-to-Sea Transportation Planning Organization (R2CTPO) issues a call to local governments to submit transportation projects, such as turn lanes, sidewalks, linear parks, street lights, and traffic signals to be eligible for funding. If the projects are selected by the TPO, and the City chooses to fund them, the projects will generally require a 10% local government match. The transportation projects submitted are to improve current roadways or sidewalks within the City. Projects previously completed under this program include the Spruce Creek Road/Dunlawton Avenue intersection, Taylor Road/Devon Street signal, Dunlawton Avenue right-turn lane at Village Trail, Herbert Street sidewalk, Spruce Creek Trail south of Taylor Road, McDonald Road sidewalk, and Victoria Gardens Boulevard sidewalk. Projects currently under construction under this program include Dunlawton Streetlighting and North Spruce Creek Road sidewalk.

The submittal of an application to the TPO is the first step for projects to be selected for the TPO's Transportation Improvement Program (TIP) and receive funding for design and construction.

Community Development staff requests City Council approval for the following applications for additional projects to be placed on the TPO's 2020 Project Priority List. This does not obligate the City to fund these projects, only to include them on the TPO Project Priority List.

If these projects are selected, and the City chooses to fund them, the projects will require a minimum 10% local government match. With these projects, the City pays for the project up front and is then reimbursed. If these projects are accepted by the TPO, it is anticipated that the 301 Capital Projects Fund or 312 Transportation Impact Fee Fund will be the initial funding sources.

1. **Widening of Madeline Avenue between Clyde Morris Boulevard to Nova Road:** This project consist of the widening the current travel lanes on Madeline Avenue between Clyde Morris Boulevard and Nova Road to improve driver safety and provide an area for vehicles to stop safely, or regain control of a vehicle that has left the roadway. The current travel lanes are narrow, only ten feet wide, and the widening of the travel lanes would make the road easier and safer for travel by motorist and trucks. The existing roadway edge has a hard drop off past the outer lane which makes vehicle recovery difficult as a refuge area does not exist. The widening of the road 1' to 2' will also improve the Level-of-Service (LOS) allowing Madeline Avenue to carry additional vehicles in a more efficient manner. The City currently has a project at TPO to install paved pedestrian/bicycle trail along this segment of Madeline, the road widening would be in addition to the paved pedestrian/bicycle trail along this roadway segment. According to the City's Comprehensive Plan, Madeline Avenue is an arterial roadway that is intended to move traffic from collector and local roads to other arterial roads, freeways, and commercial areas.
2. **Accessible Pedestrian Signals:** This project consists of updating intersections along the Dunlawton Avenue and Nova Road corridor to include accessible pedestrian signals and detectors and ADA compliant sidewalks and crosswalk approaches. Accessible pedestrian signals and detectors provide information in non-visual formats (such as audible tones, speech messages, and/or vibrating surfaces). The primary technique that pedestrians who have visual disabilities use to cross streets at signalized locations is to initiate their crossing when they hear the traffic in front of them stop and the traffic alongside them begin to move, which often corresponds to the onset of the green interval. In 2017, the River to Sea TPO conducted an Accessible Pedestrian Signal (APS) Action Plan study which identified 3 intersections (Nova Road & Village Trail, Village Trail and Dunlawton Avenue, Nova Road and Dunlawton Avenue) in Port Orange that warranted accessible pedestrian signals and detectors. Staff contacted Matt Roberts, a visually impaired citizen who has previously provided input at City Council meetings, for his input to this effort. In addition to the three intersections listed above, Mr. Roberts suggested installation of accessible pedestrian signals and detectors at the intersections at Nova Road and Madeline Avenue, Nova Road and Herbert Street, and Nova Road and Spruce Creek Road. Mr. Roberts also suggested Ridgewood at Commonwealth and Commonwealth at Spruce Creek Road. Along with the installation of Accessible Pedestrian Signal at these intersections, the proposed project would also address deficiencies with ADA compliance at the intersections including nearby bus stops.
3. **Sidewalk and Wayfinding Signage in the Down Under Area:** This project consists of improving the sidewalk network on the east end of the Dunlawton Bridge that generally serves the Down Under area. The Down Under is the commercial area located under the Dunlawton Avenue Bridge, west of South

Peninsula Drive, where the City is in the process of implementing planned improvements to the Down Under area to revitalize and promote the area of the City in the River District. Currently, there are some sidewalk segments in the area, this feasibility study be to evaluate the completion of sidewalk gaps along Peninsula Avenue, intersection improvements for pedestrians, and wayfinding signage to provide instruction for pedestrians, bicyclist, and vehicles entering this area. The intent of the Down Under area is to be a destination and the requested feasibility study will be to evaluate options to make accessing to this area safe and efficient for pedestrians, bicyclist, and vehicles. In addition, creating a safer and more convenient network for pedestrians and bicyclist will encourage the use of alternative modes to access this area without a vehicle, as one of the limiting factors in this area is parking. Funding of improvements in this area is anticipated to be a combination of City funding, funding from community partners and business owners in the Down Under area and grants.

4. **Southbound Yorktowne Boulevard right-turn lane at Dunlawton Avenue:** This project consists of a right-turn lane on southbound Yorktowne Boulevard, at the intersection with Dunlawton Avenue, to improve movement through the intersection, specifically for vehicles turning right onto Dunlawton Avenue. Currently, vehicles must use a shared through/right lane when turning right onto Dunlawton Avenue to travel west to I-95 and Williamson Boulevard. This intersection experiences congestion throughout the day, most notably in the morning and during the weekends. The proposed turn lane would segregate cars turning right onto westbound Dunlawton Avenue from through traffic and assist in maintaining the functional capacity of Yorktowne Boulevard.

In addition to the proposed new projects, the City currently has the following projects on the TPO's 2020 Project Priority List or under construction:

1. Dunlawton Avenue streetlight renovation and construction from Spruce Creek Road to Ridgewood Avenue [under construction];
2. Spruce Creek Road sidewalks (both sides) between Nova Road and Angelina Court [under construction];
3. Improvements to the timing of the Dunlawton Avenue traffic signals, from Summer Trees Road to A1A (application submitted by Volusia County) [implementation anticipated in 2020];
4. Dunlawton Avenue westbound right-turn lane at City Center Parkway [awaiting funding for design];
5. Eastbound Dunlawton Avenue right-turn lane at Clyde Morris Boulevard [awaiting funding for design];
6. Westbound Dunlawton Avenue right-turn lane at Nova Road [awaiting funding for design];
7. Sidewalk Gap Project to complete connectivity to schools, bus stops, parks, and retail areas along Clyde Morris Boulevard, Taylor Road, and Herbert Street [design scheduled for 2020/2021];
8. Willow Run Boulevard sidewalk (south side), from Clyde Morris Boulevard to Harms Way [design scheduled for 2020];
9. Madeline Avenue (east) sidewalk, from Clyde Morris Boulevard to Nova Road, and Bruner Road sidewalks [awaiting funding for design];

10. Madeline Avenue (west), from S. Williamson Boulevard to Clyde Morris Boulevard sidewalk [awaiting funding for design];
11. Taylor Road/Williamson Boulevard intersection Feasibility Study [Feasibility Study in being prepared and estimated to be completed in April 2020];
12. Eastbound & westbound Herbert Street left-turn lanes at Nova Road [awaiting to be selected for Feasibility Study];
13. Eastbound Taylor Road left-turn lane at Clyde Morris Boulevard [awaiting to be selected for Feasibility Study];
14. US 1 bike/pedestrian path, between the Port Orange Rose Bay Bridge and Art Center Avenue (New Smyrna Beach) [Included in the FDOT PD&E Study for the St. Johns River to Sea Loop – PD&E Study is completed];
15. Left-turn lanes on Taylor Road at Yorktowne Boulevard/Boggs Ford Road/Taylor Road [awaiting to be selected for Feasibility Study];
16. Taylor Road corridor improvements: Spruce Creek Elementary (Hensel Road to Devon Street) [awaiting to be selected for Feasibility Study];
17. Sidewalk and pedestrian crossing improvements on Williamson Boulevard and Willow Run Boulevard (connecting Town Park subdivision to Chardonnay Drive) [Feasibility Study completed; awaiting funds for design and construction];
18. Right-turn lanes on Clyde Morris Boulevard (eastbound at Willow Run Boulevard, eastbound at Reed Canal Road, eastbound and westbound at Madeline Avenue) [Feasibility Study completed; awaiting funds for design and construction];
19. Extend existing left-turn lanes on Dunlawton Avenue (eastbound at Nova Road, westbound at Clyde Morris Boulevard) [Feasibility Study in process; awaiting funds for design and construction]; and
20. Extend existing left-turn lanes on Dunlawton Avenue (eastbound at Yorktowne Boulevard and eastbound at Victoria Gardens) [project became a FDOT “Push-Button Project” for implementation 2020/2021].

RECOMMENDATION:

Authorize staff to submit applications for the 2020 Priority Project ranking for transportation improvements to the River-to-Sea Transportation Planning Organization (TPO) as follows:

1. Widening of Madeline Avenue between Clyde Morris Boulevard to Nova Road
2. Accessible Pedestrian Signals along the Dunlawton Avenue Corridor and Nova Road Corridor
3. Request Feasibility Study for construction of Sidewalk and Wayfinding Signage in the Down Under Area
4. Southbound Yorktowne Boulevard right-turn lane and pedestrian improvements



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 3/17/2020

Consent item: Yes

SUBJECT: (J26) Approval of Task Authorization No. 16 for Consumptive Use Permit Services with Kimley Horn & Associates (CA4621)

DEPARTMENT: Public Utilities

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Task Authorization No. 16 for \$129,700.00 to the Master Contract for Engineering Services (CA4621) with Kimley-Horn and Associates Inc. for the Consumptive Use Permit renewal; authorize the Mayor and City Clerk to execute all contract documents.

SUMMARY: The City's existing Consumptive Use Permit (CUP) expires June 11, 2022. The CUP is the means by which the City has permission to withdraw ground water to the water treatment plant for processing. The City will request a twenty (20) year permit and the renewal process typically takes 18-24 months to complete.

Kimley Horn & Associates Inc. have submitted a proposal (Task Authorization No. 16) for \$129,700.00 to develop and process the CUP application and required documents and reports to the St. Johns Water Management District (SJRWMD). The process is comprised of several parts including the application, hydrogeological evaluation including historical analysis/water conservation plan, groundwater modeling/impact analysis, submittal coordination and responses to SJRWMD.

Project No.: Funding Account No.: 401-0200-533-3113

Presenter: Lynn Stevens

ATTACHMENTS:

1.	Kimley-Horn and Associates Inc Task Authorization No 16	Kimley-Horn and Associates Inc Task Authorization No 16.pdf
2.	Justification Memo - Kimley Horn TA16 CUP Renewal	Justification Memo - Kimley Horn TA16 CUP Renewal.pdf
3.	Kimley Horn Assoc TA16 Consumptive Use Permitting Services	Kimley Horn Assoc TA16 Consumptive Use Permitting Services.pdf
4.	CUP No 8595	CUP No 8595.pdf

5.	Executed Master Contract for Engineering Services CA4621 eff 3 17 15 to 3 16 16 with option to extend five one year terms	Executed Master Contract for Engineering Services CA4621 eff 3 17 15 to 3 16 16 with option to extend five one year terms.pdf
6.	EXECUTED RENEWAL FORM Kimley Horn CA4621 eff 3 17 2020 to 3 16 2021	EXECUTED RENEWAL FORM Kimley Horn CA4621 eff 3 17 2020 to 3 16 2021.pdf
7.	Task Authorization Form No 16 to Master Contract CA4621 Kimley Horn Consumptive Use Permit	Task Authorization Form No 16 to Master Contract CA4621 Kimley Horn Consumptive Use Permit.doc

Kynah Cockcroft	Created/Initiated - 2/26/2020
Kynah Cockcroft	Approved - 2/26/2020
Julia Wiggins	Approved - 2/27/2020
Steve Parnell	Approved - 3/2/2020
Lynn Stevens	Approved - 3/2/2020
Scott Neils	Approved - 3/2/2020
Matthew Jones	Approved - 3/5/2020
Jake Johansson	Approved - 3/6/2020
Robin Fenwick	Final Approval - 3/6/2020

TASK AUTHORIZATION NO. 16
Master Contract for Engineering Services dated March 17, 2015
Between the City of Port Orange, Florida and Kimley-Horn and Associates, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **Kimley-Horn and Associates, Inc.**, a North Carolina corporation registered to transact business in Florida, whose principal address is 3001 Weston Parkway, Cary, North Carolina 27513 ("Engineer"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract for Engineering Services dated March 17, 2015, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and, in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. The Public Works & Utilities Director, Lynn Stevens, shall perform contract administration for this **Task Authorization No. 16** and can be reached at (386) 506-5750.
3. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to the **Develop the Consumptive Use Permit Submittal**; as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization No. 16 Exhibit "A."
4. Engineer shall complete the services to be provided herein within twenty-four months from the issuance of a written Notice to Proceed. The terms and conditions of the Master Contract dated March 17, 2015, as amended and extended, shall extend and be binding upon the Parties for the duration of this Task Authorization No. 16.
5. In return for the services identified above, the City agrees to compensate Engineer at the prices set forth in Task Authorization No. 16, Exhibit "A" attached hereto and made a part hereof for all purposes, subject to a limit up to but not to exceed **one-hundred, twenty-nine thousand, seven hundred dollars and zero cents (\$129,700.00)**. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
6. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

KIMLEY-HORN AND ASSOCIATES, INC.

Printed Name: _____ By: _____
Malcolm L. Bryant, PE, Vice President

Date: _____

Printed Name: _____

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____ By: _____
Donald O. Burnette, Mayor

Printed Name: _____ Date: _____

Witnesses:

ATTEST:

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

Printed Name: _____ Date: _____

[CA 4621]

Kimley»Horn

Fiscal Year 2019/2020 Consumptive Use Permitting Services

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn), and The City of Port Orange (the Client or the City) in accordance with the terms of the Master Agreement for Continuing Professional Services dated March 17, 2015, which is incorporated herein by reference.

General Category of Services:

The City has requested a scope to develop the Consumptive Use Permit (CUP) submittal to the St Johns Water Management District (SJRWMD). The existing CUP expires in 2022 and the City desires to submit for a twenty (20) year permit renewal. The following is our understanding of the scope of work that has been requested by City staff.

Specific Scope of Basic Services:

Task 1: Consumptive Use Permit Application

The CUP application process is comprised of several parts to complete a full package. These are generally spelled out by the SJRWMD through the forms and guidance documents. The initial process is an historical analysis of the water use within the service area. The initial data collection task will be to collect and properly tabulate the last seven years of data for the water system. This includes the following data:

- Historic population and density based on Census or BEBR data
- Well production
- Finished water production
- Metered use by type: residential, commercial, irrigation, etc.
- Number of active connections by type
- Water loss: main breaks, fire hydrant flushing, treatment losses, meter calibration adjustments, etc.

The data will be tabulated and calculated to determine an average and maximum usage in gallons per capita. This historic usage will be compared against the requirements of the existing permit and the SJRWMD's definition of efficient use for this area.

The historical data will then be used as the basis for the future projection of demands in the 20-year planning period. An analysis of the projected growth within the City's water service area will be developed. This will be based on several factors but primarily accounting for known future developments and growth in undeveloped areas based on current land zoning requirements. The historical growth rates will be analyzed along with the known short-range development plans to produce a growth pattern for the 20-year planning period.

The growth planning will be correlated to the historical usage to develop a twenty-year table of projected water use by category. This table serves as the primary basis of the CUP application and developing a justifiable framework for its development is necessary for the SJRWMD to review and approve the permit. The more detailed the data, the more likely we are able to obtain a long-term permit. The SJRWMD typically provides permits for durations of 10 years or less, and so requires greater assurance and more information for requests of a 20-year permit.

The application itself will be completed with the associated attachment and figures as required. A

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preliminary submittal meeting will be held with the SJRWMD permitting staff prior to submittal to confirm the requirements and to review the basis of analysis and demand projection. The first submittal to the SJRWMD is often completed without the groundwater modeling analysis in order to obtain approval of the demand projection. This prevents the duplication of effort in modeling should the water use projections be disputed and need to be adjusted.

Task 2: Water Conservation Planning

The Water Conservation Plan is an independent report submitted with the application which defines the City's efforts to promote the efficient use of potable water. The development of this report includes a review and summary of the reclaimed water usage within the service area. This is completed to represent the offset to potable usage that the reclaimed water use provides. This effort is coordinated with Task 1 in the development of the future demands as potable demands will vary based on the use of reclaimed water for irrigation. This projected distribution of future reclaimed water supplies will be fully accounted for in this planning.

The water conservation plan additionally provides documentation regarding the City's efforts in other aspects of water conservation such as: public education, ordinances for high efficiency plumbing fixtures, availability of plumbing retrofit kits, asset management for the maintenance of infrastructure through repair and renewal to minimize water loss, etc.

The plan will be coordinated with City staff to confirm the effectiveness of historic conservation efforts and will define the plan to continue, expand, or replace these efforts to best promote efficient water use.

Task 3: Groundwater Modeling

The SJRWMD will require that the proposed ground water withdrawals be evaluated using a numerical ground water model. Therefore, Kimley-Horn will utilize the District's Volusia County ground water flow model. The model was developed by the District using the modular, three-dimensional, finite-difference ground water flow model (MODFLOW) computer code developed by the US Geological survey. Kimley-Horn will use the pre- and post-processor software program Groundwater Vistas to prepare and visualize the input and output files for the model.

Kimley-Horn will rely on documentation provided by the City regarding the design and operation of existing and proposed water supply wells. This includes: well depths, screened intervals and pumping rates. The proposed ground water withdrawals will be based on the City's projected water use demands.

Kimley-Horn assumes that the District will not require the use of SEAWAT or other variable-density ground water flow models to evaluate saltwater intrusion. The corresponding model results will be used evaluate impacts to sensitive environmental receptors and other legal users of the ground water resource.

Kimley-Horn will use the results of the numerical ground water modeling to prepare an impact analysis. We will evaluate the proposed drawdown in the surficial and Floridan aquifers relative to nearby wetlands, surface water bodies and existing permitted withdrawals.

We will summarize the results of the impact analysis in a corresponding report. The report will summarize the ground water modeling efforts and results. It will include assumptions made during the preparation of the ground water model. The report will include drawings depicting the

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predicted drawdown in the surficial and Upper Floridan aquifer in repose to the proposed ground water withdrawals.

The *Impact Analysis Report* will be signed and sealed by a Professional Geologist licensed by the State of Florida. A copy of the report will be submitted to the SJRWMD as part of the permit application. The report will include the following:

- A written narrative of the numerical ground water model development
- Summary of the assumptions and parameter estimates used in the ground water model.
- Interpretation of the model results
- Discussion regarding potential impacts to wetlands, surface water bodies or legal users of the ground water resource
- Maps depicting the predicted drawdown in the surficial and Upper Floridan aquifers
- Electronic copies of the ground water model input and output files

Task 4: Submittal and Coordination

Coordination for the submittal of the Consumptive Use Permit is typically a lengthy process. The most effective way to submit the permit is to get it submitted and approved in stages. The first stage the submittal of the 20-year projection of demands and uses. This submittal usually will have one to two rounds of questions from the District before they approve the growth rates and projected usage rates. This stage is vitally important as it provides the preliminary acceptance of the 20-year demands.

The next stage is the submittal of the modeling and impact analysis. While generally more straightforward, the potential impacts in this analysis may develop additional questions or requirements regarding the projected future use.

The application for a 20-year permit is a lengthy process and could take a year or more from initial submittal to receive staff approval. During this time there is periodic effort in coordinating with the District to keep the process moving forward as efficiently as possible.

Schedule:

These services will be completed as expeditiously as possible. The initial submittal is projected to be completed within six months of authorization. As previously stated, the permitting process can take a year or longer through the District. We have no control over the timeframes of the District review, however we will work to keep the overall timeline of the process with the range of 18-24 months.

Method of Compensation:

Kimley-Horn will perform these services for the total lump sum fee of \$129,700.00, inclusive of expenses. Invoices will be billed on a percent complete basis per task. A breakdown of the fee by task is as follows:

Task	Description	Lump Sum Fee
1	Consumptive Use Permit Application	\$68,777
2	Water Conservation Plan	\$18,213

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3	Groundwater Modeling/Impact Analysis	\$31,652
4	Submittal Coordination and Responses	\$11,058
Total		\$129,700

Other Special Terms:

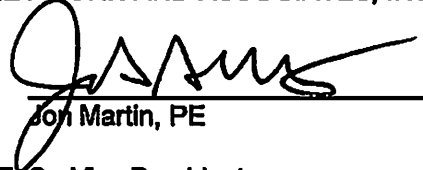
Services provided under this agreement will be invoiced on a monthly basis. All invoices will include a description of services provided.

ACCEPTED:

CITY OF PORT ORANGE, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: See Task Authorization No. 16 Page 3

BY: 

Jon Martin, PE

TITLE: _____

TITLE: Sr. Vice President

DATE: _____

DATE: 1-27-2020

EXHIBIT "A"



City of Port Orange Public Works and Utilities Department

TO: M.H. Johansson, City Manager

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

FROM: Junos Reed, P.E., Engineering and Construction Manager

DATE: February 11, 2020

SUBJECT: Kimley Horn & Associates – Task Authorization No 16 Consumptive Use Permit Renewal

REQUEST:

The Public Works and Utilities Department is requesting City Council approval of Task Authorization No 16 to Kimley Horn & Associates for engineering services relating to the renewal of the Consumptive Use Permit in the amount not to exceed \$129,700.00

PURPOSE:

The purpose of this request is to provide hydrogeological services for the renewal of the current Consumptive Use Permit (CUP) and maintain compliance for the drinking water system. The City's existing CUP expires June 11, 2022 and the renewal process typically takes 18-24 months to complete.

CONSIDERATION:

A consumptive use permit (CUP) allows water to be withdrawn from ground-water or surface water for reasonable-beneficial uses — such as public supply drinking water, in a manner that does not interfere with other existing legal water uses and protects water resources from harm (such as saltwater intrusion and/or impacting wetlands, lakes and springs). The City of Port Orange provides potable water service to over 27,000 residential and business service connections. The 70 square mile service area includes the City of Port Orange, the Town of Ponce Inlet, and portions of Daytona Beach Shores and unincorporated Volusia County. The CUP is the means by which the City has the permission to withdraw ground water from the Floridan Aquifer for treatment and distribution.

The St. Johns River Water Management District is the issuing agency. The state permitting regulations ensure that existing water users, water resources and the environment are protected. To make certain that water users meet the criteria, district hydrologists review permit applications and conduct site inspections. Each permit applicant is required to submit a water conservation plan, providing measures to reduce water use and preserve water resources for other beneficial uses as well as investigate and use the lowest acceptable quality source of water.

Staff intends to apply for a 20-year withdrawal permit. This is consistent with the current permit. During the permit process, the hydrologists will evaluate 4 current wells with high salt concentrations to discover the cause.

FUNDING:

Fund: 401

Fund Name: Water & Sewer System

Cost Center: Water & Sewer

Program: Water Production

Revenue Category: None

Spend Category: Other Professional Services

401-0200-533-3113

RECOMMENDATION:

The Public Works and Utilities Department recommends City Council approval of Task Authorization No 16 to Kimley Horn & Associates for engineering services relating to the renewal of the Consumptive Use Permit in the amount not to exceed \$129,700.00

ANTICIPATED SCHEDULE:

Obtain 20-Year CUP by June 11, 2022

ATTACHMENTS:

1. Kimley Horn & Associates engineering and design services proposal for Consumptive Use Permitting Services
2. Existing Consumptive Use Permit No. 8595

Fiscal Year 2019/2020 Consumptive Use Permitting Services

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The next stage is the submittal of the modeling and impact analysis. While generally more straightforward, the potential impacts in this analysis may develop additional questions or requirements regarding the projected future use.

The application for a 20-year permit is a lengthy process and could take a year or more from initial submittal to receive staff approval. During this time there is periodic effort in coordinating with the District to keep the process moving forward as efficiently as possible.

Schedule:

These services will be completed as expeditiously as possible. The initial submittal is projected to be completed within six months of authorization. As previously stated, the permitting process can take a year or longer through the District. We have no control over the timeframes of the District review, however we will work to keep the overall timeline of the process with the range of 18-24 months.

Method of Compensation:

Kimley-Horn will perform these services for the total lump sum fee of \$129,700.00, inclusive of expenses. Invoices will be billed on a percent complete basis per task. A breakdown of the fee by task is as follows:

<i>Task</i>	<i>Description</i>	<i>Lump Sum Fee</i>
1	Consumptive Use Permit Application	\$68,777
2	Water Conservation Plan	\$18,213

Kimley»»Horn

3	Groundwater Modeling/Impact Analysis	\$31,652
4	Submittal Coordination and Responses	\$11,058
Total		\$129,700

Other Special Terms:

Services provided under this agreement will be invoiced on a monthly basis. All invoices will include a description of services provided.

ACCEPTED:

CITY OF PORT ORANGE, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY:  _____
Jon Martin, PE

TITLE: _____

TITLE: Sr. Vice President

DATE: _____

DATE: 1-27-2020



Permit with conditions 1728



St. Johns River Water Management District

Kirby B. Green III, Executive Director • John R. Wehle, Assistant Executive Director

Post Office Box 1429 • Palatka, FL 32178-1429 • (386) 329-4500

June 11, 2002

City of Port Orange
Kenneth Parker
1000 City Center Cir
Daytona Beach, FL 32119
SUBJECT: Consumptive Use Permit Number 8595
WELLFIELD DEVELOPMENT PH. 111

Dear Sir/Madam:

Enclosed is your permit and the forms necessary for submitting information to comply with conditions of the permit as authorized by the St. Johns River Water Management District on June 11, 2002.

Permit issuance does not relieve you from the responsibility of obtaining permits from any federal, state and/or local agencies asserting concurrent jurisdiction over this work.

The enclosed permit is a legal document and should be kept with your other important records. Please read the permit and conditions carefully since the referenced conditions may require submittal of additional information. All information submitted as compliance with permit conditions must be submitted to the nearest District Service Center and should include the above referenced permit number.

Please be advised that the period of time within which a third party may request an administrative hearing on this permit may not have expired by the date of issuance. A potential petitioner has twenty-six (26) days from the date on which the actual notice is deposited in the mail, or twenty-one (21) days from publication of this notice when actual notice is not provided, within which to file a petition for an administrative hearing pursuant to Sections 120.569 and 120.57, Florida Statutes. Receipt of such a petition by the District may result in this permit becoming null and void.

Sincerely,

Gloria Lewis, Director
Permit Data Services Division

Enclosures: Permit, Conditions for Issuance, Compliance Forms, Map, Well Tags

cc: District Permit File

Agent: Quentin L Hampton Associates
PO Drawer 290247
Daytona Beach, FL 32129-0247

GOVERNING BOARD

Duane Ottenstroer, CHAIRMAN JACKSONVILLE	Ometrias D. Long, VICE CHAIRMAN APOPKA	R. Clay Albright, SECRETARY EAST LAKE WEIR	David G. Graham, TREASURER JACKSONVILLE
W. Michael Branch FERNANDINA BEACH	Jeff K. Jennings MAITLAND	William Kerr MELBOURNE BEACH	Ann T. Moore BUNNELL
			Catherine A. Walker ALTAMONTE SPRINGS

PERMIT NO. 8595
PROJECT WELLFIELD DEVELOPMENT PH. 111

DATE ISSUED: June 11, 2002

A PERMIT AUTHORIZING:

The District authorizes, as limited by the attached conditions, the use of ground water from the Floridan aquifer to serve a projected population of 76,734 in 2020 with water for household, commercial/industrial, urban landscape, and water utility type uses.

LOCATION:

Site: WELLFIELD DEVELOPMENT PH. 111
Volusia County

Section(s): 19, 20, 24, 25, 29, 30, 31, 32, 36 Township(s): 16S Range(s): 32E
6 16S 33E

ISSUED TO:

City of Port Orange
1000 City Center Cir
Daytona Beach, FL 32119

Permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all maps and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to permittee any property rights nor any rights of privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

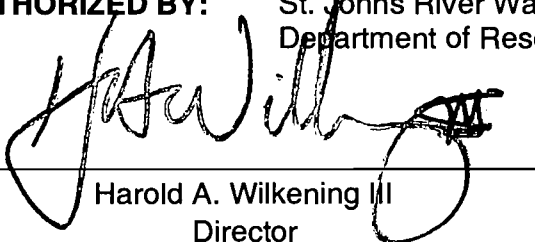
This permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes and 40C-1, Florida Administrative Code.

PERMIT IS CONDITIONED UPON:

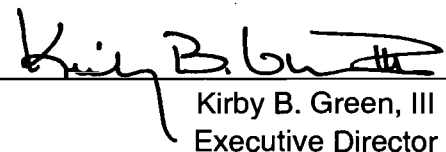
See conditions on attached "Exhibit A", dated June 11, 2002

AUTHORIZED BY: St. Johns River Water Management District
Department of Resource Management

By: _____


Harold A. Wilkening III
Director

By: _____


Kirby B. Green, III
Executive Director

"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 8595
CITY OF PORT ORANGE
DATED JUNE 11, 2002

1. District Authorized staff, upon proper identification, will have permission to enter, inspect and observe permitted and related facilities in order to determine compliance with the approved plans, specifications and conditions of this permit.
2. Nothing in this permit should be construed to limit the authority of the St. Johns River Water Management District to declare a water shortage and issue orders pursuant to Section 373.175, Florida Statutes, or to formulate a plan for implementation during periods of water shortage, pursuant to Section 373.246, Florida Statutes. In the event a water shortage, is declared by the District Governing Board, the permittee must adhere to the water shortage restriction as specified by the District, even though the specified water shortage restrictions may be inconsistent with the terms and conditions of this permit.
3. Prior to the construction, modification, or abandonment of a well, the permittee must obtain a Water Well Construction Permit from the St. Johns River Water Management District, or the appropriate local government pursuant to Chapter 40C-3, Florida Administrative Code. Construction, modification, or abandonment of a well will require modification of the consumptive use permit when such construction, modification or abandonment is other than that specified and described on the consumptive use permit application form.
4. Leaking or inoperative well casings, valves, or controls must be repaired or replaced as required to eliminate the leak or make the system fully operational.
5. Legal uses of water existing at the time of the permit application may not be interfered with by the consumptive use. If unanticipated interference occurs, the District may revoke the permit in whole or in part to curtail or abate the interference unless the permittee mitigates for the interference. In those cases where other permit holders are identified by the District as also contributing to the interference, the permittee may choose to mitigate in a cooperative effort with these other permittees. The permittee must submit a mitigation plan to the District for approval prior to implementing such mitigation.
6. Off-site land uses existing at the time of permit application may not be significantly adversely impacted as a result of the consumptive use. If unanticipated significant adverse impacts occur, the District shall revoke the permit in whole or in part to

curtail or abate the adverse impacts, unless the impacts can be mitigated by the permittee.

7. The District must be notified, in writing, within 30 days of any sale, conveyance, or other transfer of a well or facility from which the permitted consumptive use is made or within 30 days of any transfer of ownership or control of the real property at which the permitted consumptive use is located. All transfers of ownership or transfers of permits are subject to the provisions of section 40C-1.612, Florida Administrative Code.
8. A District-issued identification tag shall be prominently displayed at each withdrawal site by permanently affixing such tag to the pump, headgate, valve or other withdrawal facility as provided by Section 40C-2.401, Florida Administrative Code. Permittee shall notify the District in the event that a replacement tag is needed.
9. If the permittee does not serve a new projected demand located within the service area upon which the annual allocation was calculated, the annual allocation will be subject to modification.
10. The permittee must ensure that all service connections are metered.
11. Landscape irrigation is prohibited between the hours of 10:00 a.m. and 4:00 p.m., except as follows:
 - a) Irrigation using a micro-irrigation system is allowed anytime.
 - (b) The use of reclaimed water for irrigation is allowed anytime, provided appropriate signs are placed on the property to inform the general public and District enforcement personnel of such use. Such signs must be in accordance with local restrictions.
 - (c) Irrigation of, or in preparation for planting, new landscape is allowed any time of day for one 30 day period provided irrigation is limited to the amount necessary for plant establishment.
 - (d) Watering in of chemicals, including insecticides, pesticides, fertilizers, fungicides, and herbicides when required by law, the manufacturer, or best management practices is allowed anytime within 24 hours of application.
 - (e) Irrigation systems may be operated anytime for maintenance and repair purposes not to exceed ten minutes per hour per zone.

12. Whenever feasible, the permittee must use native vegetation that requires little supplemental irrigation for landscaping with the service area or the project.
13. All submittals made to demonstrate compliance with this permit shall have the CUP number 8595 plainly labeled on the submittal.
14. This permit will expire on twenty years from the date of issuance.
15. The maximum annual ground water withdrawals from the Floridan Aquifer System must not exceed:

2,255.7 million gallons in 2002,
2,303.2 million gallons in 2003,
2,354.3 million gallons in 2004,
2,409.0 million gallons in 2005,
2,540.4 million gallons in 2006,
2,591.5 million gallons in 2007,
2,642.6 million gallons in 2008,
2,693.7 million gallons in 2009,
2,748.5 million gallons in 2010,
2,883.5 million gallons in 2011,
2,923.7 million gallons in 2012,
2,967.5 million gallons in 2013,
3,011.3 million gallons in 2014,
3,058.7 million gallons in 2015,
3,102.5 million gallons in 2016,
3,146.3 million gallons in 2017,
3,190.1 million gallons in 2018,
3,230.3 million gallons in 2019,
3,274.1 million gallons in 2020 through 2022.

If the proposed Regional Aquifer Management Plan for Port Orange (as described in the Draft RAMP Phase 1 Technical Memorandum dated January 2002 and in additional documentation submitted January 8, 2002) is not operational on or before December 31, 2007, then the maximum annual ground water allocation from the Floridan Aquifer will be reduced to 2,591 million gallons for 2008 through 2022.

16. Maximum daily ground water withdrawals (in millions of gallons) from the Floridan Aquifer must not exceed:

9.27 million gallons in 2002,

9.47 million gallons in 2003,
9.68 million gallons in 2004,
9.89 million gallons in 2005,
10.44 million gallons in 2006,
10.65 million gallons in 2007,
10.86 million gallons in 2008,
11.07 million gallons in 2009,
11.29 million gallons in 2010,
11.84 million gallons in 2011,
12.02 million gallons in 2012,
12.20 million gallons in 2013,
12.38 million gallons in 2014,
12.57 million gallons in 2015,
12.75 million gallons in 2016,
12.93 million gallons in 2017,
13.10 million gallons in 2018,
13.28 million gallons in 2019, and
13.46 million gallons in 2020 through 2021 and 2022.

17. The average daily withdrawal must not exceed 6.81 mgd from the Central Wellfield and 2.16 mgd for the Eastern Wellfield.
18. A deep monitor well must be installed at a location mutually agreed upon by the City and SJRWMD at the Central and Eastern wellfields within six months of permit issuance and used to assess water levels and chloride concentrations. The monitoring well must be constructed to depths of 20 to 30 feet below the total depth of the existing production wells. If deemed appropriate by District staff, an inactive well can be modified to serve as the deep monitor well at either site.
19. Water samples must be collected and water levels must be obtained quarterly from each production well and monthly from the deep monitor wells at the Central and Eastern wellfields and used to assess water levels and chloride concentrations. The monitoring well must be constructed to depths of 20 to 30 feet below the total depth of the Licensees' on-site production wells. The samples must be analyzed in accordance with a District approved QA/QC program for chlorides and the results submitted bi-annually with the water use data. An analysis of the major ion geochemical pattern must be submitted with the compliance report in March of 2007, 2012, 2017 and 2022. In addition to the chloride sampling, a water sample from CR-12, CR-24, and CM-3 must be collected in May and October of each year. The water quality samples must be taken from each well after three to five well casing volumes are purged. The three wellfield water samples must be analyzed separately by organizations with approved comprehensive or generic quality assurance plans in accordance with

the Department of Environmental Protection's standard operating procedures or a laboratory having DOH certification. The results and an analysis of the major ion geochemical pattern must be submitted along with the next required EN-50 forms. The three water samples must be analyzed for the following parameters:

Calcium	Total Dissolved Solids
Sodium	Magnesium
Potassium	Sulfate
Chlorides	Total Hardness
Field Temperature	Specific Conductance (field and laboratory)
Ph (field and laboratory)	Total Iron
Carbonate - laboratory	

Bi-Carbonate if pH is 6.9 or lower

The data must be provided in a digital format readable by the District's computerized database. All major ion analyses must be performed on filtered samples, and must be checked for a cation-anion balance of less than 10%. If this 10% error margin is exceeded in any sample, an additional sample must be collected within 24 hours and reanalyzed. Results of these tests and the chloride analyses must be submitted to the District with the next water use submittal.

If the District determines that unacceptable saline water intrusion is occurring as a result of the withdrawal authorized by this permit, the District shall revoke the permit in whole or in part to curtail or abate the impact caused by the saline water intrusion.

20. A chloride concentration cap of 250 mg/l is set for each well in the Eastern Wellfield. Any well which chloride concentration exceeds 250 shall be placed under restricted use, as authorized by the District. If the continued use of any such well is desired by the permittee, then the permittee shall submit a revised well operation schedule to allow additional recovery time for the affected well(s) and submit the plan to the District for approval.
21. If unanticipated interference to existing legal uses of water occurs due to withdrawals authorized by this permit, then the permittee must mitigate for the impact in a manner approved by the District. Mitigation may include installation of a new pump or motor, installation of additional drop pipe, providing new electrical wiring, connection with the existing water supply system, or other appropriate measures.
22. The Wetland Hydrologic Monitoring Plan for the Port Orange Wellfield by

Biological Consulting Services, Inc., received by the District on Dec. 10, 2001, is incorporated as a condition of this permit. Tasks must be followed as outlined in this report, unless superseded by permit conditions listed below.

23. Hydrologic data collection must be done weekly at the following locations: new proposed wetland monitoring wells (piezometers/monitoring stations) MS-1, MS-2, & MS-3; existing wetland monitoring wells (piezometers/monitoring stations) R-1, R-2, CR-10, CR-11W, CR-17, & CR-19; and existing upland monitoring wells (piezometers/monitoring stations) CR-7, CR-9, CR-12, CR-13, CR-14, & CR-15. In addition, monitoring wells (piezometers/monitoring stations) must be installed and hydrologic data collection must be done weekly at District approved locations in wetlands proximal to proposed wells CR-22, CR-24, and CR-26. The station location and descriptor data will be submitted electronically as spreadsheets when the monitoring wells are installed. Station location and descriptor information required include: latitude/longitude, brief text site description, date of installation, type of instrument; installation entity, maintenance entity, and access instructions. The following information must be recorded weekly for each monitoring site: water level; rainfall (period total from one rain gauge station for the entire wellfield); &, pumping volume (period total by well). Monitoring data must be submitted electronically as spreadsheets every 6 months to the District on a computer disk (2 copies) that stores the information in a District approved computer accessible format. Permittee must contact the Director of the Division of Water Use Regulation for specific details on how to submit the computer accessible information. This data must also be submitted to the District as a legible paper copy (2) along with the EN-50 forms for the project.
24. At each of the 12 wetland monitoring sites, an elevation profile must be surveyed from the landward limits of wetlands to the deepest wetland area, at a location to be confirmed by District staff prior to survey. Elevations must be recorded at 25-ft intervals and wherever there is a change in soil profile and/or change in plant community. Other environmental features such as buttresses, lichen lines, moss collars, watermarks, palmetto lines, etc., must be surveyed if present. A general description of the vegetation present at each vegetation zone must accompany this one time survey. The description should include the dominant species in each stratum and the presence of nuisance/weedy/exotic species. A full soil description must be made in the top 24 inches of soil at each of the transect elevations described above along this cross-sectional survey. This data collection is a one-time event. The vegetation and soil survey will be submitted to the District within 6 months following site confirmation between the City of Port Orange and the District.
25. Permanent photo stations must be monumented and panoramic photographs must be taken for each of the wetland monitoring sites during the growing season, starting in 2002 and every 5 yrs thereafter. These photographs shall be

submitted with the compliance reports described below. These stations will be confirmed by the District prior to monumentation.

26. In the event that monitoring indicates that the surface waters/wetlands are being adversely affected by the operation of the wellfield, then the permittee must undertake a mitigation program approved by the District.
27. The existing Well Field Management Plan, as submitted on November 15, 2000 must to be implemented and amended as described when withdrawals increase.
28. Either the Annual Reuse Report or monthly wastewater flow records must be collected and submitted to the District's Palm Bay Service Center annually by January 15 of the following year.
29. All available reclaimed water and stormwater must be distributed or used by the City in place of higher quality water sources when deemed feasible pursuant to District rules and applicable state law.
30. The lowest quality water source, including reclaimed water and surface/storm water, must continue be used for each consumptive use supplied by the permittee when available except when the permittee demonstrates that the use of the lower quality water source is not economically, environmentally, or technologically feasible.
31. The permittee must continue measuring the quantity of water withdrawn from wells: CM-4 (16531), CM-5 (16532), CM-6 (16533), CM-7 (16534), CM-8 (16535), CM-9 (16536), CM-10 (16537), CM-11 (16538), CM-12 (16539), CM-13 (16517), CM-14 (16540), CM-15 (16541), CM-16 (16542), CR-1 (16543), CR-2 (16544), CR-3 (16545), CR-4 (16546), CR-5 (16547), CR-6 (16548), CR-7 (16549), CR-8 (16550), CR-9 (16551), CR-10 (16552), CR-11 (16518), CR-12 (16519), CR-13 (16520), CR-14 (16521), CR-15 (16522), CR-16 (16523), CR-17 (16524), CR-18 (16525), CR-19 (16526), CR-20 (16527), CR-21 (16528), CR-22 (23897), CR-23 (23898), CR-24 (23899), CR-25 (23900), CR-26 (23961), and CR-27 (23902) by in-line totalizing flow meters. The totalizing flow meters must maintain 95% accuracy, be verifiable, and be installed according to manufacturer specifications. Documentation of proper installation of the flow meter (e.g. photograph) may be submitted to the District within 30 days of meter placement. A site visit by staff can also serve as documentation.
32. Total withdrawal from wells: CM-4 (16531), CM-5 (16532), CM-6 (16533), CM-7 (16534), CM-8 (16535), CM-9 (16536), CM-10 (16537), CM-11 (16538), CM-12 (16539), CM-13 (16517), CM-14 (16540), CM-15 (16541), CM-16 (16542), CR-1 (16543), CR-2 (16544), CR-3 (16545), CR-4 (16546), CR-5 (16547), CR-6 (16548), CR-7 (16549), CR-8 (16550), CR-9 (16551), CR-10 (16552), CR-11 (16518), CR-12

(16519), CR-13 (16520), CR-14 (16521), CR-15 (16522), CR-16 (16523), CR-17 (16524), CR-18 (16525), CR-19 (16526), CR-20 (16527), CR-21 (16528), CR-22 (23897), CR-23 (23898), CR-24 (23899), CR-25 (23900), CR-26 (23961), and CR-27 (23902), as listed on the application, must be recorded continuously, totaled monthly, and reported to the District every six months for the duration of the permit using District Form No. EN-50. The reporting dates each year will be as follows:

Reporting Period	Report Due Date
January - June	July 31
July - December	January 31.

33. The permittee must maintain the meters. In case of failure or breakdown of any meter, the District must be notified in writing within 5 days of its discovery. The defective meter must be repaired or replaced within 30 days of its discovery.
34. The permittee must have the flow meters calibrated once every 3 years within 30 days of the anniversary date of permit issuance, and recalibrated if the difference between the actual flow and the meter reading is greater than 5%. District Form No. EN-51 must be submitted to the District within 10 days of the inspection/ calibration.
35. The permittee must conduct a minimum of 6 water conservation presentations to classes within schools in the Port Orange Service Area.
36. The permittee shall submit, to the District, a compliance report pursuant to subsection 373.236(3), F.S., 5, 10 and 15 years after permit issuance. Specifically, the permittee shall submit the report by May 7, 2007, 2012 and 2017. The reports shall contain sufficient information to demonstrate that the permittee's use of water will continue, for the remaining duration of the permit, to meet the conditions for permit issuance set forth in the District rules that existed at the time the permit was issued by the District. At a minimum, the compliance report must:
 - a) meet the submittal requirements of section 4.2 of the Applicant's Handbook: Consumptive Uses of Water, February 8, 1999;
 - b) include documentation verifying that the sources are capable of supplying the needs authorized by this permit without causing harm to water resources;
 - c) include documentation verifying that use of water is efficient and that the permittee is implementing all feasible water conservation measures;

d) include an updated ground water analysis demonstrating that the use of ground water for public supply does not interfere with legal uses existing at the time of permit issuance, and not cause unacceptable adverse impacts to wetlands and lakes;

e) include information documenting that the projected allocation is needed;

f) document that significant saltwater intrusion is not occurring, and

g) contain a status report of the Port Orange reclaimed water system capacity, expansions, and a detailed breakdown of how reclaimed water was utilized in the previous year.



CITY OF PORT ORANGE MASTER CONTRACT FOR ENGINEERING SERVICES

This Standard Contract for Services ("Contract") is entered into this 17th day of March, 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 **KIMLEY-HORN AND ASSOCIATES, INC.**, a North Carolina corporation registered to transact business in Florida whose principal address is 3001 Weston Parkway, Cary, North Carolina 27513 ("Engineer"). (The City and Engineer are collectively referred to herein as the "Parties.")

The City and the Engineer for Ten Dollars (\$10.00) and other good and valuable consideration hereby covenant and agree as set forth below.

1. Provision of Services

(a) The Engineer hereby agrees to provide the following services to the City of Port Orange:

- (i) Professional continuous utility engineering consulting services to complete a wide range of projects led by the City of Port Orange Utilities Department, including but not limited to projects involving analysis, design, permitting and construction assistance related to the City's water, waste water and reuse system, which also include the City's collection, distribution and treatment systems in accordance with Request for Statement of Qualifications #14-23.

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

Term: The term of this Contract shall commence on the date this Contract is signed by both of the Parties, and shall continue for one (1) year until either party provides the other party written notice of its intent to terminate as provided in this Contract.

Renewals: Upon written agreement of the Parties and appropriation by City Council, this Contract may be renewed for up to five (5) additional one (1) year periods.

Manner and Place: The Engineer shall perform the services as outlined in each project assignment, in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Engineer shall not deliver goods or services without a fully executed task authorization and a written purchase order, signed by an authorized agent of the City of Port Orange.

Time and Essence: Engineer acknowledges that time is of the essence in the completion of the services contemplated by this contract, and shall complete all services within the timeline specified by this contract, and shall complete all services within the timeline specified in the project, and as reflected on the Notice to Proceed.

2. Authorization for Services This Contract standing alone does not authorize the performance of any work or services to be provided by the Engineer or require the City to place any orders for work or service. Authorization for performance of services by the Engineer under this Contract shall be in the form of written Task Authorization(s) issued and executed by the City and signed by the Engineer. A sample Task Authorization is attached hereto as Exhibit "1."

3. City Obligations The City reserves the right to utilize lump sum or hourly rate compensation. The hourly rates are set forth in Exhibit "2." The City's obligation to pay Engineer 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. The Engineer shall be paid compensation for all services, labor and material required thereby, and for all expenditures as specified in each Task Authorization. The fee shall be negotiated for each Project Task Authorization to this Contract. The Engineer shall submit a monthly statement for professional services rendered and expenses incurred to date of the statement. The statements for lump sum shall be based upon Engineer's estimate of the proportion of the total services actually completed at the time of billing to the total services to be performed. Such estimates are to be prepared by the Engineer and accompanied by such supporting data as may be required by the Contract Administrator.

4. Contract Administration The Public Utilities Director, Andrew Neff ("Contract Administrator"), shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice." The work shall be under the direction of the authorized Contract Administrator who shall have final decision authority for all phases of the work, including general direction, review, and approval of the work. Neither the Contract Administrator's review, approval or acceptance of, nor payment for, any of the services required under this contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Engineer shall be and remain liable to the City for all costs of any kind which were incurred by the City as a result of the Engineer's negligent performance of the services furnished under this Contract.

5. Statement of Engineering Services. The Engineer shall:

- (a) Provide all certifications ("Engineer of Record" function) surveys, calculations, drawings, and any other documents required for special permits and authorizations from various government bodies or agencies having jurisdiction over the project;
- (b) Prepare a time scaled diagram showing the dates of completion of various design phases and scheduled completion of working drawings and specifications and submit for Contract Administrator's review and approval;
- (c) Verify and evaluate technical proposals furnished by the construction contractor if requested by the City and provide such amplifications and explanations that may be necessary to clarify the intent of the drawings and specifications.
- (d) Furnish consultation and advice as requested by the City during the construction of project, including Construction Administration Services (unless otherwise stipulated in a specific amendment attached hereto and made a part thereof);
- (e) Furnish all other engineering services including without limitation those specified hereinafter and those required for the completion of specific projects as described in amendments to this contract:
 - (i) Site Visits/Special Permits The Engineer shall visit the site and shall initiate and hold such conferences with representatives of the City and other agencies, boards or government

bodies having jurisdiction over the area the project covers and take such other action as may be necessary to obtain permits and authorizations (except the construction permits) and other data upon which to develop the design and preliminary sketches showing the contemplated project.

- (ii) Preliminary Sketches and Opinion of Probable Construction Costs The preliminary sketches shall include plans, elevations and sections development in such detail and with such descriptive specifications as will clearly indicate the scope of work, and make possible a reasonable opinion of the construction cost and satisfy the requirements of permitting and regulatory agencies having jurisdiction. An opinion of probable construction costs shall be prepared.
- (iii) Working Drawings and Specifications After the preliminary sketches and opinion of probable construction costs have been approved, the Engineer shall proceed with the preparation of working drawings and specifications as required by the Contract Administrator for the construction of said project. Working drawings, specifications and estimates shall be delivered to the Contract Administrator in such sequence and at such times as required by the City such that the construction work can be initiated promptly, procurement of materials made without delay and continuous prosecution of the work promoted, all in strict accordance with the approved design schedule as provided in Paragraph 5 (b) above. Working drawings and specifications shall be revised as necessary and as required by the Contract Administrator. After working drawings and specifications have been approved by the Contract Administrator, the Engineer shall furnish such number of sets of prints of the approved working drawings and such number of sets of the approved specifications, as may be required by the Contract Administrator.
- (iv) Original Drawings - Final Plans Upon approval of final plans the Engineer shall deliver to the City one set of original drawings, in such medium and on such materials, as may be required by the Contract Administrator, suitable for blueprinting, showing approved constructed requirements (not of "as-built" construction unless otherwise stipulated), provided, however, that should this contract be terminated by the City the Engineer shall deliver to the City one set of originals as they exist at the time of termination. Such plans as are delivered shall become and remain the property of the City.
- (v) Revision of Final Drawings and Specifications The engineer shall without additional fee correct and revise the drawings, specifications, or other materials furnished under this contract, if the Contract Administrator finds that such revision is necessary to correct errors or deficiencies for which the Engineer is responsible.
- (vi) Bidding The Engineer shall perform all necessary engineering services required in connection with the competitive bidding for construction of the project and the preparation of all documents required thereof, including preparation of documents for separate bid packages for multiple contractors if so required by Contract Administrator.

6. Responsibility of the Engineer The Engineer shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, and specifications and other work or materials furnished by the Engineer under this contract. The Engineer shall without additional cost or fee to the City, correct or revise any errors or deficiencies in his performance.

7. Reuse of Documents The City shall have unlimited rights, for the benefit of the City in all drawings, designs, specifications, notes and other engineer's work produced in the performance of this contract, or in contemplation thereof, and all as-built drawings produced after completion of the work, including the right to use same on any other City work without additional cost to the City. All documents including Drawings and Specifications prepared by Engineer pursuant to this Contract are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by City or others for any other project. Reuse for another project without written verification or adaption by Engineer for the specific purpose intended will be at City's risk. Any such verification or adaption will entitle Engineer to further compensation at rates to be agreed upon by City and Engineer. A reproducible set of plans and specifications shall be delivered to and become the property of the City upon completion of the Project by the Engineer.

8. Expert Witness The Engineer shall serve as an expert witness for the City in any legal proceedings regarding this project if the City so requests. The expert witness fee for Engineer shall be negotiated at the time the Engineer is called as an expert.

9. Modifications to Scope of Work/Change Orders

(a) Change Orders. The Contract Administrator, upon written approval 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 one or more of the following: the services to be performed, the contract price 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 Engineer's cost of, or time required for the performance of the work hereunder, Engineer shall receive an equitable adjustment and the contract shall be modified in writing accordingly. Any change shall include all costs and damages related to or incidental to such change.

(c) Any claim by the Engineer for adjustment under this clause shall be asserted in writing within thirty (30) days from the date of receipt by the Engineer of the notification of change unless the Contract Administrator grants a further period of time before the date of final payment under the contract. The Engineer shall proceed with the prosecution of the work as changed. Except as provided in this Contract, the Engineer shall not be entitled to payment for a charge for any extra work or material.

10. Subcontractors and Outside Associates and Consultants Any subcontractors and outside associates or consultants required by the Engineer in connection with the services covered by the Contract will be limited to such individuals or firms as are specifically identified in an amendment to this Contract. Any substitution in such subcontractors, associates, or consultants shall be subject to the prior approval of the Contract Administrator.

11. Termination

(a) The performance of work under this Contract may be terminated by the City in accordance with this clause in whole, or from time to time in part, whenever the Contract Administrator shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Engineer of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

(b) After receipt of a Notice of Termination, and except as otherwise directed by the Contract Administrator, the Engineer shall:

- (i) Stop work under the Contract on the date and to the extent specified in the Notice of Termination.
 - (ii) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as it is not terminated.
 - (iii) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
 - (iv) Assign to the City in the manner, at the times and to the extent directed by the Contract Administrator, all of the right, title, and interest of the Engineer under the orders and subcontracts so terminated, in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
 - (v) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contract Administrator, to the extent the City may require which approval or ratification shall be final for all the purposes of this clause.
 - (vi) Transfer title and deliver to the City in the manner, at the times, and to the extent, if any, directed by the Contract Administrator.
 - a. The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination; and
 - b. The completed or partially completed plans, drawings, information, and other property which, if the contract has been completed, would have been required to be furnished to the City.
 - (vii) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.
- (c) After receipt of a Notice of Termination, the Engineer shall submit to the City's Contract Administrator his termination claim, in the form and with certification prescribed by the Contract Administrator. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the Contract Administrator, upon request of the Engineer made in writing within such thirty (30) days period or authorized extension thereof. Upon failure of the Engineer to submit his termination claim within the time allowed, the Contract Administrator may determine on the basis of information available to him, the amount, if any, due to the Engineer by reason of the termination and shall thereupon pay to the Engineer the amount so determined.
- (d) Subject to the provisions of Paragraph 11 (c), the Engineer and the Contract Administrator may agree upon the whole or any part of the amount or amounts to be paid the Engineer by reason of the total or partial termination of work pursuant to this clause, the total or partial termination of work pursuant to this

clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The Contract shall be amended accordingly and the Engineer shall be paid the agreed amount. Nothing in Paragraph 11 prescribing the amount to be paid to the Engineer, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid.

(e) In the event of the failure of the Engineer and the Contract Administrator to agree as provided in Paragraph 11 (d), upon the whole amount to be paid to the Engineer by reason of the termination of work pursuant to this subparagraph, the Contract Administrator shall pay to the Engineer the amounts determined by the Contract Administrator, but without duplication of any amounts agreed upon, as follows:

(i) For completed work and services accepted by the City, the price or prices specified in the contract for such work, less any payments previously made.

(ii) The total of:

a. The costs incurred in the performance of the work and service terminated, including initial costs and preparatory expenses allocable thereto, but exclusive of any costs attributable to the work and services paid or to be paid for under Paragraph 11 (e)(i) hereof;

b. The cost of settling and paying claims arising out of the termination of work or services under subcontracts or orders as provided in Paragraph 11 (b)(v) above, which are properly chargeable to the terminated portion of the contract exclusive of amounts paid or payable on account of work or services delivered or furnished by subcontractors prior to the effective date of termination, which amounts shall be included in the costs payable under Paragraph 11 (a) above; and

c. A sum, as profit on Paragraph 11 (a) above, determined by the Contract Administrator to be fair and reasonable, not to exceed 5% of the Task Authorization.

(iii) In the event the contract is terminated because of Engineer's default, the City may take over the work and services and complete the same by contract or otherwise, and the Engineer shall be liable to the City for any increased cost of the project.

12. Examination of Records

(a) The Engineer 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 Engineer involving transactions related to this Contract.

(b) The Engineer 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 Engineer 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.

13. Public Records Compliance. The Engineer, when acting on behalf of the City of Port Orange, 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 Engineer 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 Engineer does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

14. 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 Engineer. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination. 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.

15. Insurance

(a) Engineer shall maintain insurance during the life of this Contract. Engineer shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. The Engineer shall furnish policies and certificates of insurance to the City for review and approval. Approval by the City of any policy of insurance shall not, however, relieve the Engineer from its responsibilities to provide the insurance coverage required herein. The certificates shall clearly indicate that the Engineer has obtained insurance of the type, amount and classification required by these provisions. No work shall be commenced until City has approved the policies. This Contract may be terminated by the City without penalty or expense, if policies requested hereunder are not provided to and approved by the City within thirty (30) days of the date hereof. The Engineer shall notify the City and to the City's designated insurance Risk Manager of any changes in or cancellations of coverage.

(b) 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. Engineer shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Engineer 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 Engineer for the reasonable additional costs of increased coverage. The Engineer shall maintain the following coverages:

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

16. Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida

Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

17. Liability for Loss or Damage. Engineer shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Engineer, 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 Engineer, his/its agents, servants and employees. Engineer shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

18. Non-discrimination. During the performance of this Contract, Engineer agrees as follows:

(a) Engineer 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 Engineer. Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Engineer agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Engineer shall state in all solicitations or advertisements for employees placed by or on behalf of Engineer that Engineer 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. Engineer 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.

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

20. Disputes. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Engineer, shall decide disputes with respect to this Contract in the first instance. The decision 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 City Council, Engineer shall proceed diligently with the performance of this Contract in accordance with that decision.

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

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

23. Additional Provisions. As may have been outlined in Request for Statement of Qualifications #14-23 and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof.

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

25. Notice. For purposes of this agreement, notices shall be sent as follows:

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

Copy to: City of Port Orange
Attention: Public Utilities Department
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5750

Engineer: Kimley-Horn and Associates, Inc.
Attention: Lewis Bryant, Project Manager, Associate
1823 SE Fort King Street, Suite 200
Ocala, Florida 34474
(352) 438-3000 - Telephone
lewis.bryant@kimley-horn.com

3001 Weston Parkway
Cary, North Carolina 27513

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

26. Contract Construction

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail

of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Engineer and the City until the City signs this Agreement.

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

[Remainder of this page intentionally left blank]

Witnesses:

KIMLEY-HORN AND ASSOCIATES, INC.

Emily Woerber
Printed Name: Emily Woerber

By: [Signature]
John C. Atz, CEO, President, Director

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.

Stewart Hill
Printed Name: Stewart Hill

Date: 03/17/2015

STATE OF FLORIDA
COUNTY OF MARION

Richard V. Busche, P.E., CFM
Vice President
Kimley-Horn and Associates, Inc.

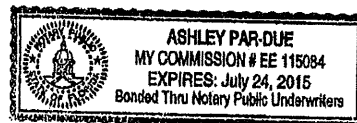
The foregoing instrument was acknowledged before me this 17th day of March, 2015, by John C. Atz, as CEO, President, Director of Kimley-Horn and Associates, Inc. a Florida corporation, and who:
Richard V. Busche, Vice President

(Notary: Please select one)

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

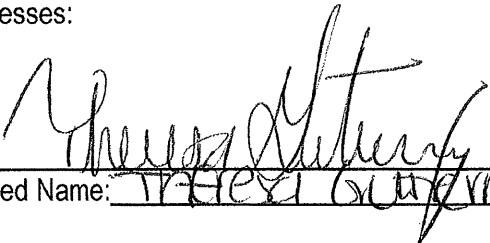
[Signature]
Notary Public, State of Florida

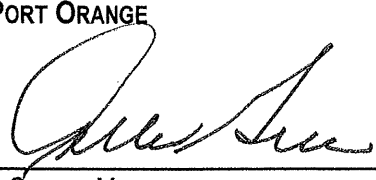
Printed, typed or stamped name, commission and expiration:

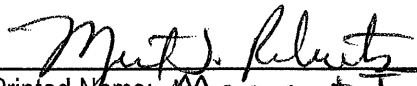


Witnesses:

CITY OF PORT ORANGE


Printed Name: Theresa Gutierrez

By: 
Allen Green, Mayor

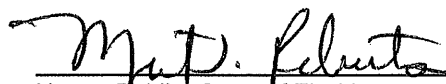

Printed Name: Margaret T. Roberts

Date: March 17, 2015

STATE OF FLORIDA
COUNTY OF VOLUSIA

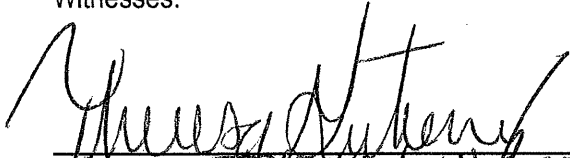
The foregoing instrument was acknowledged before me this 17th day of March, 2015, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



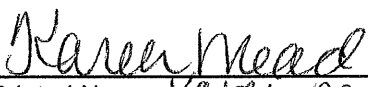

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:


Printed Name: Theresa Gutierrez

By: 
Robin L. Fenwick, CMC, City Clerk

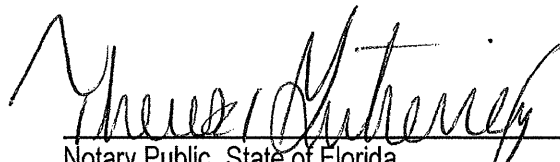

Printed Name: Karen Mead

Date: March 17, 2015

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 17th day of March 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 4621]

TASK AUTHORIZATION NO. ____
Standard Contract for Services dated ____
Between the City of Port Orange, Florida and ____

THIS Task Authorization is entered into by and between the CITY OF PORT ORANGE, FLORIDA, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and _____, a _____ corporation with its principal place of business at _____ ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Standard Contract for Services dated _____, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to _____ as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "A."
3. Contractor shall complete the services to be provided herein within _____ days of the date of written notice by the City to the Contractor.
4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "____" attached hereto and made a part hereof for all purposes, subject to a limit up to but not to exceed \$_____. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
5. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as Task Authorization Exhibit "B," and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor's expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less than the contract sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Task Authorization No. ____.
6. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses: _____

By: _____
Printed Name: _____ Printed Name: _____
Title: _____

Printed Name: _____ Date: _____

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____ By: _____
Allen Green, Mayor

Printed Name: _____ Date: _____

Witnesses: ATTEST:

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

Printed Name: _____ Date: _____

[CA ____]

Kimley»Horn

RATE SCHEDULE

Clerical	\$ 60.00 - \$ 90.00
Technical	\$ 65.00 - \$160.00
Professional	\$ 90.00 - \$165.00
Senior Professional	\$165.00 - \$230.00
Principal	\$230.00 - \$265.00

*These rates are effective through 6/30/2015.

EXHIBIT "2"



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 No. **CA4621**
☐ Piggyback Agreement CA No. _____
☐ Purchase Order No. _____

Term From: **March 17, 2020**

To: **March 16, 2021**

Attached:

- ☐ Updated Bond ☐ Insurance Certificate/City as additional insured, Waiver of Subrogation WC

NO ☐ We do not desire to renew this agreement for another term.

Verify your records by providing the following information:

Name of Company / Organization: Kimley Horn and Associates Inc.

Name of Contact Person: Malcolm Lewis Bryant

Mailing Address: 101 E Silver Springs Boulevard, Suite 400, Ocala, FL 34470

Email Contact Address: lewis.bryant@kimley-horn.com

Phone: (352) 438-3000 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: Malcolm L. Bryant

Signature

Date: 2/11/2020

For City Use Only:

Department completes the following:

- ☒ Renewal Accepted ☐ Bond attached
☒ Insurance attached OR ☐ Insurance waived per Agreement

Agreement Expiration: March 16, 2021

City Manager: M.H.

Date: 2.25.2020

Please return to the City of Port Orange as follows:

Department: Department of Public Works & Utilities

Telephone: 386-506-5596

Contact: Kynah Cockcroft, Sr. Administrative Assistant

Fax: _____

Email: kcockcroft@port-orange.org

Original Signed Form Must Be Returned to the City Clerk

TASK AUTHORIZATION NO. 16
Master Contract for Engineering Services dated March 17, 2015
Between the City of Port Orange, Florida and Kimley-Horn and Associates, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **Kimley-Horn and Associates, Inc.**, a North Carolina corporation registered to transact business in Florida, whose principal address is 3001 Weston Parkway, Cary, North Carolina 27513 ("Engineer"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract for Engineering Services dated March 17, 2015, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and, in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. The Public Works & Utilities Director, Lynn Stevens, shall perform contract administration for this **Task Authorization No. 16** and can be reached at (386) 506-5750.
3. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to the **Develop the Consumptive Use Permit Submittal**; as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization No. 16 Exhibit "A."
4. Engineer shall substantially complete the services to be provided herein within twenty-four months from the issuance of a written Notice to Proceed.
5. In return for the services identified above, the City agrees to compensate Engineer at the prices set forth in Task Authorization No. 16, Exhibit "A" attached hereto and made a part hereof for all purposes, subject to a limit up to but not to exceed **one-hundred, twenty-nine thousand, seven hundred dollars and zero cents (\$129,700.00)**. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
6. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

KIMLEY-HORN AND ASSOCIATES, INC.

Printed Name: _____ By: _____
Malcolm L. Bryant, PE, Vice President

Date: _____

Printed Name: _____

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____ By: _____
Donald O. Burnette, Mayor

Printed Name: _____ Date: _____

Witnesses:

ATTEST:

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

Printed Name: _____ Date: _____

[CA 4621]