



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

NOVEMBER 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 Rev. Diane Langworthy of United Church of Christ
2. Pledge of Allegiance
3. Roll Call

B. PROCLAMATIONS & RECOGNITION

4. Awards ceremony for Police Department
5. Purple Heart City Proclamation

C. CONSENT AGENDA

6. Public Comments on Consent Agenda Items Only
7. Agenda Approval
8. Approval of Minutes
 - a. November 4, 2020 - Regular City Council Meeting
 - b. November 10, 2020 - Special City Council Meeting
9. Bid Awards and Contract Items
 - a. Award of Contract to AG Pifer for ITB 20-15 Parks Maintenance building
 - b. Approval of Change Order #2 to Task Authorization #10 to DJ Design Contract for Interior Design Services for the REC
 - c. Approval of Seventh Amendment to Agreement Between the City of Port Orange and the County of Volusia Regarding the Provision of Fire Suppression Services to a Certain Service Area
10. Resolution No. 20-22 - Approval of Grant Agreement for \$225,840 from U.S. Department of Housing and Urban Development Community Development Block

Grant Coronavirus Funds

11. Resolution No. 20-65 - Budget Appropriation - FY20 Budget Execution Review - Final Year End True-Up
12. Resolution No. 20-67 - Correction/Appropriation for FY21 Operating and Capital Budget
13. Resolution No. 20-69 - Budget Resolution to appropriate funds for the CDBG-CV Grant Award
14. Resolution No. 20-70 - Partial Easement Vacation - Lot 23 of Waters Edge Phase XII (6831 Forkmead Lane)

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

E. COUNCIL COMMENTS

15. Comments/Concerns from Council Members

F. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

16. Citizen Advisory Committee for TPO

G. REGULAR AGENDA

17. First Reading - Ordinance No. 2020-38 - Animal Control Ordinance Amendment - Re: Adequate Shelter and Anti-tethering
18. Approval of Amended YMCA Waiver and Deferral Letter
19. Feral Cat Program Update
20. Approval of RFP for Executive Search Firm for City Manager Recruitment

H. ADDITIONAL ITEMS

21. City Attorney
22. City Manager

I. COUNCIL COMMITTEE REPORTS

23. City Council Committee Reports
 - a. ArtHaus
 - b. First Step Shelter
 - c. Port Orange/South Daytona Chamber of Commerce
 - d. Roundtable of Elected Officials

J. ADJOURNMENT

NOTICES – PURSUANT TO SECTION 286.0105 OF THE FLORIDA STATUTES, IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COUNCIL 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 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
NOVEMBER 4, 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 Ken Sharp of High Point Pentecostal Church

Pledge of Allegiance

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

4. Public Comments on Consent Agenda Items Only

Robert Reinhausen, citizen, spoke regarding his concerns on Resolution No. 20-64. It seems there is a surplus based on the grant funds being received.

5. Agenda Approval

Mayor Burnette pulled Item #12 for Staff to discuss changes made to the proposed funding and added Item #18a - City Manager status.

Motion to approve the Agenda as amended was made by Council Member Scott Stiltner and Seconded by Vice Mayor Drew Bastian. Motion carried unanimously by roll call vote.

6. Approval of Minutes

- a. October 20, 2020 - Regular City Council Meeting
- b. October 27, 2020 - City Council Workshop

7. Bid Awards and Contract Items

- a. Approval of Interlocal Agreement Between City of Port Orange and City of New Smyrna Beach relating to the Police Training Range.
- b. Approval of Change Order No 1 to SanPik, Inc. Standard Contract for Services (CA7027) for Sweetwater Hills Drainage Improvements

8. Resolution 20-56- Ratifying and Accepting \$77,296 from Florida Department of Law Enforcement for the Federal Fiscal Year 2020 Coronavirus Emergency Supplemental Funding

9. Resolution No. 20-57- Approval of Grant Agreement for \$80,000 from Florida Inland Navigation District for Phase I Design, Riverwalk Park South, Water Related Features

10. Resolution No. 20-61 - Budget Appropriation For FDLE Grant Resolution 20-56, FIND Grant Resolution No. 20-57, and VOCA Grant - Resolution No. 20-62

11. Resolution No. 20-62 - Ratifying and Accepting \$89,439 for 2020-2021 Victims of Crime Act (VOCA) Grant

12. Resolution No. 20-63 - Parks and Recreation - Budget Transfer Request - Capital Projects from Project QPC081 to QPI202

13. Resolution No. 20-64 - Amending the Subrecipient Agreement Budget to \$2,256,352 from Volusia County for CARES Act Coronavirus Relief Fund Municipal Subrecipient Program

Motion to approve the Consent Agenda as amended (minus Item #12) was made by Vice Mayor Drew Bastian and Seconded by Council Member Marilyn Ford. Motion carried unanimously by roll call vote.

Item #12 - Mayor Don Burnette read Resolution No. 20-63.

RESOLUTION NO. 20-63

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROPRIATING CAPITAL FUNDS FOR THE FISCAL YEAR 2021 BUDGET; TO REDESIGNATE FUNDS IN THE AMOUNT OF \$95,000 IN THE GENERAL CAPITAL REPLACEMENT FUND (317) FROM PROJECT QPC081- NORTH PIER CAUSEWAY DOCK AND PROJECT QPC073 LAKESIDE HVAC TO PROJECT QPI202- PARKS MAINTENANCE EQUIPMENT STORAGE BUILDING AND; SETTING FORTH REVENUES AND EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

Scott Neils, Finance Director, provided details on the changes being requested to the Resolution that was previously presented with the agenda packet.

Motion to adopt Resolution No. 20-63 was made by Vice Mayor Drew Bastian and Seconded by Council Member Marilyn Ford. Motion carried unanimously by roll call vote.

CITIZEN PARTICIPATION (Non-Agenda – 20 minutes)

Mr. Reinhausen spoke regarding the advertising for the golf course management company. He suggested a contract with level of performance standards with increased payments based on exceeding those standards.

COUNCIL COMMENTS

14. Comments/Concerns from Council Members

Vice Mayor Drew Bastian spoke regarding the status of the Fire Transport Program. He believes Port Orange is the only part time program for those cities with a program in place. He asked for a report from the Fire Chief to possibly consider moving to full time.

Mayor Don Burnette asked for information regarding the impact on Amendment #2 (minimum wage increase) passing.

PUBLIC HEARING

15. Second Reading - Ordinance No. 2020-36 - LDC Amendment/Chapter 3 - Neighborhood Meetings (Case No. 20-25000006)

Mayor Don Burnette read Ordinance No. 2020-36.

ORDINANCE NO. 2020-36

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE LAND DEVELOPMENT CODE CHAPTER 3, ARTICLE I RELATING TO CODE ADMINISTRATION ESTABLISHING REGULATIONS FOR NEIGHBORHOOD MEETINGS TO BE PART OF THE DEVELOPMENT REVIEW PROCESS FOR SPECIFIC DEVELOPMENT APPLICATIONS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2020-36 was made by Vice Mayor Drew Bastian and Seconded by Council Member Scott Stiltner. Motion carried 4-1 by roll call vote with Council Member Chase Tramont voting no.

16. Second Reading - Ordinance No. 2020-37 - Amending Chapter 54, Article V, Police Pension Fund, Section 54-139, Internal Revenue Code Compliance

Mayor Don Burnette read Ordinance No. 2020-37.

ORDINANCE NO. 2020-37

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 54, ARTICLE V, POLICE PENSION FUND, SECTION 54-139, INTERNAL REVENUE CODE COMPLIANCE, TO PROVIDE FOR COMPLIANCE WITH THE SECURE ACT; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2020-37 was made by Vice Mayor Drew Bastian and Seconded by Council Member Scott Stiltner. Motion carried unanimously by roll call vote.

ADDITIONAL ITEMS

17. City Attorney

There was nothing further.

18. City Manager

There was nothing further from the City Manager.

a. City Manager Status

Mayor Don Burnette announced the City Manager has submitted his resignation effective December 11, 2020. He asked Council to consider and begin discussions to appoint an Interim City Manager and the way forward to hire a City Manager. He called a Special Meeting to discuss the replacement process and appointment of an interim. Council agreed to meet Tuesday, November 10, 2020 at 6:00 p.m. with a Shade Meeting immediately thereafter.

COUNCIL COMMITTEE REPORTS

19. City Council Committee Reports

a. River to Sea TPO - There was nothing new to report.

b. General Employees' Pension Board - There was nothing new to report.

ADJOURNMENT - 7:00 p.m.

Attest:

Mayor Donald O. Burnette

Robin Fenwick, MMC
City Clerk

SPECIAL CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
NOVEMBER 10, 2020

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

Silent Invocation

Pledge of Allegiance

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

4. Interim City Manager Appointment & Selection Process for New City Manager

Mayor Don Burnette opened the meeting with details of the duties before Council tonight.

Ken Parker, Senior Advisor ICMA, provided options to Council regarding the selection process for a new City Manager, as well as the appointment of an interim, and answered questions from Council.

Jamie Miller, Administrative Services Director, provided further details regarding the processes and market data relating to salaries.

Council supports an internal Interim City Manager while they move forward with the selection process for a new City Manager.

Mayor Don Burnette believes Jamie Miller could be precluded based on her workload with the recruitment of a new City Manager, labor negotiations, and other duties.

Jake Johansson, City Manager, provided options and feedback for Council's consideration for Interim City Manager.

Motion to appoint Assistant City
Manager Alan Rosen as the Interim City
Manager upon the City Manager's

departure was made by Council Member Chase Tramont and seconded by Council Member Marilyn Ford. Motion carried unanimously by roll call vote.

Council supports hiring an outside firm to work through the recruitment process without using a citizen advisory committee at this time. Council will develop their expectations and possibly use a citizen committee to vet through applications at a later date.

ADJOURNMENT - 7:36 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, MMC
City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/17/2020

Consent item: Yes

SUBJECT: (C9a) Award of Contract to AG Pifer for ITB 20-15 Parks Maintenance building

DEPARTMENT: Parks & Recreation

GOAL:

RECOMMENDED MOTION: Move to approve contract award to AG Pifer and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: On October 6, 2020 ITB 20-15 was opened and we received three response bids to construct the maintenance storage building at City Center. The lowest most responsive bidder is AG Pifer with a bid of \$157,708. The current outdoor storage barn is beyond repairs and a building is needed to secure the equipment and supplies for the parks department serving the central and west side of the city. This building is also paramount to house athletic equipment during the closure of the rec.

Funding is available in QPI 202 and staff recommends approval

Project No.: QPI202 Funding Account No.:

Presenter: Susan Lovallo

ATTACHMENTS:

1.	AG Pifer Construction Co Inc Standard Contract for Services	AG Pifer Construction Co Inc Standard Contract for Services.pdf
2.	ITB 20 -15 BID TABULATION (10.6.2020)	ITB 20 -15 BID TABULATION (10.6.2020).xlsx
3.	ITB #20-15 AG Pifer Construction Co., Inc.response	ITB #20-15 AG Pifer Construction Co., Inc.response.pdf
4.	ITB 20-15 PARKS MAINTENANCE RENOVATIONS EQUIPMENT STORAGE FINAL (8.26.20)	ITB 20-15 PARKS MAINTENANCE RENOVATIONS EQUIPMENT STORAGE FINAL (8.26.20) .pdf
5.	ITB 20-15 Addendum No.1 FINAL (9.24.20)	ITB 20-15 Addendum No.1 FINAL (9.24.20).pdf
6.	ITB 20-15 NOTICE OF INTENT TO AWARD draft 2 (11.4.2020)	ITB 20-15 NOTICE OF INTENT TO AWARD draft 2 (11.4.2020).docx

Susan Lovallo	Created/Initiated - 10/15/2020
Susan Lovallo	Approved - 10/15/2020
Sandy Woodman	Approved - 10/15/2020
Lupe Reyna-Coffin	Approved - 10/16/2020
Scott Neils	Approved - 10/16/2020
Matthew Jones	Approved - 11/5/2020
Jake Johansson	Approved - 11/6/2020
Robin Fenwick	Final Approval - 11/6/2020



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 **A.G. PIFER CONSTRUCTION CO., INC.**, a Florida corporation whose principal address is 3629 Old DeLand Road, Daytona Beach, Florida 32124 ("Contractor"). The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide to the City, Parks Maintenance Renovation Equipment Storage, pursuant to Intent to Bid 20-15 ("ITB 20-15"). This Contract together with ITB 20-15, Addendum No. 1, and Contractor's proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference shall constitute the formal written contract between the City and Contractor. For convenience, Section 3, Scope of Services, of ITB 20-15, Addendum No. 1, and the Bid Tabulation as submitted by Contractor in Contractor's Proposal, are attached hereto as **Exhibit "1"**. A complete copy of ITB 20-15, Addenda, and Contractor's Proposal are available in the Office of the City Clerk. Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

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

Term: This term of this Contract shall become effective on the last date the Contract is signed by the Parties ("Effective Date"). Work shall commence upon issuance of a written Notice to Proceed and shall be substantially complete in 40 days, with final completion 20 days thereafter ("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 Notice to Proceed and a written Purchase Order issued by the City 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 pricing set forth in Exhibit "1," attached hereto, in an amount not to exceed One Hundred Fifty-Seven Thousand Seven Hundred Eight and 00/100 Dollars (\$157,708.00). 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. Contract Documents. The following forms, attached as Exhibit "2," are an integral part of this Contract and must be completed, signed, witnessed and notarized as indicated and returned with the signed Contract:
- a. Front Page for Bond (F.S. § 255.05)
 - b. Combination Payment and Performance Bond (F.S. § 255.05)
4. Contract Administration. The Parks and Recreation Director, Susan Lovallo, shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."
5. Liens. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.
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 23 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. In the event of default by the contractor, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

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 required by the City to perform the service.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.

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

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.0701, Florida Statutes.

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

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, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions. Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

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. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City

no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Contractor or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

Standard Insurance Requirements											
	Insurance	Standards	Additional Requirements								
☒	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit.	<table><tr><td><u>Contract Amount</u></td><td><u>Limits</u></td></tr><tr><td>Up to \$10 million</td><td>Statutory/\$500,000</td></tr><tr><td>\$10 - \$20 million</td><td>Statutory/\$1,000,000</td></tr><tr><td colspan="2">Contracts over \$20 million To Be Determined by the City.</td></tr></table>	<u>Contract Amount</u>	<u>Limits</u>	Up to \$10 million	Statutory/\$500,000	\$10 - \$20 million	Statutory/\$1,000,000	Contracts over \$20 million To Be Determined by the City.		☐ 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.
<u>Contract Amount</u>	<u>Limits</u>										
Up to \$10 million	Statutory/\$500,000										
\$10 - \$20 million	Statutory/\$1,000,000										
Contracts over \$20 million To Be Determined by the City.											
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 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 owned, hired and non-owned automobiles.	Limits: Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
Additional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	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 Agreement 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	
☐	Installation Floater (IT)	Limits: Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	Limits: Coverage - \$1,000,000	
☐	Errors and Omissions	Limits: Coverage - \$1,000,000	
☐	Umbrella Policy	Limits: Coverage - \$ <u>To be determined.</u>	
☒	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$25,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods under \$25,000.00.		

13. A Contract for the purchase of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

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

15. Modifications or Changes to this Contract

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

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

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

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

16. Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract

to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

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

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

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

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

20. Inspection

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

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

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered

prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

21. Liability for Loss or Damage.

(a) 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.

(b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by City.

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

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

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

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

23. Disputes. The 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 Agreement. 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, MMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

24. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely

affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

25. Controlling Law. THIS 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.

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

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

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

City:	City of Port Orange Attention: City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Copy to:	City of Port Orange Attention: Susan Lovallo, Parks and Recreation Director 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5852
Contractor:	A.G. Pifer Construction Co., Inc. Attention: Anthony Gregg Pifer, President 3629 Old DeLand Road Daytona Beach, Florida 32124 (386) 257-4448 – Telephone (386) 257-5503 – Facsimile AGPiferInc@gmail.com

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

29. Contract Construction

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

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

[Remainder of this page intentionally left blank]

A.G. PIFER CONSTRUCTION CO., INC.

Witnesses:

By: _____

Anthony Gregg Pifer, 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 VOLUSIA

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2020, by Anthony Gregg Pifer, as President of A.G. Pifer Construction Co., 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:

EXHIBIT "1"

Contractor's Schedule to Unit Prices, Scope of Work
and Addendum No. 1

Consisting of 5 Pages



"ATTACHMENT 1" ITB 20-15 SCHEDULE OF UNIT PRICING
BID FORM
CITY OF PORT ORANGE
ITB 20-15

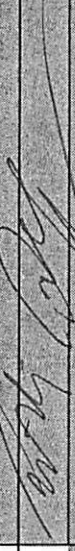
PARKS MAINTENANCE RENOVATIONS EQUIPMENT STORAGE

Completed "Attachment 1" Schedule of Unit Pricing Bid 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 electronically.

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

NAME OF BUSINESS:	A.G. Pifer Construction Co. Inc.
CONTACT PERSON:	William DeMattia
EMAIL ADDRESS:	AGPifermc@gmail.com
AUTHORIZED SIGNATURE:	

ITEM	DESCRIPTION	UOM	QNTY	UNIT PRICE	EXTENDED AMOUNT
1	CONCRETE PAD PER SPECIFICATIONS	EA	1	\$29,640	\$29,640
ITEM	DESCRIPTION	UOM	QNTY	UNIT PRICE	EXTENDED AMOUNT
2	30' x 100' x 14' STEEL BUILDING PER SPECIFICATIONS	EA	1	\$128,068	\$128,068
				TOTAL BASE BID	\$157,707 \$157,708
3	Number of days to complete project upon receipt of Notice to Proceed:	150 DAYS			
4	Shall warranty all materials and labor for:	1 YEAR			
5	Shall warranty all workmanship for:	1 YEAR			
6	Shall warranty the building panels for:	25 YEARS			
7	Shall warranty the building roof and frame from rust through for:	20 YEARS			

SECTION 3 – SCOPE OF WORK

PROJECT DESCRIPTION:

The City of Port Orange is soliciting sealed bids for the creation of a 3,000 sq. ft concrete pad and the purchase and installation of a metal building.

SPECIFICATIONS

1. Concrete Pad

- a. Location: 4655 City Center Circle, Port Orange, FL 32129
- b. Barricade all active work areas during and after the project.
- c. 4" slab with 12" footing that goes around the entire perimeter
- d. Minimum of 2500 PSI
- e. Two (2) #5 rebar continuous in footer
- f. Finished foundation size is 30'X100'.

2. Metal Building

- a. Location: 4655 City Center Circle, Port Orange, FL 32129
- b. Barricade all active work areas during and after the project.
- c. Size: 30' x 100' x 14'
- d. Two (2) - Full sides with Horizontal Sheeting
- e. One (1) - Full End with Horizontal Sheeting
- f. One (1) - Full End with Horizontal Sheeting
- g. Vertical Roof with 6" overhang (Roof shall include Hat Channels & Ridge Cap)
- h. Roof Material: Heavy Duty 26-gauge galvanized steel roof and wall sheeting
- i. Frame Material: Heavy Duty 14-gauge Galvanized Steel
- j. Three (3) 12' x 12' Heavy Duty lockable roll up doors with Chain Hoist
- k. Three (3) Roll up door side frames
- l. Three (3) Header seals for roll up door
- m. Two (2) Heavy-Duty walk-through doors with key lock 36" x 80" certified solid
- n. Six (6) 30" x 30" high impact single hung windows
- o. The contractor shall provide two (2) sets of AS BUILT stamped drawings
- p. Certified to 180mph winds
- q. All concrete anchors per manufacturer specifications
- r. Engineer Certified to meet Florida Hurricane wind code requirements

[Remainder of this page left intentionally blank]

Site Picture



END OF SPECIFICATIONS

[Remainder of page left intentionally blank]



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5717
purchdiv@port-orange.org

ADDENDUM NO. # 1

September 24, 2020

ITB #20-15 Parks Maintenance Renovations Equipment Storage

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated September 1, 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:

1. Scope of Work for Concrete Pad:

- a. The City is responsible for removing the existing structure.
- b. The Contractor is responsible for all Concrete Pad site preparation after the existing structure is removed.

B. CHANGES TO SPECIFICATIONS:

The following new specifications are now part of the Metal Building Scope of Work:

3. Electrical

- a. One (1) 100AMP Service Panel with twenty-four (24) breakers.
- b. 20-amp Tamper/Water Resistant Outlets- One (1) every ten (10) feet along 100-foot walls. Twenty (20) outlets total.
- c. Eight (8) Exterior LED Motion Sensor Security Lights: All four (4) corners must have one (1) light. The other four (4) lights must be spaced on each side of the building approximately thirty-three (33) feet from each corner.
- d. Five (5) Bay rated LED Lights with min. 35000lm each- One (1) every twenty (20) feet along ceiling.
- e. All wiring and conduit must meet City of Port Orange Codes.
- f. All electrical must be performed by licensed electrician(s).

C. QUESTIONS AND ANSWERS:

Question 1: Other than the 1 site drawing. are there more drawings being provided?

Answer: No other drawings are being provided by the City.

Question 2: What is the size of the building?

Answer: The size of the building is: 30' x 100' x 14'.

Question 3: Will the new building have the same footprint as the current standing structure?

Answer: Yes, it will be the same footprint.

Question 4: Will all permit costs be the responsibility of the General Contractor?

Answer: Yes, and the General Contractor is responsible for their subcontractors.

Question 5: Will there be 20- or 25-foot increments on the bay opening?

Answer: Discretion is up to the General Contractor.

Question 6: Will the structure be galvanized?

Answer: Yes, Roof Material: Heavy Duty 26-gauge galvanized steel roof and wall sheeting and Frame Material: Heavy Duty 14-gauge Galvanized Steel.

Question 7: Will there be any predetermined area for staging?

Answer: Yes, we will work with the General Contractor when that time comes to determine a staging area. All active work areas during and after the project are to be barricaded.

Question 8: Does the City want the overhang at 4 foot?

Answer: Please see Page 12 of the solicitation. "Vertical Roof with 6" overhang (Roof shall include Hat Channels & Ridge Cap)".

Question 9: Does the City want gutters and down spouts?

Answer: They are not necessary.

Question 10: Is the new building a replacement for the building that was there?

Answer: Yes

Question 11: Regarding location, are we talking about off of Oak Street?

Answer: No. Per the Scope of Work, page 12, the site address is 4655 City Center Circle, Port Orange, FL 3212.

Question 12: Is a bid bond required for the project?

Answer: A bid bond is not required for the project.

In all other respects, except as specifically stated herein, the subject ITB #20-15 Parks Maintenance Renovations Equipment Storage remains unchanged.

END OF ADDENDUM NO. #1

Joseph Castro

Buyer

jcastro@port-orange.org

EXHIBIT "2"

Payment and Performance Bond

Consisting of 4 Pages

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

PAYMENT AND PERFORMANCE BOND

(Public Works)

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

BOND NO. _____

PRINCIPAL:

Developer or Contractor: A.G. Pifer Construction Co., Inc.
Principal Business Address: 3629 Old DeLand Road
Daytona Beach, Florida 32124
Contact Person: Anthony Gregg Pifer, President
Phone Number: (386) 257-4448

SURETY:

Address: _____

Contact Person: _____
Phone Number: _____

OWNER:

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

Amount: \$157,708.00 City Project Number: ITB 20-15 Parks Maintenance Renovation Equipment Storage

Description of Work: Parks Maintenance Renovation Equipment Storage

Project Location: Portion of 1000 City Center Circle, Port Orange, Volusia County, Florida

Legal Description: Portion of 1000 City Center Circle, Port Orange, Volusia County, Florida
See Attached Exhibit "A"

Front Page

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

**City of Port Orange City Hall
1000 City Center Circle, Port Orange, FL 32129**

**Full Parcel ID:
08-16-33-00-06-0010**

**Short Parcel ID:
6308-00-06-0010**

**Legal Description:
A portion of the Parcel ID listed above.**

EXHIBIT "A"

ITB 20-15 Parks Maintenance Renovation Equipment Storage

Bond No. _____

COMBINATION PAYMENT AND PERFORMANCE BOND FOR PUBLIC CONSTRUCTION

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

BY THIS BOND, We, **A.G. Pifer Construction Co., Inc.**, as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of **ONE HUNDRED FIFTY SEVEN THOUSAND SEVEN HUNDRED EIGHT AND 00/100 DOLLARS (\$157,708.00)**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

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

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.05(2), (8) and (10), Florida Statutes.

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

IN WITNESS WHEREOF, this performance and payment bond is executed and shall be deemed an original, this _____, day of _____, 2020.

Attest:

A.G. PIFER CONSTRUCTION CO., INC.
(Principal)

(As to Corporate Principal) Secretary

By: _____
Anthony Gregg Pifer, President

(Witness to Principal)

(Corporate Seal)

(Witness to Surety)

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

(Corporate Seal)

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

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



OPENING DATE/TIME October 6, 2020 @ 2:30PM
BID TABULATION
ITB 20-15
PARKS MAINTENANCE RENOVATIONS EQUIPMENT STORAGE

APM CONSTRUCTION CORP.

ITEM	DESCRIPTION	UOM	QNTY	UNIT PRICE	EXTENDED AMOUNT
1	CONCRETE PAD PER SPECIFICATIONS	EA	1	\$28,000	\$28,000
ITEM	DESCRIPTION	UOM	QNTY	UNIT PRICE	EXTENDED AMOUNT
2	30' x 100' x 14' STEEL BUILDING PER SPECIFICATIONS	EA	1	\$148,300	\$148,300
				TOTAL BASE BID	\$176,300
3	Number of days to complete project upon receipt of Notice to Proceed:	DAYS 120			
4	Shall warranty all materials and labor for:	DAYS MONTHS 1 YEARS			
5	Shall warranty all workmanship for:	DAYS MONTHS 1 YEARS			
6	Shall warranty the building panels for:	DAYS MONTHS YEARS 20			
7	Shall warranty the building roof and frame from rust through for:	DAYS MONTHS YEARS 20			
Required Forms Submitted:		YES			
Responsive & Responsible Bidder:		YES			

A.G. PIFER CONSTRUCTION INC.

ITEM	DESCRIPTION	UOM	QNTY	UNIT PRICE	EXTENDED AMOUNT
1	CONCRETE PAD PER SPECIFICATIONS	EA	1	\$29,640	\$29,640
ITEM	DESCRIPTION	UOM	QNTY	UNIT PRICE	EXTENDED AMOUNT
2	30' x 100' x 14' STEEL BUILDING PER SPECIFICATIONS	EA	1	\$128,068	\$128,068
				TOTAL BASE BID	\$157,708
3	Number of days to complete project upon receipt of Notice to Proceed:	DAYS 150			
4	Shall warranty all materials and labor for:	DAYS MONTHS YEARS 1			
5	Shall warranty all workmanship for:	DAYS MONTHS YEARS 1			
6	Shall warranty the building panels for:	DAYS MONTHS YEARS 25			
7	Shall warranty the building roof and frame from rust through for:	DAYS MONTHS YEARS 20			
Required Forms Submitted:		YES			
Responsive & Responsible Bidder:		YES			

PAUL CULVER CONSTRUCTION INC.

ITEM	DESCRIPTION	UOM	QNTY	UNIT PRICE	EXTENDED AMOUNT
1	CONCRETE PAD PER SPECIFICATIONS	EA	1	\$45,000	\$45,000
ITEM	DESCRIPTION	UOM	QNTY	UNIT PRICE	EXTENDED AMOUNT
2	30' x 100' x 14' STEEL BUILDING PER SPECIFICATIONS	EA	1	\$167,263	\$167,263
				TOTAL BASE BID	\$212,263
3	Number of days to complete project upon receipt of Notice to Proceed:	DAYS 120			
4	Shall warranty all materials and labor for:	DAYS MONTHS YEARS 1			
5	Shall warranty all workmanship for:	DAYS MONTHS YEARS 1			
6	Shall warranty the building panels for:	DAYS MONTHS YEARS 25			
7	Shall warranty the building roof and frame from rust through for:	DAYS MONTHS YEARS 25			
Required Forms Submitted:		YES			
Responsive & Responsible Bidder:		YES			

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

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

PARKS MAINTENANCE RENOVATIONS EQUIPMENT STORAGE

ITB #20-15



City of Port Orange Purchasing Division

Prepared by: Joseph Castro, Buyer

Release Date: September 1, 2020

Bid Due Date & Time: October 6, 2020 at 2:30 P.M.

City of Port Orange, Florida

1000 City Center Circle

Port Orange, FL 32129

(386) 506-5740

purchdiv@port-orange.org

www.port-orange.org

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 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: A. G. Pifer Construction Co., Inc
Name of Business
Authorized Signature
10/06/2020
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):

A. G. Pifer Construction Co., Inc

3629 Old Deland Rd

NAME OF BUSINESS

MAILING ADDRESS

Daytona Beach, FL 32124

AUTHORIZED SIGNATURE

CITY, STATE & ZIP CODE

Anthony Gregg Pifer, President

386-257-4448 / 386-257-5503

NAME, TITLE, TYPED

TELEPHONE NUMBER / FAX NUMBER

59-2986219

AGPiferInc@gmail.com

FEDERAL IDENTIFICATION #

E-MAIL ADDRESS

STATE OF Florida COUNTY OF Volusia

The foregoing instrument was acknowledged before me this day of 6th October, 2020 by Anthony Gregg Pifer, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires: 07/24/2023

Nina Pedersen
Notary Public

Notary Public State of Florida
Nina Pedersen
My Commission GG 358499
Expires 07/24/2023

This document must be completed and returned with your Submittal

ITB #20-15 Parks Maintenance Renovations Equipment Storage

Page 45 of 74

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: 09/24/2020 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.”

A. G. Pifer Construction Co., Inc

Name of Business

By:

Printed Name: Anthony Gregg Pifer

Title: President

STATE OF Florida
COUNTY OF Volusia

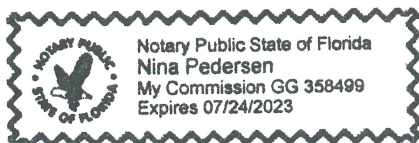
Sworn to (or affirmed) and subscribed before me this 6th day of October, 2020, by
Anthony Gregg Pifer, as President of
(NAME) (TITLE)

A. G. Pifer Construction Co., Inc and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

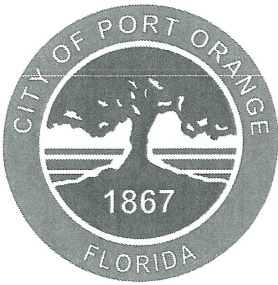


Nina Pedersen

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5717
purchdiv@port-orange.org

ADDENDUM NO. # 1

September 24, 2020

ITB #20-15 Parks Maintenance Renovations Equipment Storage

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated September 1, 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:

1. Scope of Work for Concrete Pad:

- a. The City is responsible for removing the existing structure.
- b. The Contractor is responsible for all Concrete Pad site preparation after the existing structure is removed.

B. CHANGES TO SPECIFICATIONS:

The following new specifications are now part of the Metal Building Scope of Work:

3. Electrical

- a. One (1) 100AMP Service Panel with twenty-four (24) breakers.
- b. 20-amp Tamper/Water Resistant Outlets- One (1) every ten (10) feet along 100-foot walls. Twenty (20) outlets total.
- c. Eight (8) Exterior LED Motion Sensor Security Lights: All four (4) corners must have one (1) light. The other four (4) lights must be spaced on each side of the building approximately thirty-three (33) feet from each corner.
- d. Five (5) Bay rated LED Lights with min. 35000lm each- One (1) every twenty (20) feet along ceiling.
- e. All wiring and conduit must meet City of Port Orange Codes.
- f. All electrical must be performed by licensed electrician(s).

C. QUESTIONS AND ANSWERS:

Question 1: Other than the 1 site drawing, are there more drawings being provided?

Answer: No other drawings are being provided by the City.

Question 2: What is the size of the building?

Answer: The size of the building is: 30' x 100' x 14'.

Question 3: Will the new building have the same footprint as the current standing structure?

Answer: Yes, it will be the same footprint.

Question 4: Will all permit costs be the responsibility of the General Contractor?

Answer: Yes, and the General Contractor is responsible for their subcontractors.

Question 5: Will there be 20- or 25-foot increments on the bay opening?

Answer: Discretion is up to the General Contractor.

Question 6: Will the structure be galvanized?

Answer: Yes, Roof Material: Heavy Duty 26-gauge galvanized steel roof and wall sheeting and Frame Material: Heavy Duty 14-gauge Galvanized Steel.

Question 7: Will there be any predetermined area for staging?

Answer: Yes, we will work with the General Contractor when that time comes to determine a staging area. All active work areas during and after the project are to be barricaded.

Question 8: Does the City want the overhang at 4 foot?

Answer: Please see Page 12 of the solicitation. "Vertical Roof with 6" overhang (Roof shall include Hat Channels & Ridge Cap)".

Question 9: Does the City want gutters and down spouts?

Answer: They are not necessary.

Question 10: Is the new building a replacement for the building that was there?

Answer: Yes

Question 11: Regarding location, are we talking about off of Oak Street?

Answer: No. Per the Scope of Work, page 12, the site address is 4655 City Center Circle, Port Orange, FL 3212.

Question 12: Is a bid bond required for the project?

Answer: A bid bond is not required for the project.

In all other respects, except as specifically stated herein, the subject ITB #20-15 Parks Maintenance Renovations Equipment Storage remains unchanged.

END OF ADDENDUM NO. #1

Joseph Castro

Buyer

jcastro@port-orange.org

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.

A. G. Pifer Construction Co., Inc

Name of Business

By:

Printed Name: Anthony Gregg Pifer

Title: President

STATE OF Florida

COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 6th day of October, 2020, by
Anthony Gregg Pifer, as President of

(NAME)

(TITLE)

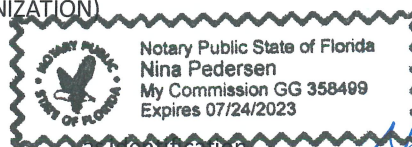
A. G. Pifer Construction Co., Inc and who:

(NAME OF ORGANIZATION)

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.



Nina Pedersen
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

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

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

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

1. The business address of A. G. Pifer Construction Co., Inc (name of Offeror or business) is 3629 Old Deland Rd, Daytona Beach, FL 32124.
2. My relationship to A. G. Pifer Construction Co., Inc (name of Offeror or business) is President (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. ~~There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____ A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)~~

A. G. Pifer Construction Co., Inc
Name of Business
By: _____
Printed Name: Anthony Gregg Pifer
Title: President

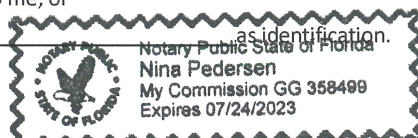
STATE OF Florida
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 6th day of October, 2020, by Anthony Gregg Pifer, as President of A. G. Pifer Construction Co., Inc and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____



Nina Pedersen
Notary Public, State of Florida

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

FORM 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

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

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

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

NAME OF FIRM: A. G. Pifer Construction Co., Inc

SIGNED BY: [Signature]

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

PRINTED SIGNATURE: Anthony Gregg Pifer

TITLE: President

ADDRESS: 3629 Old Deland Rd

Daytona Beach
CITY: STATE: FL ZIP CODE: 32124

386-257-4448
TELEPHONE: FAX: 386-257-5503

COMPLETION TIME: 10/06/2020

F.E.I.N. NUMBER: 59-2986219

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

NO BID (REASON): N/A

This document must be completed and returned with your Submittal

FORM 7.7 – STATEMENT OF VENDOR’S QUALIFICATIONS

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

- A. Name of Vendor. A. G. Pifer Construction Co., Inc
- B. Permanent main office address. 3629 Old Deland Rd, Daytona Beach, FL 32124
- C. Date organized. 12/22/1989
- 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? 31
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) 5
- G. General character of work performed by your company. General Contracting
- 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. Please see attached Qualification Packet
- K. List your major equipment currently owned or leased.
- L. Experience in work similar to this type of project. Please see attached Qualification Packet
- M. Background and experience of the principal members of your organization, including the officers. Attached
- 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? No
- 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.

A. G. Pifer Construction Co., Inc

Name of Business

By:

Printed Name: Anthony Gregg Pifer

Title: President

STATE OF Florida

COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 6th day of October, 2020, by Anthony Gregg Pifer

of A. G. Pifer Construction Co., Inc, as President 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*

Nina Pedersen
Notary Public, State of Florida

Printed, typed or stamped name,
commission and expiration.

Notary Public State of Florida
Nina Pedersen
My Commission GG 358499
Expires 07/24/2023

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

This document must be completed and returned with your Submittal.

(Form 7.8 – Professional References for Previous Experience Page 2)

LISTING OF PREVIOUS EXPERIENCE

Commercial Client List

The bidder proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The City 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 goods or 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.

	Contact Name	Phone	Current Client? Y or N	Number of years service provided	Description of service
1	Please see attached Qualification Packet				
2					
3					

This document must be completed and returned with your Submittal.

QUALIFICATIONS PACKAGE

A.G. PIFER CONSTRUCTION CO. INC.

Table of Contents

Tab 1 Statement of Interest and Introductions

Contains a Statement of Interest signed by Mr. Pifer, President.

Tab 2 Company History

Tab 3 Company Qualifications and Capabilities

Contains statements of the company's ability to perform services of this type.

Tab 4 Financial Stability / Bonding Capacity

Contains a statement of the company's past litigation.

Tab 5 Licenses / Insurance

Contains a copy of all current licenses and insurance forms.

Tab 6 Professional References

Contains a list of references and contract termination information.

A.G. Pifer Construction Co. Inc.
3629 Old Deland Road
Daytona Beach, FL 32124
Phone: (386) 257-4448 | Fax: (386) 257-5503
Email: AGPiferInc@gmail.com
Website: www.agpiferconstruction.com



It is not the beauty of a building you should look at; it is the construction of the foundation that will stand the test of time.

-David Allan Coe

**Bid No:
ITB #20-15**

**City of Port Orange
Purchasing Division
1000 City Center Cir
Port Orange, FL 32129**

**Parks Maintenance Renovations
Equipment Storage**

**Bid Date: 10/06/2020
Bid Time: 2:30 pm**

We would like to thank you for giving us the opportunity and consideration to bid on the Parks Maintenance Renovations Equipment Storage. Please accept this correspondence as our Statement of Interest and introductions for qualifications on this and any construction projects you may have on the horizon.

A.G. PIFER CONSTRUCTION CO. INC. has been providing construction services throughout Volusia County from our office located at 3629 Old Deland Road in Daytona Beach, Florida, since our company's inception on December 22, 1989. Our company currently employs sixteen people total: three experienced Superintendents, three experienced construction Foremen, four Carpenters, three Laborers, two Project Managers, and one Office Manager.

A.G. PIFER CONSTRUCTION CO. INC. is a drug free workplace and all employees are prescreened and can be randomly checked for drug use. We have certified our entire staff with Jessica Lunsford Certification through the Volusia County School Board. All employees are Jessica Lunsford Act approved and all have passed background checks to enable them to work on school board projects. All employees sign and adhere to a strict "code of conduct" or company policy.

A.G. PIFER CONSTRUCTION CO. INC. has the ability to provide Payment and Performance Bonds up to 12 million dollars. The company currently has 2 million dollars in General Liability Insurance coverage and Medical coverage with a 2 million dollar aggregate and an additional umbrella policy bringing our total limit to 5 million dollars. These coverages include all our employees. We have never been denied Builder's Risk, General Liability or Worker's Compensation Insurance for any projects.

We have enjoyed a multitude of projects over the past 31 years of service to the Volusia County area and surrounding counties. Please do not hesitate to call us at: (386) 257-4448 with any questions.

As always, it is an honor and pleasure to be of service to you.

Yours Very Truly,

Anthony Gregg Pifer, President

SERVING VOLUSIA COUNTY FOR 31 YEARS!

Tab 2 Company History

A.G. PIFER CONSTRUCTION CO. INC.

was established as a Corporation in December of 1989, with a small workforce consisting of one laborer and Mr. Pifer as President/Owner and has grown to a competitively sized construction firm with fifteen employees and annual gross sales averaging \$7 to \$8 million dollars. Mr. Pifer proudly started A.G. Pifer Construction Co. Inc. with a Superintendents weekly paycheck of \$360.00 and a lot of prayer.



Original Office 1989

TOP 10 PROJECTS	DESCRIPTION OF WORK	CONTRACT AMOUNT	COMPLETION TIME
1. DLH PORT ORANGE ANNEX	Renovation of the complete building	\$1.95 Million	01/2018-11/2018 (10 Months)
2. PORT ORANGE POLICE EVIDENCE	Complete renovate of the Evidence room	\$350,000	01/2019-05/2019 (5 months)
3. MILL LAKE PARK PHASE 2	New park with 1 mile of sidewalks	\$1.1 Million	07/2017 – 01/2018 (7 months)
4. LIVE OAK CULTURAL CENTER	New Construction	\$2.2 Million	02/2018-3/2019 (6 months)
5 SILVER SAND CONDOS	Complete Renovation	\$380 Thousand	02/2018-06/2018 (4 months)
6. MUSSLEWHITE RESIDENCE	Complete Renovation of existing Home	\$575 Thousand	12/2018-05/2019 (6 months)
7. VOTRAN ADA BUS STOPS	ADA Bus Stops-Volusia	\$1.8 Million	Ongoing
8. AZALEA HEALTH CENTER	New Facility in Daytona	\$575 Thousand	07/2017-02/2018 (8 Months)
9. DBHA PALMETTO PARK	Exterior Renovation Building	\$850 Thousand	05/2016-01/2017 (8 Months)
10. COUNTY OF VOLUSIA	4 th Floor Judge Chambers	\$80 Thousand	10/2016-12/2016 (2 Months)

Tab 3 Company Qualifications and Capabilities

To Whom It May Concern,

We would like to thank you for giving us the opportunity and consideration to bid on the Parks Maintenance Renovations Equipment Storage. Please accept this correspondence as our Statement of our firm's capacity to perform the work within the required schedule.



A.G. PIFER CONSTRUCTION CO. INC. is confident that we are able to dedicate a team to provide Construction Management services for the Parks Maintenance Renovations Equipment Storage in Port Orange, FL, within the timeframe mentioned in the Request for Expression of Interest and Statement of Qualifications.

Tab 4 Financial Stability / Litigation

A.G. PIFER CONSTRUCTION CO. INC. certifies that we are financially stable and have the necessary resources, human and financial, to provide the services at the level required by The City of Port Orange.

Litigation Statement

A.G. PIFER CONSTRUCTION CO. INC. was involved in two lawsuits in the past six years.



A.G. Pifer Construction Co. Inc.

vs.

**International Design and
Construction, LLC**

Case No. 2014-10145-CIDL

A.G. Pifer Construction was awarded a final judgement amount, to be recovered from IDC in 2015.

A.G.P. completed the scope of work IDC failed to complete and provided a satisfactory finished product to our client.



Tuff Turf, Inc.

vs.

A.G. Pifer Construction Co. Inc.

Case No. 2016-30051-CICI

Tuff Turf, Inc. dismissed the complaint against A.G. Pifer Construction Co. Inc. on January 5, 2017.

A.G.P. completed the scope of work Tuff Turf failed to complete and provided a satisfactory finished project to our client.

A.G. PIFER CONSTRUCTION CO. INC. has the ability to bond up to \$12 Million Dollars. Please see the enclosed Bonding Capacity letter from our bonding agent Nielson, Mosholder and Associates, for confirmation of this capacity. Their contact information is as follows:

Nielson, Mosholder and Associates

Attn: Don Bramlage

4380 St. Johns Parkway,

Suite 110

Sanford, FL 32771

Phone: (407) 330-3990 x 1206 | Fax: (407) 330-3949

dbramlage@nielsonbonds.com

Bonding Letter

POWER NO. 0994592 00
General Power of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents. That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having their principal offices in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint **DON BRAMLAGE, LAURA D. MOSHOLDER, EDWARD M. CLARK, JOINTLY OR SEVERALLY**, of SANFORD and State of FL their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in their names, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship - - -

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY:

"**BE IT RESOLVED**, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon The Company as if signed by the President and sealed and attested by the Corporate Secretary."

"**BE IT FURTHER RESOLVED**, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000.)

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader and Senior Executive** and their corporate seals to be hereto affixed this **16th day of October, A.D., 2017**.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Dennis P. Baus,
National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this **16th day of October, A.D., 2017**, before me personally came **Dennis P. Baus**, to me known, who, being by me duly sworn, did depose and say, that he resides in **Wooster, Ohio**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Board of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



By:
David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

CERTIFICATE

I, **Frank Carrino**, Secretary of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Westfield Center, Ohio, this **21st** day of **March** A.D., **2019**

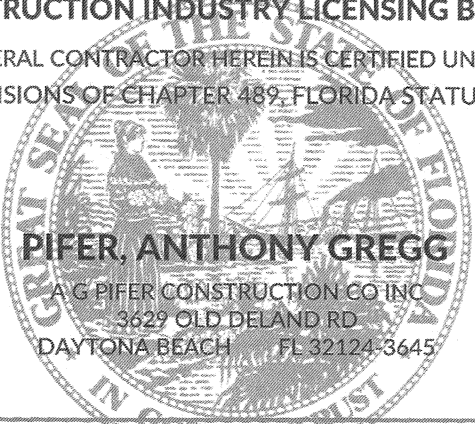
BPOAC (0.



By:
Frank Carrino, Secretary

Tab 5 Licenses / Insurance

A.G. PIFER CONSTRUCTION CO. INC. is a state certified General Contractor with well over 50 years of combined construction experience amongst its current fifteen employees.

	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			
 PIFER, ANTHONY GREGG A/G PIFER CONSTRUCTION CO INC 3629 OLD DELAND RD DAYTONA BEACH FL 32124-3645			
LICENSE NUMBER: CGC040437			
EXPIRATION DATE: AUGUST 31, 2022			
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.			

2020/2021

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 - (386) 736-5938



Account # 198711160004 Expires: September 30, 2021
Business Location: 3629 OLD DELAND RD

Business Name: A G PIFER CONSTRUCTION CO
Owner Name: ANTHONY GREGG PIFER
Mailing Address: 3629 OLD DELAND ROAD
DAYTONA BEACH, FL 32124

BUSINESS TYPE	REQ DOC #	CODE	COUNT	TAX
General Contractor Class A	CGC040437	301C	10	\$18.00

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Revenue Division for instructions on making changes to your account.

**THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE
POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

Volusia County Business Tax Receipt

Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 - (386) 736-5938

DATE PAID: 07/13/2020
RECEIPT #: 112-19-0004516
TOTAL TAX: 18.00
PENALTY: 0.00
TOTAL PAID: 18.00



Business Name: A G PIFER CONSTRUCTION CO
Owner Name: ANTHONY GREGG PIFER
Mailing Address: 3629 OLD DELAND ROAD
DAYTONA BEACH, FL 32124



Account # 198711160004 Expires: September 30, 2021
Business Location: 3629 OLD DELAND RD

PLEASE DETACH THIS PORTION OF THE BUSINESS TAX RECEIPT FOR YOUR RECORDS

Certificate of Liability and Workers Compensation Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/21/2020

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 Apex Insurance Resources LLC 777 Deltona Blvd Suite 28 Deltona FL 32725		CONTACT NAME: Certificates PHONE (A/C, No. Ext): 386-218-2005 E-MAIL ADDRESS: info@apexinsuranceresources.com FAX (A/C, No): 800-620-8849															
INSURED AG Pifer Construction Co. Inc. 3629 Old Deland Road Daytona Beach FL 32124		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : American Interstate Insurance Company</td> <td>31895</td> </tr> <tr> <td>INSURER B : Colony Insurance Company</td> <td>39993</td> </tr> <tr> <td>INSURER C : Evanston Insurance Company</td> <td>35378</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A : American Interstate Insurance Company	31895	INSURER B : Colony Insurance Company	39993	INSURER C : Evanston Insurance Company	35378	INSURER D :		INSURER E :		INSURER F :	
INSURER	NAIC #																
INSURER A : American Interstate Insurance Company	31895																
INSURER B : Colony Insurance Company	39993																
INSURER C : Evanston Insurance Company	35378																
INSURER D :																	
INSURER E :																	
INSURER F :																	

COVERAGES **CERTIFICATE NUMBER:** 1726374918 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	600 GL 0181994-00	8/22/2020	8/22/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	AVWCFL2918922020	8/22/2020	8/22/2021	☒ PER STATUTE ☒ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B C	Installation Floater Equipment Floater			101 IM 0152720-01 4IM1028470	8/22/2020 8/22/2020	8/22/2021 8/22/2021	Limit of Ins Per Item 1,000 200,000 3,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 General Liability includes Blanket Primary & Noncontributory coverage, Per Project Aggregate, Additional Insured Forms CG20100413 and CG20370413 as required by written contract. General Liability and Workers Compensation include Blanket Waiver of Subrogation as required by written contract. All forms are attached.

CERTIFICATE HOLDER **FOR INFORMATION ONLY** ***** ***** USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

Tab 6 Client References and Experience for Similar Projects

"Strive not to be a success, but rather to be of value."

-Albert Einstein

Client Reference #1

THE CITY OF PORT ORANGE

Mrs. Susan Lovallo

1000 City Center Circle, Port Orange, FL 32128

Ph: (386) 506-5851

E-mail: slovallo@port-orange.org

Client Reference #2

THE CITY OF NEW SMYRNA BEACH

Mr. Khalid Resheidat

210 Sams Avenue, New Smyrna Beach, FL 32168

Ph: (386) 424-2185

E-mail: kresheidat@cityofnsb.com

Client Reference #3

THE CITY OF ORANGE CITY

Mr. David Santiago / Mr. Raul Palenzuela

229 East Graves Avenue, Orange City, FL 32763

Ph: (386) 775-5440

E-mail: dsantiago@ourorangecity.com

Client Reference #4

COUNTY OF VOLUSIA

Mr. Jose Alvarez

123 W. Indiana Avenue, Deland, FL 32720

Ph: (386) 248-1760

E-mail: JAlvarez@volusia.org

A.G. Pifer Construction Co. Inc. has never had a contract terminated for any reason.

A.G. PIFER CONSTRUCTION CO. INC.

Mr. Anthony Gregg Pifer

President

A.G. Pifer Construction Co., Inc. was established as a Corporation in December of 1989, with a workforce consisting of one laborer and Anthony Gregg Pifer as President/Owner and has grown to a competitively sized construction company with sixteen employees and annual gross sales averaging \$7 to \$8 million dollars.

In May of 1988, Mr. Pifer started the company with a Superintendent's weekly paycheck of \$360.00 and a lot of prayer.

Mr. Pifer's construction career started in 1972, when a friend's father hired him to move drywall to the second floor of his office building in Pittsburgh, PA. He noticed the framing carpenters building walls and decided it would be a great thing to learn more about. He obtained guidance from one of the finest carpenters he had ever met, even to this day. During the last two years of high school, he entered a trade school called Parkway West Technical School, where he received his technical training regarding construction mechanics. While in technical college, he was put in charge of constructing a four-story classroom building to be used for future students in the facility. This building is still used on campus today.

In 1981, Equity Realty Inc. hired Mr. Pifer over the phone. Their primary business was condominium conversions. After two weeks of employment he was promoted to Head Carpenter, overseeing a 270-unit complex in Altamonte Springs. In the following five months, at the age of twenty-one, he was once again promoted; this time to Head Supervisor in charge of multiple million-dollar projects. At eleven months he was transferred to Daytona Beach to oversee a project, which the budget was about to be exhausted and completion was not in sight. Mr. Pifer successfully completed the project within the anticipated budget.

He then accepted a position with the local Carpenters Union and worked at Epcot Center for seven months. During these months, he excelled in his knowledge of custom construction methods and other trades related to construction. After a few years of constructing both high-rise and low-rise as well as numerous types of other buildings, Mr. Pifer accepted a position with Hall Construction.

Mr. Jim Hall sent Mr. Pifer to Construction Licensing courses to prepare him for the State Certified Contractors' Exam. In May of 1987, Mr. Pifer passed the Contractors' exam and notified Hall Construction Co. that he, with a two-year notice, would be leaving to venture out on his own.

Anthony Gregg Pifer started A.G. Pifer Construction Co., Inc. in Dec of 1989. In the years to come, the firm experienced well controlled growth. This growth included both small and large-scale projects, and no project was unmanaged by Mr. Pifer himself. The reputation of the company grew and to this day, its clients continue to call back for additional projects.



CONTACT INFORMATION

3629 Old Deland Road
Daytona Beach, Florida 32124

Ph: (386) 257-4448

Fx: (386) 257-5503

E-mail: AGPiferInc@gmail.com

Experience

48 Years Experience in Construction

Tenure with AGP

31 Years with A.G.P.

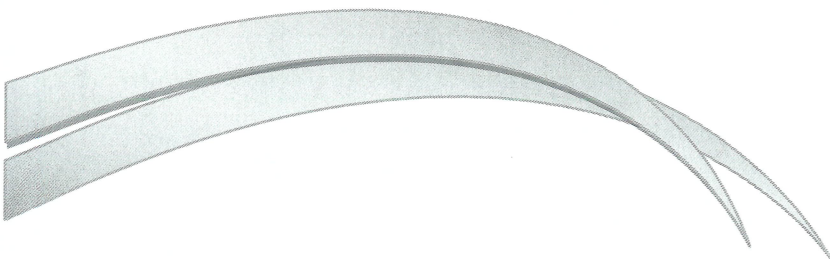
Qualifications

State of Florida Certified General
Contractor CGC040437

Jessica Lunsford Certified
LEED Certified

Primary Role

President
Chief Project Manager
Chief Project Coordinator
Chief Executive Officer
Chief Financial Officer



A.G. PIFER CONSTRUCTION CO. INC.

Mr. William DeMattia

Senior Project Manager

Mr. William DeMattia was hired by Mr. Pifer in October of 2005 at the young age of 21 years old. Eager to learn the construction field, Mr. DeMattia quickly found a place with the A.G. Pifer Construction crew and began developing his vast knowledge of construction.

Throughout his employment with A.G. Pifer Construction Co., Inc., Mr. DeMattia was given the opportunity to manage jobs and repeatedly proved to Mr. Pifer that he had what it took to become a successful Superintendent.

In 2013, Mr. Pifer decided to test Mr. DeMattia and gave him his first Supervision project; Mary Avenue TOT Lot and Restrooms, located at 505 Mary Avenue, New Smyrna Beach, FL. He effectively completed the job on time and without complications, proving to Mr. Pifer that he was a viable asset to the A.G. Pifer Construction family.

One year later, Mr. DeMattia was asked to join the Office Team of A.G. Pifer Construction Co., Inc. as Assistant Project Manager to Mr. Pifer. He has used his vast experience in the field to help Mr. Pifer time-manage projects and deal with any situation that may arise in an effective and knowledgeable manner.

Between 2015 and 2018, Mr. DeMattia was promoted twice; first from Assistant Project Manager to Project Manager/Estimator, and then to Senior Project Manager after proving outstanding management skills and the ability to provide quality estimating services to our clients.



CONTACT INFORMATION

3629 Old Deland Road
Daytona Beach, Florida 32124
Ph: (386) 257-4448
Fx: (386) 257-5503
E-mail: AGPiferInc@gmail.com

Experience

15 Years Experience in Construction

Tenure with AGP

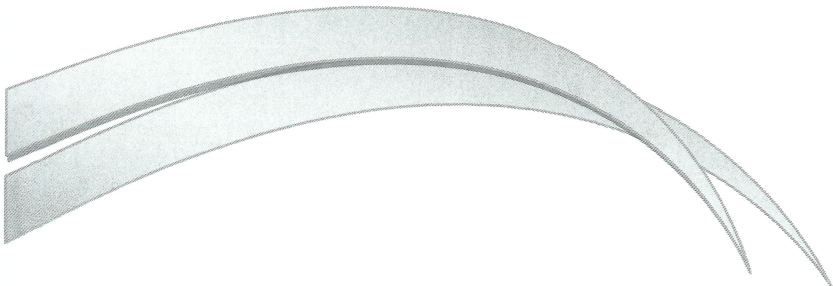
15 Years with A.G.P.

Qualifications

Notary Public

Primary Role

Senior Project Manager
Estimator
Superintendent
Site Coordinator
Client Contact



A.G. PIFER CONSTRUCTION CO. INC.

Mr. Timothy Caldwell

Project Manager / Estimator

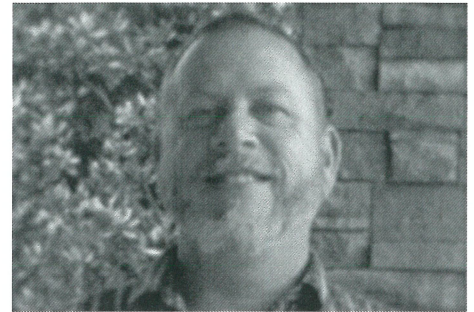
Mr. Tim Caldwell started in the construction field as a drywall apprentice in 1989 after graduating from high school. He went on to start his own drywall business with his brother at the young age of 23 years old. In 2000, he formed a quick bond with Anthony Gregg Pifer, the owner of A.G. Pifer Construction Co. Inc., as well as with his crew, and began developing his vast knowledge of general construction.

In 2012 Mr. Caldwell left A.G. Pifer Construction and moved to Missouri to pursue a change in life. While in Missouri, Mr. Caldwell did several Metal Framings both on exterior and interior commercial applications.

He returned to Florida and to A.G. Pifer Construction in 2018, where he joined the office team as Project Manager/Estimator and strived to learn as much as he could to grow with the company.

Throughout his employment with A.G. Pifer Construction, Mr. Caldwell was given the opportunity to manage several commercial as well as residential jobs, and he began to develop a good solid knowledge of what a Project Manager role entails from day to day. He effectively completed every job on time and without complications, proving to Mr. Pifer that he was a viable asset to the A.G. Pifer Construction family.

Mr. Caldwell has a vast knowledge of construction under his belt and strives daily to stay on top of new products and better ways of getting things done. Mr. Caldwell has proven to be a great asset to A.G. Pifer Construction Co., Inc.



CONTACT INFORMATION

3629 Old Deland Road
Daytona Beach, Florida 32124
Ph: (386) 257-4448
Fx: (386) 257-5503
E-mail: AGPiferInc@gmail.com

Experience

31 Years Experience in Construction

Tenure with AGP

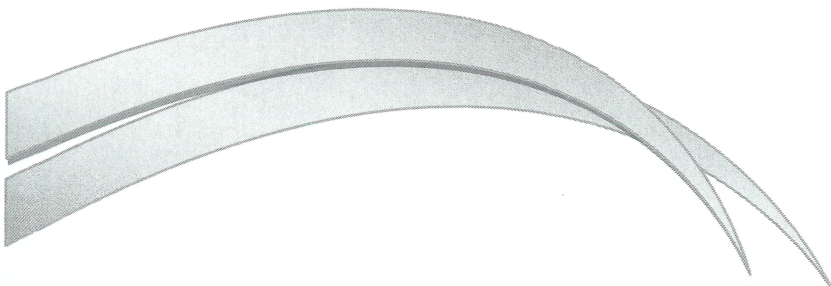
15 Years with A.G.P.

Qualifications

Notary Public

Primary Role

Project Manager
Estimator
Superintendent
Site Coordinator
Client Contact



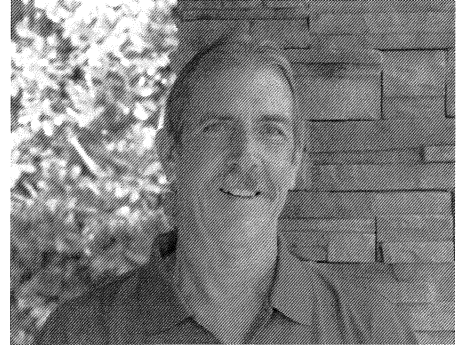
A.G. PIFER CONSTRUCTION CO. INC.

Mr. John Griswold

Senior Superintendent

Mr. John Griswold was hired by A.G. Pifer Construction Co., Inc. in April of 2004 as a Project Superintendent with 42 years construction experience. During his employment with A.G. Pifer Construction, Mr. Griswold has constructed over 30 MRI suites as well as many other successful construction projects, including Toronita Off-Beach Parking & Restrooms in Port Orange, FL, for Volusia County and Stadium Bleacher Renovations in New Smyrna Beach, FL for the City of New Smyrna Beach.

Mr. Griswold is known for his effective project supervision and delivering a project ahead of schedule or on time. His problem-solving skills allow the job site to maintain effective workflow and progress. Employees that work under Mr. Griswold will adhere to all OSHA, Drug Free Workplace and Job Safety Standards, to ensure complete compliance of all requirements.



CONTACT INFORMATION

3629 Old Deland Road
Daytona Beach, Florida 32124
Ph: (386) 257-4448
Fx: (386) 257-5503
E-mail: AGPiferInc@gmail.com

Experience

58 Years Experience in Construction

Tenure with AGP

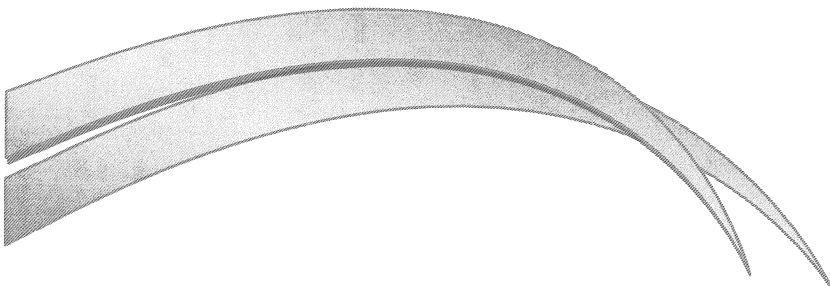
16 Years with A.G.P.

Qualifications

Lead Certified
Jessica Lunsford Certified

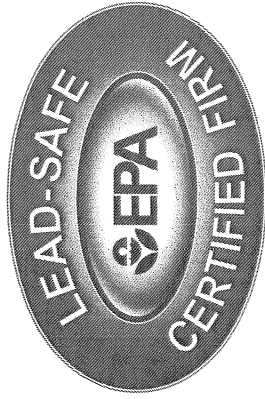
Primary Role

Senior Superintendent



United States Environmental Protection Agency

This is to certify that



A.G. Pifer Construction Co., Inc.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires July 09, 2025

NAT-66541-3

Certification #

July 13, 2020

Issued On

A handwritten signature in black ink, appearing to read "Michelle Price".

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch





NAT-66541-3

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Print or type.
See Specific Instructions on page 3.

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

A.G. Pifer Construction Co. 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.

3629 Old Deland Road

6 City, state, and ZIP code

Daytona Beach, FL 32124

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

5 9 - 2 9 8 6 2 1 9

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ► 10/06/2020

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/21/2020

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 Apex Insurance Resources LLC 777 Deltona Blvd Suite 28 Deltona FL 32725	CONTACT NAME: Certificates	FAX (A/C, No): 800-620-8849	
	PHONE (A/C, No, Ext): 386-218-2005	E-MAIL ADDRESS: info@apexinsuranceresources.com	
INSURED AG Pifer Construction Co. Inc. 3629 Old Deland Road Daytona Beach FL 32124	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : American Interstate Insurance Company		31895
	INSURER B : Colony Insurance Company		39993
	INSURER C : Evanston Insurance Company		35378
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** 1726374918 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	Y	600 GL 0181994-00	8/22/2020	8/22/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	AVWCFL2918922020	8/22/2020	8/22/2021	☒ PER STATUTE ☒ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B C	Installation Floater Equipment Floater			101 IM 0152720-01 4IM1028470	8/22/2020 8/22/2020	8/22/2021 8/22/2021	Limit of Ins Per Item 1,000 200,000 3,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
General Liability includes Blanket Primary & Noncontributory coverage, Per Project Aggregate, Additional Insured Forms CG20100413 and CG20370413 as required by written contract. General Liability and Workers Compensation include Blanket Waiver of Subrogation as required by written contract. All forms are attached.

CERTIFICATE HOLDER	CANCELLATION
FOR INFORMATION ONLY ***** ***** USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/31/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Smith & Associates Insurance Agency, Inc. PO Box 1578 New Smyrna Beach, FL 32170	CONTACT NAME: Autumn Scarsella	
	PHONE (A/C, No, Ext): 386-409-8004 FAX (A/C, No): 386-409-0012	
	E-MAIL ADDRESS: Autumn@smithinsagencyinc.com	
INSURED A.G. Pifer Construction Co. Inc. 3629 Old Deland Road Daytona Beach, FL 32124	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Nautilus Insurance Company	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☒ DED ☐ 0 RETENTION \$		X	AN073860	08/22/2020	08/22/2021	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

*Umbrella covers Automobile, Workers Compensation and General Liability.

CERTIFICATE HOLDER

CANCELLATION

FOR INFORMATION ONLY
XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX

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

Autumn Scarsella

W056088

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/17/2020

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PRODUCER  STATE FARM INSURANCE COMPANY 4554 S CLYDE MORRIS BLVD STE 3 PORT ORANGE, FLORIDA 32129		CONTACT NAME: SHERILL SCHULTZ PHONE (A/C, No, Ext): 386-675-6355 FAX (A/C, No): E-MAIL: ADDRESS:	
INSURED A.G. PIFER CONSTRUCTION CO. INC. 3629 OLD DELAND RD DAYTONA BEACH FLORIDA 32124		INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 25178	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	N	N	E85 0481-B09-59B 142 2651-E04-59W 954 1595-E23-59F P09 9549-E21-59X	08/09/2020 05/04/2020 05/23/2020 05/21/2020	02/09/2021 11/04/2020 11/23/2020 11/21/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

2017 RAM 2500 PICKUP VIN: 3C6UR5MJ4HG782132 2019 CHEVY SILVERADO PICKUP VIN: 3GCNWAHEHXZG243337
2014 CHEV C1500 PICK UP VIN: 1GCRCPHEHXE132594
2007 CHEVY K3500 PICKUP VIN: 1GCHK33687F510733
OPERATION: CARPENTRY -CONSTRUCTION/REMODELING

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



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/17/2020

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PRODUCER  STATE FARM INSURANCE COMPANY 4554 S CLYDE MORRIS BLVD STE 3 PORT ORANGE, FLORIDA 32129	CONTACT NAME: SHERILL SCHULTZ PHONE (A/C, No, Ext): 386-675-6355 FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED A.G. PIFER CONSTRUCTION CO. INC. 3629 OLD DELAND RD DAYTONA BEACH FLORIDA 32124	NAIC # 25178

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

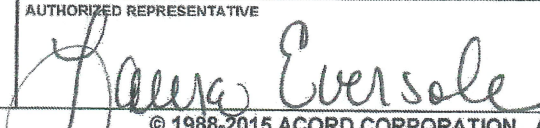
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	N	N	E85 0481-B09-59B	08/09/2020	02/09/2021	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

2017 RAM 2500 PICKUP VIN: 3C6UR5MJ4HG782132

OPERATION: CARPENTRY -CONSTRUCTION/REMODELING

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 

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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. Vendor shall attach additional sheets as necessary. Please mark N/A for no subcontractors.

Subcontractor No. 1

Name: Bayshore Electric Inc

Description of Work: Electrical

Percent of Contract Price: 9%

Previous Experience Together: Yes/No Yes

Subcontractor No. 2

Name: Jonesco Contracting LLC

Description of Work: Building Installation

Percent of Contract Price: 22%

Previous Experience Together: Yes/No Yes

Subcontractor No. 3

Name: Brad's Concrete, Inc

Description of Work: Concrete

Percent of Contract Price: 19%

Previous Experience Together: Yes/No Yes

Subcontractor No. 4

Name: Overhead Door Company of Daytona

Description of Work: Install Roll Up doors

Percent of Contract Price: 9%

Previous Experience Together: Yes/No Yes

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal

FORM 7.10 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

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

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT #(as applicable): ITB #20-15

BUSINESS NAME: A. G. Pifer Construction Co., Inc

CONTACT PERSON/TITLE: Anthony Gregg Pifer, President

MAILING ADDRESS: 3629 Old Deland Rd

CITY-STATE-ZIP: Daytona Beach, FL 32124

Length of Time at Address Provided: 31

Physical Presence of Business: ☒ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned Franchise

And within Legal Boundaries: ☐ The City of Port Orange ☒ Volusia County ☒ The State of Florida

FEIN (Federal Employer Identification Number): 59-2986219

BUSINESS STRUCTURE: ☒ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship

☐ Other (Specify): _____

PHONE NUMBER: 386-257-4448

FAX: 386-257-5503

EMAIL: AGPiferInc@gmail.com

ATTESTATION – I understand that:

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

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

BEFORE ME; the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared Anthony Gregg Pifer who, after being sworn according to law, stated that he or she was authorized to represent A. G. Pifer Construction Co., 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

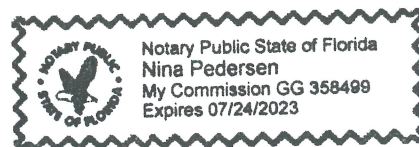
Nina Pedersen
SIGNATURE OF NOTARY PUBLIC
THIS 6th DAY OF October, 2020
My Commission Expires: 07/24/2023

Anthony Gregg Pifer 10/06/2020
SIGNATURE OF AFFIANT DATE

Anthony Gregg Pifer, President
PRINTED NAME OF AFFIANT / TITLE
A. G. Pifer Construction Co., Inc

COMPANY

NOTARY SEAL



This document must be completed and returned with your Submittal

2020/ 2021

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 – (386) 736-5938



Account # 198711160004 Expires: September 30, 2021
Business Location: 3629 OLD DELAND RD

Business Name: A G PIFER CONSTRUCTION CO
Owner Name: ANTHONY GREGG PIFER
Mailing Address: 3629 OLD DELAND ROAD
DAYTONA BEACH, FL 32124

BUSINESS TYPE	REQ DOC #	CODE	COUNT	TAX
General Contractor Class A	CGC040437	301C	10	\$18.00

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Revenue Division for instructions on making changes to your account.

**THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE
POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

Volusia County Business Tax Receipt

Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 – (386) 736-5938

DATE PAID: 07/13/2020
RECEIPT #: 112-19-0004516
TOTAL TAX: 18.00
PENALTY: 0.00
TOTAL PAID: 18.00



Business Name: A G PIFER CONSTRUCTION CO
Owner Name: ANTHONY GREGG PIFER
Mailing Address: 3629 OLD DELAND ROAD
DAYTONA BEACH, FL 32124



Account # 198711160004 Expires: September 30, 2021
Business Location: 3629 OLD DELAND RD

PLEASE DETACH THIS PORTION OF THE BUSINESS TAX RECEIPT FOR YOUR RECORDS



"ATTACHMENT 1" ITB 20-15 SCHEDULE OF UNIT PRICING
BID FORM
CITY OF PORT ORANGE
ITB 20-15

PARKS MAINTENANCE RENOVATIONS EQUIPMENT STORAGE

Completed "Attachment 1" Schedule of Unit Pricing Bid form MUST be included with Bid Submission

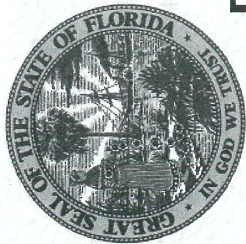
Instruction to save Attachment from DemandStar website:

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

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

NAME OF BUSINESS:	A.G. Pifer Construction Co. Inc.
CONTACT PERSON:	William DeMattia
EMAIL ADDRESS:	AGPifernc@gmail.com
AUTHORIZED SIGNATURE:	

ITEM	DESCRIPTION	UOM	QNTY	UNIT PRICE	EXTENDED AMOUNT
1	CONCRETE PAD PER SPECIFICATIONS	EA	1	\$29,640	\$29,640
ITEM	DESCRIPTION	UOM	QNTY	UNIT PRICE	EXTENDED AMOUNT
2	30' x 100' x 14' STEEL BUILDING PER SPECIFICATIONS	EA	1	\$128,068	\$128,068
				TOTAL BASE BID	\$157,707
3	Number of days to complete project upon receipt of Notice to Proceed:	150 DAYS			
4	Shall warranty all materials and labor for:	1 YEAR			
5	Shall warranty all workmanship for:	1 YEAR			
6	Shall warranty the building panels for:	25 YEARS			
7	Shall warranty the building roof and frame from rust through for:	20 YEARS			



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

PIFER, ANTHONY GREGG

A G PIFER CONSTRUCTION CO INC

3629 OLD DELAND RD

DAYTONA BEACH FL 32124-3645

LICENSE NUMBER: CGC040437

EXPIRATION DATE: AUGUST 31, 2022

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.

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

PARKS MAINTENANCE RENOVATIONS EQUIPMENT STORAGE

ITB #20-15



City of Port Orange Purchasing Division

Prepared by: Joseph Castro, Buyer

Release Date: September 1, 2020

Bid Due Date & Time: October 6, 2020 at 2:30 P.M.

City of Port Orange, Florida

1000 City Center Circle

Port Orange, FL 32129

(386) 506-5740

purchdiv@port-orange.org

www.port-orange.org



Legal Notice to Proposers

ITB #20-15

Notice is hereby given that the City of Port Orange is soliciting bids for ITB #20-15 Parks Maintenance Renovations Equipment Storage. 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 October 6, 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 to deem the Bidder responsive or non-responsive. Bid will be opened and read aloud at 2:30 P.M. in Council Chambers.

There will be a Non-Mandatory Pre-Bid Conference and Site Visit following the Pre-Bid Conference for the project at 10:00 A.M. (local time) on **September 15, 2020** at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Pre-Bid Conference must sign in. The representative of each Bidder shall be an authorized employee of the Bidder and shall sign in accordingly. Bidders are urged to obtain Bid documents and familiarize themselves with the documents prior to the Pre-Bid meeting.

DESCRIPTION: *The City of Port Orange is soliciting sealed bids for creation of a 3,000 sq. ft concrete pad and the purchase and installation of a metal building.*

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 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, 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 #20-15 Parks Maintenance Renovations Equipment Storage" in the subject line. Last day for questions will be, **September 22, 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.

Bids shall be **submitted in 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 #20-15 Parks Maintenance Renovations Equipment Storage"**.

Joseph Castro, Buyer

Legal Ad - One Time – **September 1, 2020**

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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 #20-15 _____
BID TITLE:	Parks Maintenance Renovations Equipment Storage _____
DUE DATE/TIME:	October 6, 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 for this Invitation to Bid (ITB) is to solicit competitive sealed bids from Firms or Companies (Vendors) for the creation of a 3,000 sq. ft concrete pad and the purchase and installation of a metal building to be utilized as equipment storage by the Parks and Recreation department.

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.

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

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO BIDDERS

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

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.

Date of Distribution:September 1, 2020
Non-Mandatory Pre-Bid and Site Visit Conference.....September 15, 2020 at 10:00 A.M.
Deadline for Questions:..... September 22, 2020 by 5:00 P.M.
Final Addendum Posting:.....September 29, 2020 by 5:00 P.M.
Bids Due:.....October 6, 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.

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

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

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

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

PRE-BID CONFERENCE/SITE VISIT:

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

QUESTIONS REGARDING THIS ITB:

All questions shall reference “**ITB #20-15 Parks Maintenance Renovations Equipment Storage**” 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@portorange.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 DemandStar websites. www.demandstar.com.

The City of Port Orange reserves the right to consider the omission of an acknowledgement 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 there from.

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.

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 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.

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 nonresponsive 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 anti-trust 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 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.

REQUIRED DOCUMENTS FOR AWARDED BIDDER:

The awarded Bidder shall return all of the required post-award documents within 10 days after the issuance of the Notice of Intent to Award in order to execute the contract.

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SECTION 3 – SCOPE OF WORK

PROJECT DESCRIPTION:

The City of Port Orange is soliciting sealed bids for the creation of a 3,000 sq. ft concrete pad and the purchase and installation of a metal building.

SPECIFICATIONS

1. Concrete Pad

- a. Location: 4655 City Center Circle, Port Orange, FL 32129
- b. Barricade all active work areas during and after the project.
- c. 4" slab with 12" footing that goes around the entire perimeter
- d. Minimum of 2500 PSI
- e. Two (2) #5 rebar continuous in footer
- f. Finished foundation size is 30'X100'.

2. Metal Building

- a. Location: 4655 City Center Circle, Port Orange, FL 32129
- b. Barricade all active work areas during and after the project.
- c. Size: 30' x 100' x 14'
- d. Two (2) - Full sides with Horizontal Sheeting
- e. One (1) - Full End with Horizontal Sheeting
- f. One (1) - Full End with Horizontal Sheeting
- g. Vertical Roof with 6" overhang (Roof shall include Hat Channels & Ridge Cap)
- h. Roof Material: Heavy Duty 26-gauge galvanized steel roof and wall sheeting
- i. Frame Material: Heavy Duty 14-gauge Galvanized Steel
- j. Three (3) 12' x 12' Heavy Duty lockable roll up doors with Chain Hoist
- k. Three (3) Roll up door side frames
- l. Three (3) Header seals for roll up door
- m. Two (2) Heavy-Duty walk-through doors with key lock 36" x 80" certified solid
- n. Six (6) 30" x 30" high impact single hung windows
- o. The contractor shall provide two (2) sets of AS BUILT stamped drawings
- p. Certified to 180mph winds
- q. All concrete anchors per manufacturer specifications
- r. Engineer Certified to meet Florida Hurricane wind code requirements

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Site Picture



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 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. **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 and City of Port Orange website, www.port-orange.org.

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 the response from the successful bidder, 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 the response from the successful bidder, 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 recommendation of the requesting departments evaluation 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 sealed bid 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. 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.

- b. 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.
- 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

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 to 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

The vendor shall hold sole responsibility for any damages to the City's equipment or property, the workplace and its contents due to work, negligence in work, personnel and equipment. The vendor shall be responsible and liable for the safety, injury and health of its working personnel while its employees are performing service work.

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

(a) 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.

(b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by City.

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 as arising as a result of any activity of the Bidder/Proposer or any activity of the

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 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.

51. INSURANCE REQUIREMENTS

Contractor shall maintain insurance, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation.

IMPORTANT: The City does not accept Workers' Compensation Exemptions. Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

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. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts. The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with and does not waive the insurance required by this.

Should at any time the Contractor or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

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Standard Insurance Requirements			
	Insurance	Standards	Additional Requirements
REQUIRED	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit.	<u>Contract Amount Limits</u> Up to \$10 million Statutory/\$500,000 \$10 - \$20 million Statutory/\$1,000,000 Contracts over \$20 million To Be Determined by the City.	☐ 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.
REQUIRED	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 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.
REQUIRED	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
Additional Insurance Requirements			
	Property Insurance Builders Risk. <u>Additional Coverage:</u>	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 Agreement 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	
☐	Installation Floater (IT)	Limits: Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	Limits: Coverage - \$1,000,000	
☐	Errors and Omissions	Limits: Coverage - \$1,000,000	
☐	Umbrella Policy	Limits: Coverage - \$ <u>To be determined.</u>	
REQUIRED	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$25,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods under \$25,000.00.		

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52. INVOICES AND PAYMENTS

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

53. IRREVOCABILITY OF RESPONSES

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

54. LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS

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

55. LEGAL REQUIREMENTS

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

56. LICENSES, PERMITS AND TAXES

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

57. LITERATURE (if applicable):

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

58. LOCAL PREFERENCE

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

(a) Competitive Bids

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

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

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

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

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

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

59. **MAINTENANCE**

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

60. **NAME BRANDS**

Specifications may reference name brands and model numbers. It is not the intent of the City of

Port Orange to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Vendors may offer items of equal stature and the burden of proof of such stature rests with the Vendor, unless otherwise specified by the City. The City of Port Orange shall act as sole judge in determining equality and acceptability of products offered.

61. NON-DISCRIMINATION

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

62. NON-EXCLUSIVITY OF CONTRACT

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

63. NON-PERFORMANCE:

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

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

64. NOTICE TO CONTRACTOR

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

65. OPTIONAL CONTRACT USAGE

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

66. OTHER AGENCIES

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

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

67. PATENTS/COPYRIGHTS

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

68. PRE-BID CONFERENCE OR PRE-PROPOSAL CONFERENCE

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

69. PREPARATION OF RESPONSES

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

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

70. POSTPONEMENT / CANCELLATION / WAIVER OF IRREGULARITIES

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

71. PRICING

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

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

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

72. PRODUCTS/ESTIMATES:

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

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

73. PROPRIETY INFORMATION

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

74. PROTECTION

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

75. PUBLIC ENTITY CRIMES

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

76. PUBLIC RECORDS COMPLIANCE

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

- a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

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

77. PUBLIC RECORDS/PUBLIC MEETINGS EXEMPTION STATEMENT

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

78. PURCHASE ORDER AND DELIVERY

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

79. QUALITY

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

80. QUESTIONS, INTERPRETATIONS

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

81. RECORDS/AUDIT

(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.

82. RECYCLED MATERIALS

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

83. REJECTING OF RESPONSES, REBIDDING

The City reserves the right to accept or reject any or all Responses or parts of Responses, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified. The City Council shall have the authority to reject any and all Responses. If the lowest and best Response exceeds the budgeted amount and the City Council does not make additional funds available, the purchasing agent with the help of the department head shall have the authority to re-advertise the article or articles for bidding

after making sufficient changes in the plans or specifications to bring the cost within the limit of the money available. (Code 1981, § 8-28.)

84. REQUEST FOR ADDITIONAL INFORMATION

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

85. REVIEW OF RESPONSES/SUBMISSIONS

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

86. RIGHT OF NEGOTIATION RFP/RFSQ/ITN (n/a for ITBs)

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

87. RIGHT OF WITHDRAWAL

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

88. RIGHTS TO SOLICITATION SUBMITTED MATERIAL

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

89. RULES, REGULATIONS AND LICENSING REQUIREMENT

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

90. SAMPLES

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

91. SEPARATION AND DISTRIBUTION

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

92. SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of

these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

93. SIGNATURE REQUIRED

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

94. SIGNED RESPONSE CONSIDERED AN OFFER

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

95. SILENCE OF SPECIFICATIONS

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

96. SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES

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

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

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

97. STATE LICENSING REQUIREMENTS

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

98. SUBCONTRACTING

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

99. SUPPLEMENTAL MATERIALS

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

100. TAXES

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

101. TERM CONTRACTS

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

102. TERMINATION CONVENIENCE – NOTICE

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

103. TERMINATION - NOTICE

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

104. TITLE TRANSFER

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

105. UNBALANCED BID

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

106. USE OF SOLICITATION FORMS

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

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

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

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

107. VARIANCES

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

108. VENDOR'S PRODUCT OR SERVICES

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

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

109. WAIVER OF IRREGULARITIES

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

110. WARRANTIES

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

[Remainder of this page left intentionally blank]

SECTION 6 – SPECIAL REQUIREMENTS/INSTRUCTIONS

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:

Desired competition time is within 60 days the contractor receives the Notice to Proceed from the City.

PAYMENT and PERFORMANCE BONDS:

Upon award, the successful bidder shall 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.

TIME-LINE:

- A. Notice of Award: after bid opening and complete review of submitted bid information.
- B. Notice to Proceed: TBD by Parks & Recreation
- C. Start Date and Time: TBD by Parks & Recreation
- D. Final Completion Time: not to exceed sixty (60) days from the date of the Notice to Proceed.

ELIGIBILITY OF VENDOR:

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

LICENSES AND PERMITS

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

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.

WARRANTY:

The contractor shall provide a warranty for labor, materials and workmanship for a minimum period of one year from the time that the CITY issues its final acceptance certificate for the service.

MANUALS:

The contractor shall provide manual(s) for the metal building.

SAFETY:

Contractor shall comply with all applicable OSHA, State of Florida Safety Regulations and comply with all construction 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.

REPAIR OF DAMAGES:

It is the responsibility of the Contractor 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 and shall inspect the repairs upon completion.

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 at the customer's premises but shall be disposed of at the Contractor's facilities. Site must be maintained free of trash and construction debris and cleared every day.

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 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 thisday of _____, 20____ by _____, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:

Notary Public

This document must be completed and returned with your Submittal

FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

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

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

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

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

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

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

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

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

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

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

(NAME)

(TITLE)

and who:

(NAME OF ORGANIZATION)

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.4 – DRUG-FREE PREFERENCE STATEMENT

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

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

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

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

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

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

(NAME)

(TITLE)

(NAME OF ORGANIZATION) and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

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.

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

Notary Public, State of _____

Printed, typed or stamped name,
commission and expiration:

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 City 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 goods or 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.

	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. Vendor shall attach additional sheets as necessary. Please mark N/A for no subcontractors.

Subcontractor No. 1

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 2

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal

FORM 7.10 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

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

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

BUSINESS NAME: _____

CONTACT PERSON/TITLE: _____

MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

Length of Time at Address Provided: _____

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

FEIN (Federal Employer Identification Number): _____

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

PHONE NUMBER: _____ FAX: _____

EMAIL: _____

ATTESTATION – I understand that:

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

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

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

SWORN AND SUBSCRIBED BEFORE ME

NOTARY SEAL

SIGNATURE OF NOTARY PUBLIC

THIS _____ DAY OF _____, 20____

My Commission Expires: _____

SIGNATURE OF AFFIANT

DATE

PRINTED NAME OF AFFIANT / TITLE_____
COMPANY***This document must be completed and returned with your Submittal***

BID COST/FEE PROPOSAL:

	"ATTACHMENT 1" ITB 20-15 SCHEDULE OF UNIT PRICING				
	BID FORM				
	CITY OF PORT ORANGE				
	ITB 20-15				
PARKS MAINTENANCE RENOVATIONS EQUIPMENT STORAGE					
Completed "Attachment 1" Schedule of Unit Pricing Bid 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 electronically.					
Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated, if submitted electronically.					
NAME OF BUSINESS:					
CONTACT PERSON:					
EMAIL ADDRESS:					
AUTHORIZED SIGNATURE:					
ITEM	DESCRIPTION	UOM	QNTY	UNIT PRICE	EXTENDED AMOUNT
1	CONCRETE PAD PER SPECIFICATIONS	EA	1	\$0	\$0
ITEM	DESCRIPTION	UOM	QNTY	UNIT PRICE	EXTENDED AMOUNT
2	30' x 100' x 14' STEEL BUILDING PER SPECIFICATIONS	EA	1	\$0	\$0
				TOTAL BASE BID	\$0
3	Number of days to complete project upon receipt of Notice to Proceed:	DAYS _____			
4	Shall warranty all materials and labor for:	DAYS _____ MONTHS _____ YEARS _____			
5	Shall warranty all workmanship for:	DAYS _____ MONTHS _____ YEARS _____			
6	Shall warranty the building panels for:	DAYS _____ MONTHS _____ YEARS _____			
7	Shall warranty the building roof and frame from rust through for:	DAYS _____ MONTHS _____ YEARS _____			

This document must be completed and returned with your Submittal

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

PAYMENT AND PERFORMANCE BOND

(Public Works)

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

BOND NO. _____

PRINCIPAL:

Developer or Contractor: _____

Principal Business Address: _____

Contact Person: _____

Phone Number: _____

SURETY:

Address: _____

Contact Person: _____

Phone Number: _____

OWNER:

City of Port Orange, Florida, a chartered municipal corporation

1000 City Center Circle

Port Orange, Florida 32129-4144

Contact Person: City Manager

Phone Number: (386) 506-5501

Amount: \$ _____ City Project Number: ITB 20-15 Parks Maintenance Renovation Equipment Storage

Description of Work: Parks Maintenance Renovation Equipment Storage

Project Location: Portion of 1000 City Center Circle, Port Orange, Volusia County, Florida

Legal Description: Portion of 1000 City Center Circle, Port Orange, Volusia County, Florida
See Attached Exhibit "A"

Front Page

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

**City of Port Orange City Hall
1000 City Center Circle, Port Orange, FL 32129**

Full Parcel ID:
08-16-33-00-06-0010

Short Parcel ID:
6308-00-06-0010

Legal Description:
A portion of the Parcel ID listed above.

FOR INFORMATIONAL PURPOSES ONLY

EXHIBIT "A"

ITB 20-15 Parks Maintenance Renovation Equipment Storage

Bond No. _____

COMBINATION PAYMENT AND PERFORMANCE BOND FOR PUBLIC CONSTRUCTION

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

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

THE CONDITION OF THIS BOND is that if Principal:

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

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.05(2), (8) and (10), Florida Statutes.

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

IN WITNESS WHEREOF, this performance and payment bond is executed and shall be deemed an original, this _____, day of _____, 2020.

Attest:

(Principal)

(As to Corporate Principal) Secretary

By: _____

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

By:
Name: _____

(Attorney-in-Fact)

(Corporate Seal)

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

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

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.

LEASED EMPLOYEE AFFIDAVIT

EXHIBIT CONTRACT # _____

☐ I hereby certify that I do not utilize an employee leasing company or employee leased employees. I further agree to notify the City in the event these circumstances change.

OR

☐ I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the City in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the City with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any City jobsite.

I further agree to notify the City if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the City in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the City that documents the change of carrier.

I hereby attest that the information provided in this affidavit is accurate. In addition,

I certify that I have read and understand the above statements regarding my responsibility under the Workers' Compensation coverage.

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ **Date:** _____

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



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 _____, a _____ corporation whose principal address is _____ ("Contractor"). The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

- (a) The Contractor hereby agrees to provide to the City, Parks Maintenance Renovation Equipment Storage, pursuant to Intent to Bid 20-15 ("ITB 20-15"). This Contract together with ITB 20-15, Addenda, and Contractor's proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference shall constitute the formal written contract between the City and Contractor. For convenience, Section 3, Scope of Services, of ITB 20-15 and the Bid Tabulation as submitted by Contractor in Contractor's Proposal, are attached hereto as **Exhibit "1"**. A complete copy of ITB 20-15, Addenda, and Contractor's Proposal are available in the Office of the City Clerk. Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

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

Term: This term of this Contract shall become effective on the last date the Contract is signed by the Parties ("Effective Date"). Work shall commence upon issuance of a written Notice to Proceed and shall be substantially complete in 40 days, with final completion 20 days thereafter ("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 Notice to Proceed and a written Purchase Order issued by the City 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 pricing set forth in Exhibit "1," attached hereto, in an amount not to exceed _____ and ____/100 Dollars (\$_____). 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, attached as Exhibit "2," are an integral part of this Contract and must be completed, signed, witnessed and notarized as indicated and returned with the signed Contract:
- Front Page for Bond (F.S. § 255.05)
 - Combination Payment and Performance Bond (F.S. § 255.05)
4. Contract Administration. The Parks and Recreation Director, Susan Lovallo, shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."
5. Liens. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.
6. Termination for Convenience of the City
- 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.
 - 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.
 - Upon receipt of such Notice, the Contractor shall:
 - cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
 - place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
 - terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
 - settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and
 - use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.
 - 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.
 - 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.
 - 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.

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. In the event of default by the contractor, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

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 required by the City to perform the service.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.

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

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.0701, Florida Statutes.

CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129; TELEPHONE: (386) 506-5563; E-MAIL: CITYCLERK@PORTORANGE.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, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions. Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

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. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City

no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Contractor or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

Standard Insurance Requirements											
	Insurance	Standards	Additional Requirements								
☒	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit.	<table><tr><td><u>Contract Amount</u></td><td><u>Limits</u></td></tr><tr><td>Up to \$10 million</td><td>Statutory/\$500,000</td></tr><tr><td>\$10 - \$20 million</td><td>Statutory/\$1,000,000</td></tr><tr><td colspan="2">Contracts over \$20 million To Be Determined by the City.</td></tr></table>	<u>Contract Amount</u>	<u>Limits</u>	Up to \$10 million	Statutory/\$500,000	\$10 - \$20 million	Statutory/\$1,000,000	Contracts over \$20 million To Be Determined by the City.		☐ 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.
<u>Contract Amount</u>	<u>Limits</u>										
Up to \$10 million	Statutory/\$500,000										
\$10 - \$20 million	Statutory/\$1,000,000										
Contracts over \$20 million To Be Determined by the City.											
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 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 owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
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 Agreement 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	
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	Errors and Omissions	<u>Limits:</u> Coverage - \$1,000,000	
☐	Umbrella Policy	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☒	Payment and Performance Bond Required	<u>Limits:</u> Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$25,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for ROB goods under \$25,000.00.		

13. A Contract for the purchase of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

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

15. Modifications or Changes to this Contract

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

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

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

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

16. Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract

to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

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

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

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

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

20. Inspection

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

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

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered

prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

21. Liability for Loss or Damage.

(a) 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.

(b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly includes the costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by City.

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

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

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

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

23. Disputes. The 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 Agreement. 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, MMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

24. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely

affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

25. Controlling Law. **THIS 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.**

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

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

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

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

Copy to: City of Port Orange
Attention: Susan Lovallo, Parks and Recreation Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5852

Contractor: _____
Attention: _____

() - - Telephone
@ .com

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

29. Contract Construction

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

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

[Remainder of this page intentionally left blank]

FOR INFORMATIONAL PURPOSES ONLY

Witnesses:

By: _____

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 2020, by _____, as _____ of _____, a _____ corporation. He/She is _____ personally known or _____ produced _____ as identification.

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

FOR INFORMATIONAL PURPOSES ONLY

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:



End of Solicitation Documents



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5717
purchdiv@port-orange.org

ADDENDUM NO. # 1

September 24, 2020

ITB #20-15 Parks Maintenance Renovations Equipment Storage

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated September 1, 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:

1. Scope of Work for Concrete Pad:

- a. The City is responsible for removing the existing structure.
- b. The Contractor is responsible for all Concrete Pad site preparation after the existing structure is removed.

B. CHANGES TO SPECIFICATIONS:

The following new specifications are now part of the Metal Building Scope of Work:

3. Electrical

- a. One (1) 100AMP Service Panel with twenty-four (24) breakers.
- b. 20-amp Tamper/Water Resistant Outlets- One (1) every ten (10) feet along 100-foot walls. Twenty (20) outlets total.
- c. Eight (8) Exterior LED Motion Sensor Security Lights: All four (4) corners must have one (1) light. The other four (4) lights must be spaced on each side of the building approximately thirty-three (33) feet from each corner.
- d. Five (5) Bay rated LED Lights with min. 35000lm each- One (1) every twenty (20) feet along ceiling.
- e. All wiring and conduit must meet City of Port Orange Codes.
- f. All electrical must be performed by licensed electrician(s).

C. QUESTIONS AND ANSWERS:

Question 1: Other than the 1 site drawing. are there more drawings being provided?

Answer: No other drawings are being provided by the City.

Question 2: What is the size of the building?

Answer: The size of the building is: 30' x 100' x 14'.

Question 3: Will the new building have the same footprint as the current standing structure?

Answer: Yes, it will be the same footprint.

Question 4: Will all permit costs be the responsibility of the General Contractor?

Answer: Yes, and the General Contractor is responsible for their subcontractors.

Question 5: Will there be 20- or 25-foot increments on the bay opening?

Answer: Discretion is up to the General Contractor.

Question 6: Will the structure be galvanized?

Answer: Yes, Roof Material: Heavy Duty 26-gauge galvanized steel roof and wall sheeting and Frame Material: Heavy Duty 14-gauge Galvanized Steel.

Question 7: Will there be any predetermined area for staging?

Answer: Yes, we will work with the General Contractor when that time comes to determine a staging area. All active work areas during and after the project are to be barricaded.

Question 8: Does the City want the overhang at 4 foot?

Answer: Please see Page 12 of the solicitation. "Vertical Roof with 6" overhang (Roof shall include Hat Channels & Ridge Cap)".

Question 9: Does the City want gutters and down spouts?

Answer: They are not necessary.

Question 10: Is the new building a replacement for the building that was there?

Answer: Yes

Question 11: Regarding location, are we talking about off of Oak Street?

Answer: No. Per the Scope of Work, page 12, the site address is 4655 City Center Circle, Port Orange, FL 3212.

Question 12: Is a bid bond required for the project?

Answer: A bid bond is not required for the project.

In all other respects, except as specifically stated herein, the subject ITB #20-15 Parks Maintenance Renovations Equipment Storage remains unchanged.

END OF ADDENDUM NO. #1

Joseph Castro

Buyer

jcastro@port-orange.org



NOTICE OF INTENT TO AWARD

ITB # 20-15

PARKS MAINTENANCE RENOVATIONS EQUIPMENT STORAGE

November 17, 2020

On October 6, 2020, Purchasing received three (3) bid submittals for ITB # 20-15, Parks Maintenance Renovations Equipment Storage Building.

After review of the responses, City Staff has made a recommendation to award to the lowest responsive and responsible bidder, A.G. Pifer Construction Inc. of Daytona Beach, FL 32124 for the total amount of \$157,708.

The recommendation will be presented for City Council approval on **November 17, 2020**.

Joseph Castro
Buyer



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/17/2020

Consent item: Yes

SUBJECT: (C9b) Approval of Change Order #2 to Task Authorization #10 to DJ Design Contract for Interior Design Services for the REC

DEPARTMENT: Parks & Recreation

GOAL:

RECOMMENDED MOTION: Move to approve change order two to TA 10 of the DJ Design Contract and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: Change order 2 to task authorization 10 to the DJ Design contract is for interior design services for the REC. These services are needed to provide colors, furnishings and a plan to tie in the old building that is not receiving any upgrades with the new building. Total cost for these services is \$7,150.00. Funding is available in QPC 082 and staff recommends approval.

Project No.: QPC082 Funding Account No.: 317 and 611

Presenter: Susan Lovallo

ATTACHMENTS:

1.	change order 2 signed by vendor	change order 2 signed by vendor.pdf
2.	change order 2 proposal total	change order 2 proposal total.pdf
3.	change order 2 breakdown DJ Design	change order 2 breakdown DJ Design.pdf
4.	DJ Design Services TA 10 executed	DJ Design Services TA 10 executed.pdf
5.	change order 1 Executed 4 21 2020	change order 1 Executed 4 21 2020.pdf

Susan Lovallo
Susan Lovallo
Sandy Woodman
Lupe Reyna-Coffin
Scott Neils
Matthew Jones
Jake Johansson
Robin Fenwick

Created/Initiated - 10/15/2020
Approved - 10/15/2020
Approved - 10/15/2020
Approved - 10/16/2020
Approved - 10/16/2020
Approved - 11/5/2020
Approved - 11/6/2020
Final Approval - 11/6/2020

CHANGE ORDER NO. 2

To: Task Authorization NO.10 Executed June 26th, 2019, under Master Contract for Architectural Services Dated January 24,2017, with DJ Design Services, Inc.

Project: # QPC082 The Rec Remodel (Gym)

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIMES:	
Original Contract Price:		Original Contract Times	
\$ 187,651.00		Schematic Design Completion: 400 Days	
		Post Design Completion: 13 Months	
Net changes from previous Change Order:		Changes in contract time from previous Change Orders:	
No.1 \$18,000.00		N/A	
Contract Price prior to this Change Order:		Contract Completion Date prior to this Change Order:	
\$ 205,651.00		Post Design Completion: 13 Months	
Net Increase (decrease) of this Change Order No. 2: Increase Line		Changes in contract time requested this Change Order No. (Requires Council Approval)	
\$ 7,150.00		<u>N/A</u>	
Contract Price with all approved Change Orders:		Contract Times with all approved Change Orders:	
\$ 212,801.00		Post Design Completion: 13 Months	

CHANGES ORDERED:

- I. GENERAL: This Change Order is necessary to cover changes in the work to be performed under the Task Authorization NO.10 of the Master Contract for Architectural Services entered by and between the parties on June 26th, 2019.
- II. REQUIRED CHANGES: This C/O #2 is necessary to include additional Interior Design Services not included in the fee proposal. No goods shall be delivered, nor services commenced hereunder until this Change Order has been fully executed by all parties.
- III. JUSTIFICATION:
Changes in scope require Council approval. Is this a scope change? Yes
- IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of the Contract Agreement subject to a limit up to but not to exceed **\$212,801.00**. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.

Acknowledgments:

The change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order;

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein;

The prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under competitive bidding; and,

The change in price and/or delivery date described is fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of this modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

RECOMMENDED BY:

Department Project Manager

Susan L. Lovallo

Printed Name: Susan L Lovallo

Title: Parks & Recreation Director

Date Signed: 10/13/2020

RECOMMENDED BY:

City's Representative

By: N/A

Printed Name: _____

Title: _____

Date Signed: _____

ACCEPTED BY:

Contractor

James M. Wachtel

By: _____

Printed Name: James M. Wachtel

Title: President – DJ Design Services, Inc.

Date Signed: 10-13-2020

RECOMMENDED BY:

Engineer of Record

By: N/A

Printed: _____

Title: _____

Date _____

Signed: _____

APPROVED BY:

CITY OF PORT ORANGE

Department Head—Approval delegated by City Manager. Scope, schedule and cost changes above either \$25K or limit of unforeseen conditions allowance go to City Council.

By: 
Printed Name: Susan L. Lovallo
Title: Parks & Recreation Director

Date Signed: 10/13/2020

City Manager—Approval authority for changes up to either \$25K or limit of unforeseen conditions allowance. Scope and schedule changes sent to City Council.

By: N/A
Printed Name: Jamie. Miller
Title: Acting City Manager

Date Signed: _____

If Council approval is required:

Affirmed:

By: _____
Printed Name: Don Burnette
Title: Mayor

Date Signed: _____

Robin L. Fenwick, MMC, City Clerk

Date Signed: _____



913 N. Nova Road
Holly Hill, Florida 32117
(386) 255-6987 (386) 255-6989 FAX
AA26000567

ARCHITECTS • PLANNERS

October 13, 2020

Susan Lovallo, Director
Parks and Recreation
City of Port Orange
1395 Dunlawton Ave.
Port Orange, Florida 32129

VIA E-mail

RE: 'The Rec' Additions and Remodeling A/E Design Proposal – Port Orange, Project No. 02354.20 Request for Additional Interior Design Services

Susan,

Per our earlier discussions, we did not include Interior Design in our May 31, 2019 fee proposal. We've solicited a fee for same from **HDB Design Group, LLC** for that work, (see attached).

As enumerated herein, their fee includes five (5) site visits. In addition, we have included 10% (\$650) for coordination and incidentals.

Section 9(a) of our Master Contract for Architectural services (RFSQ#16-36) calls for the Contract Administrator to approve Change Orders (b) *if changes cause an increase in Architect's cost of, or time required for the work hereunder*. This claim must be approved in writing, therefore, we are requesting approval for additional services in the amount of **\$7,150**.

Please review this to see if it agrees with *your* understanding of the anticipated work efforts needed. Looking forward to your response, and thanks, as always for considering **DJdesign, Architects and Planners**.

Yours truly,
DJdesign Services, Inc.

Dana M. Smith, Architect
Principal

DESIGN AGREEMENT

October 5, 2020

PROJECT: Port Orange Recreation Center Addition & Renovation
Port Orange, FL

SCOPE: Interior design of 2 new building additions and existing renovation of Misc. common areas. Scope includes New Lobby, Reception, Indoor Playground, Restrooms, Entertainment Room, Activity Room, 3 Studios, Adjacent Offices, Work space & Gallery. Included also would be overall design direction to unify all existing spaces to the new additions.

This will serve as agreement between HDB Design Group, LLC, and DJ Design, Inc for interior design services to be rendered for the above project.

Services to include interior design consisting of:

- Space planning
- Selection of interior finishes
- Selection of furnishings, decorative lighting, and décor.
- Virtual Boards for Design Direction approval
- Material Boards for Final Approval
- FF&E Budgets

ID Construction Drawings to include:

- Finish floor plans
- Furniture layouts with furniture tags
- Material legend
- Finish Schedule
- Elevations as needed for feature areas and for dimensioning wall mounted items
- Details of custom Millwork

Construction Management:

- HDB to review and approve specified ID finish submittals.
- Coordinate with all disciplines as needed through all phases of development & construction (Owner's Rep, GC, Arch, electrical, Installers etc.)

Design fee for said services is \$6,500.00.

Payable as follows:

- \$2,000.00 upon approval of agreement
- \$1,750.00 upon approval of preliminary plans
- \$1,750.00 upon approval of final plans and specifications
- \$1,000.00 upon completion of project

Additional Costs:

There are 5 site visits or Meetings included in this Agreement. Any additional trips would be charged at \$75.00 per hour.

Reimbursables will include excessive reproduction costs or expedited deliveries.

Submitted by:



HDB Design Group, LLC
Tammie Beer
President

Date: 10/5/2020

Accepted by:

DJ Design, Inc.
Dana Smith

Date_____

TASK AUTHORIZATION NO. 10

Master Contract for Architectural Services dated January 24, 2017 Between the City of Port Orange, Florida and DJ Design Services, Inc.

THIS Task Authorization is entered 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 **DJDESIGN SERVICES, INC.**, a Florida corporation with its principal place of business at 913 North Nova Road, Holly Hill, Florida 32117. ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract for Architectural Services dated January 24, 2017, 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 Architectural Design services relating to Port Orange Parks and Recreation Community Center ("The Rec") – Additions and Remodeling A/E Design Proposal Project No. 02354.20, and 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 as follows: (1) Schematic Design and Design Development shall be completed within 400 days after execution of the Task Authorization, and (2) Post design services for Phase I of the project shall be completed within 13 months after execution of the Task Authorization, and or future construction phases, the completion shall be consistent with the funding authority agreement, or as otherwise determined by the Contract Administrator.
4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "A" attached hereto and made a part hereof for all purposes, subject to a limit up not to exceed \$ 187,651.00. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
5. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.
6. The Contract Administrator may be contacted as follows:
Susan Lovallo, Director of Parks & Recreation
1395 Dunlawton Ave., Port Orange, Florida 32129
386-506-5852
slovallo@port-orange.org

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

DJDESIGN SERVICES, INC.

Dana Smith

Printed Name: DANA M. SMITH

By: James M. Wachtel

James M. Wachtel, President

Shannon Foor

Printed Name: Shannon Foor

Date: 6-10-2019

Witnesses:

CITY OF PORT ORANGE

Cynthia K Rivera
Printed Name: _____

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

Ruth E. Thorne
Printed Name: RUTH E. THORNE

Date: 6/26/19

Witnesses:



Ruth E. Thorne
Printed Name: RUTH E. THORNE

By: Robin L. Fenwick
Robin L. Fenwick, CMC, City Clerk

Andrea D. Sylvester
Printed Name: ANDRA D. SYLVESTER

Date: 6/26/19

[CA 5524]



913 N. Nova Road
Holly Hill, Florida 32117
(386) 255-6987 (386) 255-6989 FAX
AA26000567

ARCHITECTS • PLANNERS

May 31, 2019

Susan Lovallo, Director
Parks and Recreation
City of Port Orange
1395 Dunlawton Ave.
Port Orange, Florida 32129

VIA E-mail

RE: 'The Rec' Additions and Remodeling A/E Design Proposal – Port Orange, Project No. 02354.20

Susan,

Per our earlier discussions, we have prepared this fee proposal to help you develop design and construction documents for both phases of 'The Rec'. We have enjoyed the Preliminary Design process that we undertook for the ECHO Grant application and look forward to seeing this project through to completion in the next couple of years.

The anticipated design scope-of-work will begin with meetings with you and key staff to re-focus needs and goals, as we have done previously. This will be augmented by at least two (2) public workshops with Council, staff and citizens.

Our fee for this work is derived as follows: we projected a building construction cost for Phase One of this project at approximately \$1,181,050, and Phase Two at approximately \$1,363,278 (e-mail 9.13.18) for a total of \$2,544,328 with inflation and contingencies not-to-exceed \$3 million.

Based upon those projected *construction costs* which we assume does *not* include Site Civil/Landscaping, we used the **Florida Department of Management Services** (DMS) on-line Fee Guide Calculator (copy attached), which indicates a fee of 7.38% for Average Complexity projects. Full-service A/E compensation for this scope of work would therefore be **\$187,651** (\$2,544,328 X 7.38%). Because both phases together will only encompass approximately 6,800 square feet of new impervious area, it does not exceed the 9,000 square feet threshold which would trigger the need for SRWMD permitting. We will need landscape and irrigation design services to comply with City mandates, but we will absorb that cost.

This fee includes structural, mechanical (HVAC/Plumbing), electrical and fire-protection design and contract documents ready for permitting and construction. The fee will be broken down into the following phases and distributions:

- Schematic Design – 20%: \$37,530
- Design Development – 15%: \$28,148
- Construction Documents – 45%: \$84,443
- Bidding and Negotiation – 5%: \$9,382
- Construction Administration – 15%: 28,148

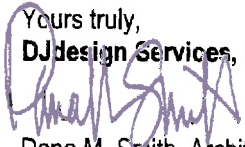
Deliverables will include additions/remodeled floor plans of new/existing spaces, building elevations, building sections, details and interior elevations and color boards to describe "fit and finish" and a statement of probable construction cost at the completion of Construction Documents phase. As before, we will complete the process by creating presentation materials for Council review and approval.

EXHIBIT "A"

Please review this to see if it agrees with *your* understanding of the work efforts needed. If these terms are acceptable, please issue a Task Assignment and Purchase Order in accordance with our Professional Architectural Services agreement (RFSQ #16-36) and we will begin the design work. As before,

Thanks, as always for considering **DJdesign, Architects and Planners**.

Yours truly,
DJdesign Services, Inc.



Dana M. Smith, Architect
Principal



913 North Nova Road
Holly Hill, Florida 32117
(386) 255-6987 (386) 255-6989 FAX
dsmith@djdesigninc.com

ARCHITECTS • PLANNERS

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Department of Management Services

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Fee Guide Calculator For AE Services

Instructions: Fill in probable construction cost at left and the calculations will automatically appear in the corresponding cells.

Project Name	The Rec-Port Orange						
CONSTRUCTION COST FOR BUILDING (Sitework Not Included)	COMPLEXITY GROUP - PERCENTAGE						
	A	B	C	D	E	F	G
\$ 2,544,328	8.70%	8.04%	8.44%	7.38%	6.72%	6.07%	8.39%
CALCULATED FEE	\$221,440	\$204,480	\$214,827	\$187,651	\$171,009	\$154,477	\$213,536

GROUP DEFINITIONS

"A" - CONSIDERABLY MORE THAN AVERAGE COMPLEXITY: Complex Laboratories, Medical Hospitals

"B" - MORE THAN AVERAGE COMPLEXITY: Average Laboratories, Mental Hospitals, Simple Medical Hospitals, Clinics, Court Houses, Theatres, Complex University Buildings, Special Purpose Classrooms, Laboratory Classrooms, Libraries, Auditoriums, Museums, Air Terminals, Food Service Facilities, Specialized Detention Areas, Detention-Treatment Areas, Residences, Emergency Management Centers

"C" - REPAIRS AND RENOVATIONS: Miscellaneous Repairs and Renovations, Alterations to Office Space or Dormitory Space, Fire Code Corrective Work

"D" - AVERAGE COMPLEXITY: General Office Space, General Teaching Space, Gymnasiums, General Detention Living Facilities, Factory Buildings

"E" - LESS THAN AVERAGE COMPLEXITY: Apartment Buildings, Dormitory Buildings, Service Garages, Stadiums, Repetitive Design Facilities, Office Buildings With Undefined Interior Space (open for later partitioning), Specialized Parking Structures

"F" - CONSIDERABLY LESS THAN AVERAGE COMPLEXITY: Warehouses, Parking Garages, Storage Facilities

"G" - BUILDING ENGINEERING SERVICES: Mechanical, Electrical and Structural not exceeding \$1,000,000 in construction (Not including Site Civil)

ADDITIONAL SERVICES & EXPENSES:

The following services are considered Additional to Basic Services and are not included within the basic fee represented by the fee guides:

- Feasibility Studies/ Analysis
- Facility Programming

- LEED Consultation
- Graphic and Signage Design

- Master Planning
- Soils Investigations/Reports
- Surveys -Topographic/Boundary
 - Vegetation/Improvements/Utilities
- Measured Drawings of Existing Facilities
- Existing Facilities Analysis
- Toxic Substance Mitigation Surveys and Consultation
- Site Environmental Assessments
- Site DRI, PUD, Site Plan Review and/or Zoning Modifications
- Traffic Analysis and Traffic Signal Warrant Studies
- Civil Engineering Design including Paving/Grading/Utilities/Drainage/Storm-water Management/Environmental & All Site Permitting
- Existing Site Utility Infrastructure Improvements
- Site Lighting Design
- Landscape Architectural & Irrigation Design
- Specialty Consultants
 - Voice/Data Communications; Electronic/Audio Visual; Food Service Equipment; Hazardous Material; Hospital/Laboratory; Interior Design; Indoor Air Quality; Quality Control; Theater/Acoustical; Security
- Life Cycle Cost (ROI) and/or Federal DOE Energy Analysis

- Special Code Reviews including ACHA
- Detailed Cost Estimates
- Documents Prepared For:
 - Alternate Bids Exceeding Contract Scope
 - Excessive Change Orders
 - Multiple Construction Contracts
 - Record Documents/As Built
- Prolonged Construction Contract Administration Services
- Structural Threshold Inspections
- Project Representation During Construction Beyond Bi-Monthly Administration
- Additional Construction Contract
 - Administration Services for Multiple Contracts
- Building Commissioning and Training Services
- Post Occupancy Inspections/ Evaluations
- Renderings/ Models
- Substantive Changes to Scope, Size or Complexity
- Owner Requested Changes to Approved Documents
- Reimbursable Expenses*
 - Including, but not limited to, reproduction/ printing costs, travel expenses, and special mail service expenses

* As defined in the Division of Real Estate Development and Management Form of Agreement Between Owner and Architect - Engineer.

CHANGE ORDER NO. 1

To: Task Authorization NO.10 Executed June 26th, 2019, Under Master Contract for
Architectural Services dated January 24, 2017, with DJ Design Services, Inc.

Project: QPC082 The Rec Remodel (Gym)

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ 187,651.00	Original Contract Times Schematic Design Completion: 400 days Post Design Completion: 13 months
Net changes from previous Change Order: N/A	Changes in contract time from previous Change Orders: N/A
Contract Price prior to this Change Order: \$ 187,651.00	Contract Completion Date prior to this Change Order: Post Design Completion: 13 months
Net Increase (decrease) of this Change Order No.1: \$ 18,000.00	Changes in contract time requested this Change Order No. __: (Requires Council Approval) N/A
Contract Price with all approved Change Orders: \$ 205,651.00	Contract Times with all approved Change Orders: Post Design Completion: 13 months

CHANGES ORDERED:

- I. **GENERAL:** This Change Order is necessary to cover changes in the work to be performed under the Task Authorization NO.10 of the Master Contract for Architectural Services entered by and between the parties on June 26, 2019.
- II. **REQUIRED CHANGES:** To provide Civil Engineering Services. No goods shall be delivered nor services commenced hereunder until this Change Order has been fully executed by all parties.
- III. **JUSTIFICATION:**
Changes in scope require Council approval. Is this a scope change? Yes
- IV. **PAYMENT:** Payment for this Change Order shall be made in accordance with the terms of Task Authorization No.10 subject to a limit up to but not to exceed \$205,651.00. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.
- V. This Change Order may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Change Order shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Change Order.

Acknowledgments:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order;

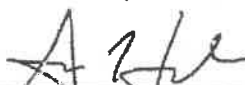
It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein;

The prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under competitive bidding; and,

The change in price and/or delivery date described is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of this modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

RECOMMENDED BY:

Department Project Manager

By: 
Printed Name: Susan L. Lovallo
Title: Parks and Recreation Director

Date Signed: 2-20-2020

RECOMMENDED BY:

City's Representative

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

ACCEPTED BY:

Contractor

By: 
Printed Name: James M. Wachtel
Title: President - DJ Design Services, Inc.

Date Signed: 2-20-2020

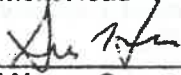
RECOMMENDED BY:

Engineer of Record

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By: 
Printed Name: Susan L. Lovallo
Title: Parks and Recreation Director

Date Signed: 2-20-2020

City Manager
By: N/A
M.H. Johansson, City Manager

Date Signed: _____

If Council approval is required:

Affirmed 
By: Robin L. Fenwick, City Clerk
Date Signed: 4/21/2020


Donald A. Burnette, Mayor
Date Signed: 4/21/2020



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/17/2020

Consent item: Yes

SUBJECT: (C9c) Approval of Seventh Amendment to Agreement Between the City of Port Orange and the County of Volusia Regarding the Provision of Fire Suppression Services to a Certain Service Area

DEPARTMENT: Fire/Rescue Services

GOAL:

RECOMMENDED MOTION: Move to approve Seventh Amendment to Agreement Between the City of Port Orange and the County of Volusia Regarding the Provision of Fire Suppression Services to a Certain Service Area.

SUMMARY: The Fire Chief requests council approval for a two year fire protection contract extension for the amount of \$50,000 per year. This provides fire protection for enclave areas within Port Orange that Volusia County Fire has no resources to provide protection.

Project No.: Funding Account No.:

Presenter: Ken Fustin

ATTACHMENTS:

1.	7th Amendment to Fire Suppression Agreement (2) year - 2020	7th Amendment to Fire Suppression Agreement (2) year - 2020.pdf
2.	Seventh Agreement Fiscal Info	Seventh Agreement Fiscal Info.pdf

Krista Williams	Created/Initiated - 10/22/2020
Ken Fustin	Approved - 10/22/2020
Lupe Reyna-Coffin	Approved - 10/22/2020
Scott Neils	Approved - 10/22/2020
Matthew Jones	Approved - 11/9/2020
Jake Johansson	Approved - 11/12/2020
Robin Fenwick	Final Approval - 11/12/2020

**SEVENTH AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF PORT ORANGE
AND
THE COUNTY OF VOLUSIA
REGARDING THE PROVISION OF
FIRE SUPPRESSION SERVICES TO A
CERTAIN SERVICE AREA**

This Seventh Amendment to Agreement Between the City of Port Orange and the County of Volusia Regarding the Provision of Fire Suppression Services to a Certain Service Area (“Seventh Amendment”) is made and entered into by and between the **COUNTY OF VOLUSIA, FLORIDA**, a body corporate and politic and a political subdivision of the State of Florida, with its business address at 123 W. Indiana Ave., DeLand, Florida 32720 (“County”), and the **CITY OF PORT ORANGE**, a municipal corporation under the laws of the State of Florida with administrative offices located at 1000 City Center Circle, Port Orange, Florida 32169 (here in after referred to as “Port Orange”), pursuant to Chapters 125 and 163 of the Florida Statutes (2019). This is the Seventh Amendment to the original Agreement between the City of Port Orange and the County of Volusia Regarding the Provision of Fire Suppression Services to a Certain Service Area (hereinafter referred to as “Agreement.”)

WITNESSETH:

WHEREAS, on October 1, 2012, County entered into the Agreement with Port Orange for fire suppression services with an expiration date of February 28, 2013;

WHEREAS, on May 2, 2013, the parties agreed to amend the Agreement through a first amendment to extend the contract term from February 28, 2013, through September 30, 2013;

WHEREAS, the parties agreed to amend the Agreement through a second amendment to amend the fees for service and to extend the contract term from September 30, 2013, to September 30, 2015;

WHEREAS, the parties agreed to amend the Agreement through a third amendment to extend the contract term from September 30, 2015, to September 30, 2016;

WHEREAS, the parties agreed to amend the Agreement through a fourth amendment to extend the contract term from September 30, 2016, to September 30, 2018;

WHEREAS, the parties agreed to amend the Agreement through a fifth amendment to extend the contract term from September 30, 2018, to September 30, 2019;

WHEREAS, the parties agreed to amend the Agreement through a sixth amendment to extend the contract term from September 30, 2019, to September 30, 2020; and,

WHEREAS, the parties hereby agree to further amend the Agreement by this Seventh Amendment to extend the contract term to September 30, 2022.

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and other specific consideration set forth in this Seventh Amendment, the receipt and sufficiency of which is acknowledged by the County and Port Orange, the parties agree and stipulate as follows:

1. The foregoing recitals are true, correct and material to this Seventh Amendment and the Agreement.

Section 8.1 of **ARTICLE 8 – FEES FOR SERVICE** is hereby amended to read as follows:

8.1 VOLUSIA will pay PORT ORANGE the sum of FIFTY THOUSAND (\$50,000) DOLLARS as a yearly fee for FIRE SUPPRESSION SERVICES into the SERVICE AREA commencing on October 1, 2020 for the term of this Agreement.

2. Section 10.1 of **ARTICLE 10 – TERM OF AGREEMENT** is hereby amended to read as follows:

10.1 This Agreement shall remain in full force and effect for a period commencing retroactively on October 1, 2020, (the effective date) and ending on September 30, 2022, all dates inclusive, unless this Agreement is otherwise extended or terminated in accordance with the terms hereof.

3. This Seventh Amendment is incorporated by reference into the Agreement as if fully set forth therein. Except as provided above, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect and are hereby ratified and reaffirmed by the parties hereto. In the event of any conflict or inconsistency between the provisions set forth in this Seventh Amendment and the Agreement or any amendments prior in time to this Seventh Amendment, this Seventh Amendment shall govern and control.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Seventh Amendment to the Agreement between the City of Port Orange and the County of Volusia Regarding the Provision of Fire Suppression Services to a Certain Service Area to be executed by their duly authorized officers on the dates set forth below.

ATTEST:

COUNTY OF VOLUSIA

By: _____
George Recktenwald
County Manager

By: _____
Ed Kelley
County Chair

Dated: _____

Dated: _____

ATTEST:

CITY OF PORT ORANGE

By: _____
Robin L. Fenwick, MMC
City Clerk

By: _____
Donald O. Burnette
Mayor

Dated: _____

Dated: _____

Williams, Krista

From: Fustin, Ken
Sent: Monday, October 26, 2020 3:40 PM
To: Williams, Krista
Subject: FW: Revenue question

See Terrys response below on that revenue question for Civic Clerk.

Ken Fustin

Chief of Department
Port Orange Fire Rescue
City of Port Orange
1090 City Center Blvd.
Port Orange, FL 32129
Office 386-506-5910
Cell 386-214-6947
Fax 386-756-5405
kfustin@port-orange.org
www.port-orange.org



The discipline that comes before, and actually eliminates the need for corrective action, is training and trust. Teach functional intelligence; not totalitarianism

From: Bodine, Terry <tbodine@port-orange.org>
Sent: Thursday, October 22, 2020 3:14 PM
To: Fustin, Ken <kfustin@port-orange.org>
Subject: RE: Revenue question

Chief,

I couldn't find any type of attachment in CivicClerk, but I did find the agenda item. I'm confident this is the 7th Amendment to the Agreement which we've invoiced through 09/30/20.

The Revenue category would be **Fire Protection Service Charge**. There's \$50,000 budgeted for this category (see below). I would just show it as that. I hope this helps.

Details View

Plan	Plan Line Type	Year	Amendment Date	Ledger Account	Fund	Worktags
FY21 Adjusted Budget Detail		FY2021		340000:Charges for Services	001 General Fund	Cost Center: General Revenues Fund: 001 General Fund Revenue Category: Fire Protection Service Charge Revenue

Terry Bodine, CFE

Accounts Receivable Accountant
City of Port Orange | Finance Department
1000 City Center Circle
Port Orange, FL 32129-4144
Phone: 386-506-5716
E-Mail: TBodine@port-orange.org
www.port-orange.org



From: Fustin, Ken <kfustin@port-orange.org>
Sent: Thursday, October 22, 2020 11:30 AM
To: Bodine, Terry <tbodine@port-orange.org>
Subject: Revenue question

11/17/2020 Regular City Council Meeting - Item B.17.

Could you please review the Civic Clerk agenda item I have created. I'm not sure how to show it as revenue.....this is that 2 year fire protection agreement for enclave protection with Volusia County.

Thank you,

Ken Fustin

Chief of Department
Port Orange Fire Rescue

City of Port Orange

1090 City Center Blvd.

Port Orange, FL 32129

Office 386-506-5910

Cell 386-214-6947

Fax 386-756-5405

President-Volusia County Fire Chiefs Association

kfustin@port-orange.org

www.port-orange.org





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/17/2020

Consent item: Yes

SUBJECT: (C10) Resolution No. 20-22 - Approval of Grant Agreement for \$225,840 from U.S. Department of Housing and Urban Development Community Development Block Grant Coronavirus Funds

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 20-22.

SUMMARY: On March 27, 2020 President Trump signed the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) to respond to the growing effect of the COVID-19 public health crisis. The CARES Act made available Community Development Block Grant Coronavirus (CDBG-CV) Funds. The City of Port Orange was awarded \$225,840.00 for Round 1 of grant funds to be used to prevent, prepare for, and respond to COVID-19. No match is required.

A Public Hearing was held on June 15, 2020 in Council Chambers to discuss the proposed use of the CDBG-CV funds. A new activity was submitted to HUD on June 25, 2020 proposing funds be utilized for Public Services that assist qualified Port Orange residents impacted by COVID-19. HUD provided the Funding Approval and Agreement for Round 1 on October 22, 2020.

Project No.: Funding Account No.: 110

Presenter: Amanda Lasecki

ATTACHMENTS:

1.	Reso No 20-22 Approval of Grant Agreement for CDBG-CV funds	Reso 20-22 Approval of CDBG-CV Grant Agreement.pdf
2.	Port Orange CARES Act Funding Approval/Agreement	Port Orange CARES Act CDBG-CV1 CPD Director Signed.pdf
3.	CDBG Award Letter - Port Orange	CDBG Award Letter - Port Orange.pdf
4.	CDBG-CV Special Grant Conditions	CDBG-CV Special Grant Conditions.pdf
5.	Port Orange CARES Act Award Transmittal Letter	Port Orange CARES Act Grant Transmittal CPD Director Signed.pdf
6.	Quick-Guide-CDBG-Infectious-Disease-Response	Quick-Guide-CDBG-Infectious-Disease-Response.pdf

Amanda Lasecki	Created/Initiated - 10/27/2020
Scott Neils	Approved - 10/27/2020
Lupe Reyna-Coffin	Approved - 11/5/2020
Matthew Jones	Approved - 11/5/2020
Jake Johansson	Approved - 11/6/2020
Robin Fenwick	Final Approval - 11/6/2020

RESOLUTION NO. 20-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORT ORANGE, VOLUSIA COUNTY, FLORIDA;
ACCEPTANCE OF GRANT FUNDS FROM THE U.S.
DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK
GRANT CORONAVIRUS (CDBG-CV) FUNDS;
AUTHORIZING THE MAYOR AND CITY CLERK TO
EXECUTE AGREEMENTS AND CONTRACTS; PROVIDING
FOR AN EFFECTIVE DATE.

WHEREAS, the City has been approved to receive a \$225,840.00 grant from the U.S. Department of Housing and Urban Development for Administrative and Planning Costs and the Public Services Project; and

WHEREAS, the City Council of the City of Port Orange desires to ratify and accept the grant funding from the U.S. Department of Housing and Urban Development.

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 ratifies the acceptance of grant funding in the amount of \$225,840.00.

Section 2. The Mayor and City Clerk shall be authorized to execute any and all documents, agreement or contracts necessary to implement this Resolution.

Section 3. This Resolution shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Adopted on the _____ day of _____, 2020

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

Funding Approval/Agreement

Title I of the Housing and Community
Development Act (Public Law 930383)
HI-00515R of 20515R

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Community Development Block Grant Program

OMB Approval No. 2506-0193
exp 5/31/2018

1. Name of Grantee (as shown in item 5 of Standard Form 424) Port Orange	3a. Grantee's 9-digit Tax ID Number 596000412	3b. Grantee's 9-digit DUNS Number 080827082
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 1000 City Center Circle Port Orange, FL 32129-	4. Date use of funds may begin (mm/dd/yyyy)	
	5a. Project/Grant No. 1 B-20-MW-12-0053	6a. Amount Approved \$225,840
	5b. Project/Grant No. 2	6b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Lisa Hill		Grantee Name (Contractual Organization) Port Orange (City Of Port Orange)	
Title CPD Director		Title	
Signature 	Date (mm/dd/yyyy) 09/21/2020	Signature 	Date (mm/dd/yyyy)

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Special Conditions (check one) ☐ None ☒ Attached	9a. Date HUD Received Submission (mm/dd/yyyy)	10. check one ☒ a. Orig. Funding Approval ☐ b. Amendment Amendment Number
		9b. Date Grantee Notified (mm/dd/yyyy)	
		9c. Date of Start of Program Year (09/21/2020)	
11. Amount of Community Development Block Grant			
a. Funds Reserved for this Grantee		FY (2020)	
b. Funds now being Approved			
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency City Of Port Orange 1000 City Center Circle Port Orange, FL 32129-
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency
	Title
	Signature 

HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153											
	176											
		Y						Project Number		Amount		
		Y						Project Number		Amount		
Date Entered PAS (mm/dd/yyyy)		Date Entered LOCCS (mm/dd/yyyy)		Batch Number		Transaction Code		Entered By		Verified By		



ASSISTANT SECRETARY FOR
COMMUNITY PLANNING AND DEVELOPMENT

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

April 2, 2020

The Honorable Don Burnette
Mayor of Port Orange
1000 City Center Circle
City Hall
Port Orange, FL 32129-4144

Dear Mayor Burnette:

I am pleased to inform you of a special allocation to your jurisdiction of Community Development Block Grant funds to be used to prevent, prepare for, and respond to the coronavirus (COVID-19). This allocation was authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, which was signed by President Trump on March 27, 2020, to respond to the growing effects of this historic public health crisis.

The CARES Act made available \$5 billion in Community Development Block Grant Coronavirus (CDBG-CV) funds. Of this amount, the Department is immediately allocating \$2 billion based on the fiscal year 2020 CDBG formula. The remaining \$3 billion shall be allocated based on needs using best available data, in the following tranches: \$1 billion shall be allocated to States and insular areas within 45 days of enactment of the Cares Act, and \$2 billion shall be distributed to states and local governments at the discretion of the Secretary. Up to \$10 million will be set aside for technical assistance. Given the immediate needs faced by our communities, the Department has announced the first allocation of funds. Your jurisdiction's allocation is \$225,840.

The CARES Act adds additional flexibility for both the CDBG-CV grant and, in some cases, for the annual FY2020 CDBG grants in these unprecedented times. The public comment period is reduced to not less than 5 days, grantees may use virtual public hearings when necessary for public health reasons, the public services cap is suspended during the emergency, and States and local governments may reimburse costs of eligible activities incurred for pandemic response regardless of the date.

In addition, the CARES Act authorizes the Secretary to grant waivers and alternative requirements of statutes and regulations the Secretary administers in connection with the use of CDBG-CV funds and fiscal year 2019 and 2020 CDBG funds (except for requirements related to fair housing, nondiscrimination, labor standards, and the environment). Waivers and alternative requirements can be granted when necessary to expedite and facilitate the use of funds to prevent, prepare for, and respond to coronavirus.

The Department is developing a notice that will further describes the CARES Act's provisions, a Quick Guide to the CARES Act flexibilities and other provisions, and other resources

to enable swift implementation of CDBG-CV grants. As these become available, they will be posted on HUD's website and distributed to grantees. The Department will also support grantees with technical assistance.

As you develop your plan for the use of these grant funds, we encourage you to consider approaches that prioritize the unique needs of low- and moderate-income persons and the development of partnerships between all levels of government and the private for-profit and non-profit sectors. You should coordinate with state and local health authorities before undertaking any activity to support state or local pandemic response. CDBG-CV grants will be subject to oversight, reporting, and requirements that each grantee have adequate procedures to prevent the duplication of benefits. HUD will provide guidance and technical assistance on DOB and regarding prevention of fraud, waste, and abuse and documenting the impact of this program for beneficiaries.

The Office of Community Planning and Development (CPD) is looking forward to working with you to successfully meet the urgent and complex challenges faced by our communities. If you or any member of your staff has questions, please contact your local CPD Field Office Director or CPDQuestionsAnswered@hud.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'John Gibbs', with a stylized, cursive script.

John Gibbs
Acting Assistant Secretary
for Community Planning and Development
U.S. Department of Housing and Urban Development

Additional CDBG-CV Requirements

In addition to the terms and conditions in the Funding Approval/Agreement, the following requirements apply to Grantees receiving CDBG-CV funds in accordance with the Coronavirus Aid, Relief and Economic Security Act (CARES Act) (Pub. L. 116-136).

- 1) The Grantee agrees to comply with the requirements in the CARES Act that apply to CDBG-CV grants and must use the CDBG-CV grant funds to prevent, prepare for and respond to coronavirus.
- 2) The grantee agrees to comply with the requirements of the Housing and Community Development Act of 1974 (42 USC 5301 et seq.) and implementing regulations at 24 CFR part 570, as now in effect and as may be amended from time to time, and as modified by the rules, waivers and alternative requirements published by HUD from time to time. Rules, waivers and alternative requirements of Federal Register notices applicable to CDBG-CV grants are hereby incorporated into and made a part of the grant agreement.
- 3) The Grantee may use CDBG-CV funds as reimbursement for previously incurred costs, provided that those costs are allowable and consistent with the CARES Act's purpose to prevent, prepare for and respond to coronavirus.
- 4) The grantee agrees to establish and maintain adequate procedures to prevent any duplication of benefits as required by section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155), as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 132 Stat. 3442).
- 5) The period of performance for the funding assistance specified in the Funding Approval/Agreement ("Funding Assistance") shall be six years. It shall begin on the date specified in item 4 in the Funding Approval/Agreement and shall end six years later, on the month and day specified in item 4. The Grantee shall not incur any obligations to be paid with the Funding Assistance after this period of performance.
- 6) The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Funding Approval/Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Funding Approval/Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

Administering		Direct
<u>Department/Agency</u>	<u>Indirect cost rate</u>	<u>Cost Base</u>
<u>N/A</u>	<u>N/A %</u>	<u>N/A</u>
<u> </u>	<u> %</u>	<u> </u>
<u> </u>	<u> %</u>	<u> </u>
<u> </u>	<u> %</u>	<u> </u>
<u> </u>	<u> %</u>	<u> </u>

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

- 7) In addition to the conditions contained in the Funding Approval/Agreement (form HUD 7082), the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.

- 8) The grantee shall ensure that no CDBG-CV funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water- related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107–118) shall be considered a public use for purposes of eminent domain.

- 9) The Grantee or unit of general local government that directly or indirectly receives CDBG-CV funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
- 10) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.
- 11) CDBG-CV funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source – This condition is included as requirement on the use of fiscal year 2020 CDBG funds by the Community Development Fund heading, Department of Housing and Urban Development Appropriations Act, 2020, Public Law 116-94, and is made applicable to this grant by the CARES Act).



U. S. Department of Housing and Urban Development
Jacksonville Field Office
CPD Division, 4HD
Charles Bennett Federal Building
400 West Bay Street, Suite 1015
Jacksonville, Florida 32202-4410

City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Dear Honorable Donald O. Burnette:

SUBJECT: CARES Act Award Transmittal

The Jacksonville Florida Field Office would like to thank you for your continued diligence in responding to the coronavirus crisis. The Coronavirus Aid, Relief and Economic Security (CARES) Act provides funding to enable your community to prevent, prepare for, and respond to coronavirus through providing quality subsidized housing and expanding economic opportunities for low-and moderate-income persons through Department of Housing and Urban Development (HUD) programs.

Your community has been awarded CARES Act funding as noted below. You will need to execute a grant agreement amendment for any subsequent rounds of funding in addition to the original grant agreement for Round 1 program funds.

One grant agreement or grant agreement amendment, as applicable, is attached for each program awarded as follows:

Community Development Block Grant Program (CDBG-CV) Round 1 \$225,840

Transmittal of a grant agreement or grant agreement amendment does not constitute approval of the activities described in your Consolidated Plan. You are reminded that you, as the grantee, are responsible for ensuring that all grant funds are used in accordance with all program requirements. An executed grant agreement is a legally binding agreement.

CARES Act Provisions

The CARES Act awards follow the existing regulations for each program, with additional flexibilities and suspensions that have been provided by HUD as well as those that will be outlined in forthcoming applicable program Notices. The HOPWA-CV notice was issued on May 8, 2020 and is posted here: https://www.hud.gov/program_offices/comm_planning. Once CDBG and ESG Program Notices are final, they will be transmitted to all grantees for use in administering each program and will also be published in the Federal Register. Access the current waiver memoranda on HUD.gov here: https://www.hud.gov/program_offices/comm_planning

HUD's mission is to increase homeownership, support community development and increase access to affordable housing free from discrimination.



U. S. Department of Housing and Urban Development
Jacksonville Field Office
CPD Division, 4HD
Charles Bennett Federal Building
400 West Bay Street, Suite 1015
Jacksonville, Florida 32202-4410

Administrative Guidelines

Electronic signatures and email transmission are approved for the following:

- Grant agreements
- Grant agreement amendments
- IDIS Online Access Request Form (HUD 27055)
- Request for Release of Funds
- Direct Deposit Sign-Up form (SF-1199A)

The Chief Elected Official and/or designee should execute two (2) copies of each attached grant agreement or grant agreement amendment, as applicable. To establish a Line of Credit for the supplemental CARES Act funds, it will be necessary for your agency to sign, execute and return one (1) copy of each grant agreement or grant agreement amendment. Electronic signature and email submission of the agreement or amendment to the field office is approved. Return one (1) copy of each agreement or amendment to this office to the attention of Lisa A. Hill, Director, Community Planning and Development. Please ensure the signatory signs the CDBG-CV grant agreement in the box directly across from the HUD CPD Director's signature. The CDBG-CV Funding Approval/Agreement should **not** be electronically signed in box 12c. Maintain a copy of each agreement with the original signature on site in your program files.

If there is a need to add or remove individuals authorized to access the Integrated Disbursement Information System (IDIS), please submit an IDIS Online Access Request Form (HUD 27055), which can be signed and notarized electronically. Additionally, if there is a need to establish or change the depository account where these funds are to be wired, a Direct Deposit Sign-Up form (SF-1199A) must be completed electronically by your financial institution and returned to this office by email with a copy of a voided check.

You are reminded that these grants are subject to the provisions of 24 CFR Part 58 Environmental Review Procedures unless requirements are waived through the CARES Act. Funds for covered activities may not be obligated or expended until HUD has approved the release of funds. A request for release of funds (RROF) must be accompanied by an environmental certification, and until the RROF is approved and notification is received, no HUD funds should be committed. If the project or activity is exempt per 24 CFR 58.34 or categorically excluded (except in extraordinary circumstances), no RROF is required. Updated procedures are available at <https://www.hudexchange.info/news/office-of-environment-and-energy-guidance-in-response-to-covid-19/>.

All grantees must ensure they maintain active Dun and Bradstreet Numbering System (DUNS) numbers in the System for Award Management (SAM) system. Entities must have an active and unexpired DUNS before execution of grant agreements to avoid delays in

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Jacksonville Field Office
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Jacksonville, Florida 32202-4410

the obligation of funds which will delay your ability to drawdown funds in IDIS. Grantees are required to maintain an active SAMs registration by re-activating their DUNS number annually in the SAM system for the entire drawdown period of their grants. DUNS numbers can be registered and renewed each year at the following website: <https://www.sam.gov/SAM/>.

Thank you for your efforts in supporting community needs in order to prevent, prepare for and respond to coronavirus, and we are available to assist you in accomplishing your programs goals. If you have any questions or need further information or assistance, please contact Floretta Green at (904) 208-6083 or Floretta.W.Green@hud.gov

Sincerely,

LISA HILL

Digitally signed by: LISA HILL
DN: CN = LISA HILL C = US O = U.S.
Government OU = Department of
Housing and Urban Development, Office
of Community Planning and Development
Date: 2020.10.20 07:34:10 -04'00'

Lisa A. Hill, Director
Office of Community Planning and
Development

Enclosures

CARES Act CDBG-CV Grant
CV Transmittal Letter Attachment – CARES Act Guidance FINAL

*HUD's mission is to increase homeownership, support community
development and increase access to affordable housing free from discrimination.*

www.hud.gov

espanol.hud.gov

Quick Guide to CDBG Eligible Activities to Support Coronavirus and Other Infectious Disease Response

REVISED April 6, 2020

Grantees should coordinate with local health authorities before undertaking any activity to support state or local pandemic response. Grantees may use Community Development Block Grant (CDBG) funds for a range of eligible activities that prevent and respond to the spread of infectious diseases such as the coronavirus.

Examples of Eligible Activities to Support Coronavirus and Other Infectious Disease Response

<i>For more information, refer to applicable sections of the Housing and Community Development Act of 1974 (for State CDBG Grantees) and CDBG regulations (for Entitlement CDBG grantees).</i>	
Buildings and Improvements, Including Public Facilities	
Acquisition, construction, reconstruction, or installation of public works, facilities, and site or other improvements. <i>See section 105(a)(2) (42 U.S.C. 5305(a)(2)); 24 CFR 570.201(c).</i>	Construct a facility for testing, diagnosis, or treatment.
	Rehabilitate a community facility to establish an infectious disease treatment clinic.
	Acquire and rehabilitate, or construct, a group living facility that may be used to centralize patients undergoing treatment.
Rehabilitation of buildings and improvements (including interim assistance). <i>See section 105(a)(4) (42 U.S.C. 5305(a)(4)); 24 CFR 570.201(f); 570.202(b).</i>	Rehabilitate a commercial building or closed school building to establish an infectious disease treatment clinic, e.g., by replacing the HVAC system.
	Acquire, and quickly rehabilitate (if necessary) a motel or hotel building to expand capacity of hospitals to accommodate isolation of patients during recovery.
	Make interim improvements to private properties to enable an individual patient to remain quarantined on a temporary basis.
Assistance to Businesses, including Special Economic Development Assistance	
Provision of assistance to private, for-profit entities, when appropriate to carry out an economic development project. <i>See section 105(a)(17) (42 U.S.C. 5305(a)(17)); 24 CFR 570.203(b).</i>	Provide grants or loans to support new businesses or business expansion to create jobs and manufacture medical supplies necessary to respond to infectious disease.
	Avoid job loss caused by business closures related to social distancing by providing short-term working capital assistance to small businesses to enable retention of jobs held by low- and moderate-income persons.
Provision of assistance to microenterprises. <i>See section 105(a)(22) (42 U.S.C. 5305(a)(22)); 24 CFR 570.201(o).</i>	Provide technical assistance, grants, loans, and other financial assistance to establish, stabilize, and expand microenterprises that provide medical, food delivery, cleaning, and other services to support home health and quarantine.

Provision of New or Quantifiably Increased Public Services	
Following enactment of the CARES Act¹, the public services cap² has no effect on CDBG-CV grants and no effect on FY 2019 and 2020 CDBG grant funds used for coronavirus efforts. <i>See section 105(a)(8) (42 U.S.C. 5305(a)(8)); 24 CFR 570.201(e).</i>	Carry out job training to expand the pool of health care workers and technicians that are available to treat disease within a community.
	Provide testing, diagnosis or other services at a fixed or mobile location.
	Increase the capacity and availability of targeted health services for infectious disease response within existing health facilities.
	Provide equipment, supplies, and materials necessary to carry-out a public service.
	Deliver meals on wheels to quarantined individuals or individuals that need to maintain social distancing due to medical vulnerabilities.
Planning, Capacity Building, and Technical Assistance	
States only: planning grants and planning only grants. <i>See section 105(a)(12).</i>	Grant funds to units of general local government may be used for planning activities in conjunction with an activity, they may also be used for planning only as an activity. These activities must meet or demonstrate that they would meet a national objective. These activities are subject to the State's 20 percent administration, planning and technical assistance cap.
States only: use a part of to support TA and capacity building. <i>See section 106(d)(5) (42 U.S.C. 5306(d)(5)).</i>	Grant funds to units of general local government to hire technical assistance providers to deliver CDBG training to new subrecipients and local government departments that are administering CDBG funds for the first time to assist with infectious disease response. This activity is subject to the State's 3 percent administration, planning and technical assistance cap.
Entitlement only: data gathering, studies, analysis, and preparation of plans and the identification of actions that will implement such plans. <i>See 24 CFR 570.205.</i>	Gather data and develop non-project specific emergency infectious disease response plans.

Planning Considerations

Infectious disease response conditions rapidly evolve and may require changes to the planned use of funds:

- CDBG grantees must amend their Consolidated Annual Action Plan (Con Plan) when there is a change to the allocation priorities or method of distribution of funds; an addition of an activity not described in the plan; or a change to the purpose, scope, location, or beneficiaries of an activity (24 CFR 91.505).
- If the changes meet the criteria for a "substantial amendment" in the grantee's citizen participation plan, the grantee must follow its citizen participation process for amendments (24 CFR 91.105 and 91.115).
- Under the CARES Act, CDBG grantees may amend citizen participation and Con Plans concurrently in order to establish and implement expedited procedures with a comment period of no less than 5-days.

Resources

The Department has technical assistance providers that may be available to assist grantees in their implementation of CDBG funds for activities to prevent or respond to the spread of infectious disease. Please contact your local CPD Field Office Director to request technical assistance from HUD staff or a TA provider.

- Submit your questions to: CPDQuestionsAnswered@hud.gov
- Coronavirus (COVID-19) Information and Resources: <https://www.hud.gov/coronavirus>
- CPD Program Guidance and Training: <https://www.hudexchange.info/program-support/>

¹ On March 27, 2020, President Trump approved the Coronavirus Aid, Relief, and Economic Security Act (Public Law 116-136) (CARES Act). The CARES Act makes available \$5 billion in CDBG coronavirus response (CDBG-CV) funds to prevent, prepare for, and respond to coronavirus.

² Section 105(a)(8) of the HCD Act caps public service activities at 15 percent of most CDBG grants. Some grantees have a different percentage cap.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/17/2020

Consent item: Yes

SUBJECT: (C11) Resolution No. 20-65 - Budget Appropriation - FY20 Budget Execution Review - Final Year End True-Up

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 20-65.

SUMMARY: City staff has completed a review of the budget execution for the fiscal year ending September 30, 2020. The attached budget resolution provides for the recognition of the budget changes recommended based on this review.

Staff recommends approval of the attached Resolution. Please see the attachments for specific detail.

Project No.: Funding Account No.:

Presenter: Scott Neils

ATTACHMENTS:

1.	Resolution No. 20-65 with exhibit	Reso. No. 20-65 FY20 Final Budget Execution Review - CC Mtg 11-17-20.pdf
2.	x Reso No. 20-65 Composite Exh A - FY20 BER - CC Mtg 11-17-20	x Reso No. 20-65 Composite Exh A - FY20 BER - CC Mtg 11-17-20.xlsx

Robin Fenwick
Lupe Reyna-Coffin
Scott Neils
Matthew Jones
Jake Johansson
Robin Fenwick

Created/Initiated - 9/25/2020
Approved - 11/5/2020
Approved - 11/5/2020
Approved - 11/6/2020
Approved - 11/6/2020
Final Approval - 11/6/2020

RESOLUTION NO. 20-65

A RESOLUTION OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, APPROPRIATING
OPERATING AND CAPITAL FUNDS FOR VARIOUS
CITY OPERATIONS FOR FISCAL YEAR 2020;
SETTING FORTH REVENUES AND EXPENDITURES;
AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Port Orange has approved the Budget Execution review;
and

WHEREAS, the City Council desires to appropriate the funds related to operations
and capital projects shown in the Budget Execution Review, and to set forth, appropriate
and change appropriations of certain revenues and expenses.

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

Section 1. The funds for City operations and capital projects are hereby
appropriated as set forth in Composite Exhibit A, attached hereto, which reflects revenues
and corresponding expenditures for the designated project.

Section 2. The Operating and Capital Budget items adopted in the preceding
section shall govern the expenditures relating to such operations and projects for the City
during the 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 Fenwick, MMC, City Clerk

Adopted on the day of

Reviewed and Approved: _____
Matthew J. Jones, City Attorney

COMPOSITE EXHIBIT A

Resolution No. 20-65

FY2020 General Fund (001)
 PREPARED: November 5, 2020
 FINANCE: Finance Staff

		BUDGET INCREASE(DECREASE)
<u>REVENUES:</u>		
Admin Fee on Impact Fees - Fire (311)		(415)
Admin Fee on Impact Fees - Transportation - (312)		682
Admin Fee on Impact Fees - Water and Sewer - (405)		20,235
Admin Fee on Impact Fees - Recreation - (611)		2,276
Total Charges for Services - Admin Fee		22,778
Special Assessments - Community Dev - Tree Mitigation Fees		17,623
Miscellaneous Revenue - ICMA Forfeitures		27,572
Appropriated Fund Balance		71,448
TOTAL REVENUES:		139,421
<u>EXPENDITURES:</u>		
Finance - Internal Bldg Maintenance Charge	11,798	
Community Development - Other Operating Supplies	17,623	
Finance - COVID-19 Expenditures (ZEM020)	95,000	
Finance - Tropical Storm Isaias Expenditures (ZEM021)	15,000	139,421
TOTAL EXPENDITURES:		139,421

**To budget for additional Administrative Fees due to greater than anticipated Impact Fees collected; to budget for additional Tree Mitigation Fees collected by Community Development Department; to budget for ICMA Forfeiture; to budget for unanticipated expenditures related to COVID-19 (ZEM020) and Tropical Storm - Hurricane Isaias (ZEM021)*

COMPOSITE EXHIBIT A**Resolution No. 20-65**

FY2020 **Grant Fund (199)**
PREPARED: **November 5, 2020**
FINANCE: **Finance Staff**

	BUDGET
	INCREASE(DECREASE)

REVENUES:**Intergovernmental Revenue - State Grant**

FDLE / CESF	3,232
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TOTAL REVENUES:	3,232
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EXPENDITURES:

Expenditures - COVID- 19 - Police	3,232
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TOTAL EXPENDITURES:	3,232
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To budget for a portion of the Florida Department of Law Enforcement-Coronavirus Emergency Supplemental Funding for the prevention, preparation and response to the Coronavirus to cover expenses incurred in FY20. (Total Award \$77,296 / FY20 portion \$3,232, FY21 \$74,064)

COMPOSITE EXHIBIT A

Resolution No. 20-65

FY2020 Fire Impact Fee Fund (311)
PREPARED: November 5, 2020
FINANCE: Finance Staff

	BUDGET
	INCREASE(DECREASE)

REVENUES:

Appropriated Equity	(415)
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TOTAL REVENUES:	(415)
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EXPENDITURES:

Fire Services	(415)
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TOTAL EXPENDITURES:	(415)
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**To budget for additional administrative fees to the General Fund due to greater than anticipated Impact Fee Revenue.*

COMPOSITE EXHIBIT A

Resolution No. 20-65

FY2020 Transportation Impact Fees Fund (312)
PREPARED: November 5, 2020
FINANCE: Finance Staff

		BUDGET
		INCREASE(DECREASE)
<u>REVENUES:</u>		
Impact Fees		<u>682</u>
TOTAL REVENUES:		<u><u>682</u></u>
<u>EXPENDITURES:</u>		
Transportation		<u>682</u>
TOTAL EXPENDITURES:		<u><u>682</u></u>

**To budget for additional administrative fees to the General Fund due to greater than anticipated Impact Fee Revenue.*

COMPOSITE EXHIBIT A

Resolution No. 20-65

FY2020 Water & Sewer Impact Fee Fund 405
PREPARED: November 5, 2020
FINANCE: Finance Staff

	BUDGET
	INCREASE(DECREASE)

REVENUES:

Impact Fees	20,235
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TOTAL REVENUES:	20,235
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EXPENDITURES:

Water and Sewer	20,235
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TOTAL EXPENDITURES:	20,235
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**To budget for additional administrative fees to the General Fund due to greater than anticipated Impact Fee Revenue.*

COMPOSITE EXHIBIT A**Resolution No. 20-65**

FY2020 **Golf Course - Fund 450**
PREPARED: **November 5, 2020**
FINANCE: **Finance Staff**

	BUDGET
	INCREASE(DECREASE)
<u>REVENUES:</u>	
Appropriated Fund Balance	<u>7,900</u>
TOTAL REVENUES:	<u><u>7,900</u></u>

EXPENDITURES:

Capital Outlay - Golf Course	<u>7,900</u>
TOTAL EXPENDITURES:	<u><u>7,900</u></u>

To budget for unanticipated cost to partially cover repair and replacement of irrigation system at the Golf Course.

COMPOSITE EXHIBIT A**Resolution No. 20-65**

FY2020
PREPARED:
FINANCE:

Risk Management (504)
November 5, 2020
Finance Staff

	BUDGET
	INCREASE(DECREASE)

REVENUES:

Miscellaneous Revenue	112,985
TOTAL REVENUE	112,985

EXPENDITURES:

Insurance Claims Expense	112,985
TOTAL EXPENSES	112,985

To budget for revenue received for Insurance claims reimbursement and settlements and appropriate to cover unanticipated Insurance Claims Loss

COMPOSITE EXHIBIT A

Resolution No. 20-65

FY2020 Recreation Impact Fee Fund 611
PREPARED: November 5, 2020
FINANCE: Finance Staff

	BUDGET
	INCREASE(DECREASE)

REVENUES:

Impact Fees	2,276
TOTAL REVENUES:	2,276

EXPENDITURES:

Recreation	2,276
TOTAL EXPENDITURES:	2,276

**To budget for additional administrative fees to the General Fund due to greater than anticipated Impact Fee Revenue.*

COMPOSITE EXHIBIT A

Resolution No. 20-65

FY2020 **General Fund (001)**
PREPARED: **November 5, 2020**
FINANCE: **Finance Staff**

		BUDGET
		INCREASE(DECREASE)
<u>REVENUES:</u>		
Admin Fee on Impact Fees - Fire (311)		(415)
Admin Fee on Impact Fees - Transportation - (312)		682
Admin Fee on Impact Fees - Water and Sewer - (405)		20,235
Admin Fee on Impact Fees - Recreation - (611)		2,276
Total Charges for Services - Admin Fee		22,778
Special Assessments - Community Dev - Tree Mitigation Fees		17,623
Miscellaneous Revenue - ICMA Forfeitures		27,572
Appropriated Fund Balance		71,448
TOTAL REVENUES:		139,421
<u>EXPENDITURES:</u>		
Finance - Internal Bldg Maintenance Charge	11,798	
Community Development - Other Operating Supplies	17,623	
Finance - COVID-19 Expenditures (ZEM020)	95,000	
Finance - Tropical Storm Isaias Expenditures (ZEM021)	15,000	139,421
TOTAL EXPENDITURES:		139,421

**To budget for additional Administrative Fees due to greater than anticipated Impact Fees collected; to budget for additional Tree Mitigation Fees collected by Community Development Department; to budget for ICMA Forfeiture; to budget for unanticipated expenditures related to COVID-19 (ZEM020) and Tropical Storm - Hurricane Isaias (ZEM021)*

COMPOSITE EXHIBIT A**Resolution No. 20-65**

FY2020 **Grant Fund (199)**
PREPARED: **November 5, 2020**
FINANCE: **Finance Staff**

	BUDGET
	INCREASE(DECREASE)
<u>REVENUES:</u>	
Intergovernmental Revenue - State Grant	
FDLE / CESF	3,232
TOTAL REVENUES:	<u>3,232</u>

EXPENDITURES:

Expenditures - COVID- 19 - Police	3,232
TOTAL EXPENDITURES:	<u>3,232</u>

To budget for a portion of the Florida Department of Law Enforcement-Coronavirus Emergency Supplemental Funding for the prevention, preparation and response to the Coronavirus to cover expenses incurred in FY20. (Total Award \$77,296 / FY20 portion \$3,232, FY21 \$74,064)

COMPOSITE EXHIBIT A

Resolution No. 20-65

FY2020 Fire Impact Fee Fund (311)
PREPARED: November 5, 2020
FINANCE: Finance Staff

	BUDGET
	INCREASE(DECREASE)

REVENUES:

Appropriated Equity	<u>(415)</u>
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TOTAL REVENUES:	<u><u>(415)</u></u>
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EXPENDITURES:

Fire Services	<u>(415)</u>
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TOTAL EXPENDITURES:	<u><u>(415)</u></u>
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**To decrease budget for administrative fees to the General Fund due to lower than anticipated Impact Fee Revenue.*

Resolution No. 20-65

FY2020 **Transportation Impact Fees Fund (312)**
PREPARED: **November 5, 2020**
FINANCE: **Finance Staff**

	BUDGET
	INCREASE(DECREASE)
<u>REVENUES:</u>	
Impact Fees	682
TOTAL REVENUES:	682
<u>EXPENDITURES:</u>	
Transportation	682
TOTAL EXPENDITURES:	682

**To budget for additional administrative fees to the General Fund due to greater than anticipated Impact Fee Revenue.*

COMPOSITE EXHIBIT A

Resolution No. 20-65

FY2020 Water & Sewer Impact Fee Fund 405
PREPARED: November 5, 2020
FINANCE: Finance Staff

		BUDGET
		INCREASE(DECREASE)
<u>REVENUES:</u>		
Impact Fees		20,235
TOTAL REVENUES:		<u>20,235</u>
<u>EXPENDITURES:</u>		
Water and Sewer		20,235
TOTAL EXPENDITURES:		<u>20,235</u>

**To budget for additional administrative fees to the General Fund due to greater than anticipated Impact Fee Revenue.*

COMPOSITE EXHIBIT A**Resolution No. 20-65**

FY2020 **Golf Course - Fund 450**
PREPARED: **November 5, 2020**
FINANCE: **Finance Staff**

		BUDGET
		INCREASE(DECREASE)
<u>REVENUES:</u>		
Appropriated Fund Balance		<u>7,900</u>
TOTAL REVENUES:		<u><u>7,900</u></u>
<u>EXPENDITURES:</u>		
Capital Outlay - Golf Course		<u>7,900</u>
TOTAL EXPENDITURES:		<u><u>7,900</u></u>

To budget for unanticipated cost to partially cover repair and replacement of irrigation system at the Golf Course.

COMPOSITE EXHIBIT A**Resolution No. 20-65**

FY2020
PREPARED:
FINANCE:

Risk Management (504)
November 5, 2020
Finance Staff

		BUDGET
		INCREASE(DECREASE)
<u>REVENUES:</u>		
Miscellaneous Revenue		112,985
TOTAL REVENUE		112,985
<u>EXPENDITURES:</u>		
Insurance Claims Expense		112,985
TOTAL EXPENSES		112,985

To budget for revenue received for Insurance claims reimbursement and settlements and appropriate to cover unanticipated Insurance Claims Loss

FY2020 Recreation Impact Fee Fund 611
PREPARED: November 5, 2020
FINANCE: Finance Staff

	BUDGET
	INCREASE(DECREASE)

REVENUES:

Impact Fees	2,276
TOTAL REVENUES:	2,276

EXPENDITURES:

Recreation	2,276
TOTAL EXPENDITURES:	2,276

**To budget for additional administrative fees to the General Fund due to greater than anticipated Impact Fee Revenue.*



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/17/2020

Consent item: Yes

SUBJECT: (C12) Resolution No. 20-67 - Correction/Appropriation for FY21 Operating and Capital Budget

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION:

SUMMARY: In review of the approved FY21 Budget entered into Workday, It was noted that there were items that were inadvertently missed or that corrections needed to be made.

In the composite schedule provided, there is a description for each change, by fund.

When the CARES Act reimbursement budget was amend in the November 4, 2020 Council meeting, the full reimbursement was allocated to First Responder salaries. There were items on the original budget that now require funding, such as Gear Extractors.

It was noted that the approved CIP and Non-General Fund A La Carte items were excluded from the upload of the budget.

After the budget was approved, the actual cost for the CRA audit was determined to be \$4,500 per CRA rather than the estimate of \$3,000, and the Sewer charge from Ponce Inlet was not included in the original budget estimate.

This Resolution corrects/appropriates the FY21 Budget for the affected Funds.

Project No.: Funding Account No.:

Presenter: Scott Neils

ATTACHMENTS:

1.	Resolution No. 20-67 with exhibit	Reso No 20-67 BUdget .pdf
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Scott Neils
Scott Neils
Lupe Reyna-Coffin

Created/Initiated - 10/16/2020
Approved - 11/4/2020
Approved - 11/5/2020

Matthew Jones
Jake Johansson
Robin Fenwick

Approved - 11/12/2020
Approved - 11/12/2020
Final Approval - 11/12/2020

RESOLUTION NO. 20-67

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REVISING AND APPROPRIATING OPERATING, AND CAPITAL FUNDS FOR THE FISCAL YEAR 2021 BUDGET; TO BUDGET FOR UPCOMING EXPENDITURES FOR PURCHASES OF GEAR EXTRACTOR, LINKEDIN TRAINING, COMPUTERS, AND COVID-19 RESPONSE (ZEM020); TO BUDGET FOR ADDITIONAL AUDIT FEES FOR EASTPORT COMMUNITY REDEVELOPMENT AGENCY AND TOWN CENTER COMMUNITY REDEVELOPMENT AGENCY; TO BUDGET FOR A PORTION OF COLLABORATIVE SOLUTIONS CONTRACT CONSULTING; TO BUDGET FOR ROADS AND SIDEWALKS PROJECTS; TO BUDGET FOR SIDEWALK CONSTRUCTION; TO BUDGET FOR CUSTOMER SERVICE BUDGET RELATED TO PONCE INLET INTERLOCAL; TO BUDGET FOR AND CORRECT A DATA ENTRY ERROR RELATED TO WATER AND SEWER R & R FUND 403; TO BUDGET FOR TIRE MOUNT/DISMOUNT MACHINE; SETTING FORTH REVENUES AND EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to budget for the upcoming expenditure for the Fire Department's Gear Extractor (Fund 001); and

WHEREAS, the City Council desires to budget for the upcoming expenditure for Administrative Services LinkedIn Training (Fund 001); and

WHEREAS, the City Council desires to budget for the upcoming expenditure for Finance Department's purchase of computers (Fund 001); and

WHEREAS, the City Council desires to budget for the upcoming expenditure for Non-Departmental COVID-19 Response (ZEM020) (Fund 001); and

WHEREAS, the City Council desires to budget for the upcoming expenditure for additional audit fees in the Community Redevelopment Agency for Eastport Fund 102;

and

WHEREAS, the City Council desires to budget for the upcoming expenditure for additional audit fees in the Community Redevelopment Agency for Town Center Fund 103; and

WHEREAS, the City Council desires to budget for the upcoming expenditure for a portion of Collaborative Solutions Contract Consulting in the Building Special Revenue Fund 109; and

WHEREAS, the City Council desires to budget for roads and sidewalks projects upcoming expenditures in the Capital Improvement Projects Fund 301; and

WHEREAS, the City Council desires to budget for sidewalk construction in Transportation Impact Fee Fund 312; and

WHEREAS, the City Council desires to budget for customer service budget related to Ponce Inlet Interlocal in the Water and Sewer O & M Revenue Fund 401; and

WHEREAS, the City Council desires to budget for and correct a data entry error related to Water and Sewer R & R Fund 403; and

WHEREAS, the City Council desires to budget for in house street sweeping services in the Stormwater Utility Operating Fund 412; and

WHEREAS, the City Council desires to budget for tractor maintenance in the Forestry Management Fund 420; and

WHEREAS, the City Council desires to budget for tire mount/dismount machine in the Vehicle Maintenance Service Fund 503; 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 operating and 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 items adopted in the preceding section shall govern the expenditures relating to such operations for the City during the current fiscal year effective October 1, 2020 through September 30, 2021.

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 Fenwick, MMC, City Clerk

Adopted on the _____ day of _____

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

COMPOSITE EXHIBIT

20-67

PREPARED: November 17, 2020
FINANCE: Finance Staff

Fund	Description	Total Amount	New Budget Request	Non-GF Approved A La Carte	CIP Budget Error Correction	REF	Notes - To budget for
001	General Fund	\$ 124,000	\$ 124,000			NEW	GF: Non-Dept, COVID19 Response (\$50,000) - estimated budget for FY21; Fire, Gear Extractors (\$44,000)/ HR, LinkedIn Training (\$25,000)/Finance, Computers (\$5,000) These Items were on the original CARES Act budget reequest, which was supplanted with the revised budget request approved on November 4.
102	CRA - Eastport	1,500	1,500			NEW	Additional audit fees for required Single Audit not knows at during budget development
103	CRA - Town Center	1,500	1,500			NEW	
109	Building Special Revenue Fund	15,000	15,000			NEW	Prorated share (25%) of the Collaborative Solution Consulting contract of \$60,000 (allocated between GF(001) Finance (25%), Fund 401 - Customer Service (50%) and Fund 109 Building Fund. This was missed in the original budget request. Portions related to GF and Fund 401 were included in the FY21 Approved Budget.
301	Capital Improvement Projects	415,000			\$ 415,000	CIP	FY21 Roads Budget \$365,000, Approved CIP- City Center Sidewalk Project URP011 (moved from FY22) \$50,000 /
312	Transportation Impact Fees	13,000			13,000	CIP	Approved CIP OMI023 - Sidewalk Construction
401	Water and Sewer O & M Revenue Fund	99,617	23,122	\$ 76,495		A	Cross Connection Program Coordinator (\$44,495) Truck for CC (\$32,000), New - Fund 401 - Customer Service budget for Interlocal Agreement with City of Ponce Inlet - Invoice received after budget approval - was not in original budget
403	Water and Sewer R&R Fund	2,997,000			2,997,000	CIP	Approved CIP - Building New Construction (Project UBO011) - Data entry error
412	Stormwater Utility Operating Fund	644,369		644,369		A	Equipment Operators (2) \$81,369, Street Sweepers (2 @ 262,500) \$525,000, Trailer \$20,000, Mover deck for Kaiser \$18,000.
420	Forestry Management Fund	60,000		60,000		A	
503	Vehicle Maintenance Service Fund	25,000		25,000		A	
TOTAL:		\$ 4,395,986	\$ 165,122	\$ 805,864	\$ 3,425,000		

A - Approved A La Carte - Omitted from Final Approved Budget Resolution
CIP - Included in CIP presentation / omitted from Final Budget Resolution

FY 2021: GENERAL FUND (#001)
PREPARED: November 17, 2020
FINANCE: Finance Staff

		PROPOSED BUDGET
<u>REVENUES:</u>		
Appropriated Equity		124,000
TOTAL REVENUES:		124,000
<u>EXPENDITURES:</u>		
Human Resources		25,000
Fire Services		44,000
Finance		5,000
Non-Departmental		50,000
TOTAL EXPENDITURES:		124,000

FY 2021: Building Special Revenue Fund (#109)
PREPARED: November 17, 2020
FINANCE: Finance Staff

	PROPOSED BUDGET
<u>REVENUES:</u>	
Appropriated Equity	15,000
TOTAL REVENUES:	15,000
<u>EXPENDITURES:</u>	
Community Development-Building	15,000
TOTAL EXPENDITURES:	15,000

FY 2021: Capital Improvements Fund (#301)
PREPARED: November 17, 2020
FINANCE: Finance Staff

		PROPOSED BUDGET
<u>REVENUES:</u>		
Appropriated Equity		415,000
TOTAL REVENUES:		415,000
<u>EXPENDITURES:</u>		
Public Works		415,000
TOTAL EXPENDITURES:		415,000

FY 2021: Transportation Impact Fees (#312)
PREPARED: November 17, 2020
FINANCE: Finance Staff

		PROPOSED BUDGET
<u>REVENUES:</u>		
Appropriated Equity		13,000
TOTAL REVENUES:		13,000
<u>EXPENDITURES:</u>		
Public Works		13,000
TOTAL EXPENDITURES:		13,000

FY 2021: Water & Sewer O&M Fund (#401)
PREPARED: November 17, 2020
FINANCE: Finance Staff

		PROPOSED BUDGET
<u>REVENUES:</u>		
Appropriated Equity		99,617
TOTAL REVENUES:		99,617
<u>EXPENDITURES:</u>		
Customer Service		23,122
Water/Sewer Distribution		76,495
TOTAL EXPENDITURES:		99,617

FY 2021: Drainage Utility Fund (#403)
PREPARED: November 17, 2020
FINANCE: Finance Staff

	PROPOSED BUDGET
<u>REVENUES:</u>	
Appropriated Equity	<u>2,997,000</u>
TOTAL REVENUES:	<u><u>2,997,000</u></u>
<u>EXPENDITURES:</u>	
Drainage Utility	<u>2,997,000</u>
TOTAL EXPENDITURES:	<u><u>2,997,000</u></u>

FY 2021: Drainage Utility Fund (#412)
PREPARED: November 17, 2020
FINANCE: Finance Staff

	PROPOSED BUDGET
<u>REVENUES:</u>	
Appropriated Equity	<u>644,369</u>
TOTAL REVENUES:	<u><u>644,369</u></u>
<u>EXPENDITURES:</u>	
Drainage Utility	<u>644,369</u>
TOTAL EXPENDITURES:	<u><u>644,369</u></u>

FY 2021: Forestry Fund (#420)
PREPARED: November 17, 2020
FINANCE: Finance Staff

	PROPOSED BUDGET
<u>REVENUES:</u>	
Miscellaneous Revenue	35,000
Permits, Fees, and Special Assessments	25,000
TOTAL REVENUES:	60,000
<u>EXPENDITURES:</u>	
Non-Departmental	60,000
TOTAL EXPENDITURES:	60,000

FY 2021: Vehicle Maintenance Fund (#503)
PREPARED: November 17, 2020
FINANCE: Finance Staff

	PROPOSED BUDGET
<u>REVENUES:</u>	
Appropriated Equity	25,000
TOTAL REVENUES:	<u>25,000</u>
<u>EXPENDITURES:</u>	
Vehicle Maintenance	25,000
<i>** Estimated impact to GF @ 65% was included in the approved operating budget</i>	
TOTAL EXPENDITURES:	<u>25,000</u>



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/17/2020

Consent item: No

SUBJECT: (C13) Resolution No. 20-69 - Budget Resolution to appropriate funds for the CDBG-CV Grant Award

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 20-69.

SUMMARY: Resolution No. 20-69 - Budget Resolution to appropriate funds for the CDBG-CV Grant - Award accepted with approval of Resolution 20-22

Project Funding Account No.: Fund:Grant Fund 110; Ledger Account: Public
No.: Services
Fund: Grant Fund; Ledger Account: Planning and Administration

Presenter:

ATTACHMENTS:

1.	Budget Resolution No. 20-69 with exhibit	Bud Reso 20-69 - FY2020 CDBG - CARES Grant CC 11-17-2020.pdf
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Scott Neils
Scott Neils
Lupe Reyna-Coffin
Matthew Jones
Jake Johansson
Robin Fenwick

Created/Initiated - 10/27/2020
Approved - 11/5/2020
Approved - 11/5/2020
Approved - 11/6/2020
Approved - 11/6/2020
Final Approval - 11/6/2020

RESOLUTION NO. 20-69

A RESOLUTION OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, BUDGETING FOR
FY2020 COMMUNITY DEVELOPMENT BLOCK
GRANT - CORONAVIRUS AID, RELIEF AND
ECONOMIC SECURITY ACT (CARES) IN THE CDBG
SPECIAL REVENUE FUND (FUND 110) IN THE
AMOUNT OF \$225,840, AND APPROPRIATE SAME;
SETTING FORTH REVENUES AND EXPENDITURES;
AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council desires to budget for Community Development Block Grant, authorized by the Coronavirus, Aid, Relief and Economic Security Act (CARES Act) Public Law 116-136 which makes funds available to be used to prevent, prepare for, and respond to the coronavirus (COVID-19). The City of Port Orange allocation of \$225,840 will be budgeted in the CDBG Special Revenue Fund (Fund 110).

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, 2020 through September 30, 2021.

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



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/17/2020

Consent item: Yes

SUBJECT: (C14) Resolution No. 20-70 - Partial Easement Vacation - Lot 23 of Waters Edge Phase XII (6831 Forkmead Lane)

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 20-70 to vacate 10 feet of the existing 20-foot platted Drainage Easement on Lot 23 of Waters Edge XII.

SUMMARY: Community Development Department has received an easement vacation application for a partial vacation of an existing drainage easement to accommodate the construction of a swimming pool. The property, Lot 23 of Waters Edge Phase XII, is located at 6831 Forkmead Lane. There is a platted 20-foot wide Drainage Easement along the rear property line. The property owners, James and Patricia Brack, met with City staff regarding the proposed partial easement vacation and there is no staff objection to the vacation of a 10-foot wide portion of the existing 20-foot wide Drainage Easement along the rear property line.

The easement vacation application and legal description have been reviewed for completeness and accuracy. City departments have reviewed the application and have no outstanding concerns. There are no planned drainage or utility improvements proposed for the subject area. All franchise utility companies have provided a release letter for the subject areas. The easement area may be vacated, as described in the attached Exhibit "A".

Project No.: Funding Account No.:

Presenter: Tim Burman

ATTACHMENTS:

1.	Resolution No. 20-70 with exhibit	Reso 20-70.pdf
2.	6831 Forkmead Case Summary Revised	6831 Forkmead Case Summary Revised.doc
3.	6831 Forkmead Easement Vacation Application	6831 Forkmead Easement Vacation Application.pdf
4.	6831 Forkmead HOA Approval Letter	6831 Forkmead HOA Approval Letter.pdf
5.	6831 Forkmead Location Map	6831 Forkmead Location Map.pdf
6.	6831 Forkmead Site Plan of Proposed Pool	6831 Forkmead Site Plan of Proposed Pool.pdf
7.	6831 Forkmead Sketch & Legal Desc	6831 Forkmead Sketch & Legal Desc.pdf

Lisa Epstein	Created/Initiated - 10/26/2020
Tim Burman	Approved - 10/28/2020
Shannon Balmer	Approved - 11/5/2020
Jake Johansson	Approved - 11/6/2020
Robin Fenwick	Final Approval - 11/6/2020

RESOLUTION NO. 20-70

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, VACATING A PORTION OF THE REAR YARD DRAINAGE EASEMENT LOCATED AT 6831 FORKMEAD LANE ON LOT 23 OF WATERS EDGE SUBDIVISION – PHASE XII; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, James B. Brack and Patricia R. Brack, are the record owners of Lot 23, Waters Edge Subdivision – Phase XII, according to the Warranty Deed recorded in Official Records Book 7525, Page 4371, Public Records of Volusia County, Florida, and have applied for the vacation of a 10-foot wide portion of the 20-foot wide northerly rear-yard drainage easement located at 6831 Forkmead Ln., in connection with the construction of a pool; and

WHEREAS, the applicant has complied with the requirements of Section 177.101(4), Florida Statutes; and

WHEREAS, the City Council of the City of Port Orange has the power and authority to vacate publicly dedicated easements within the City limits under constitutional home rule powers and Chapters 166 and 177, Florida Statutes; and

WHEREAS, the City Council of the City of Port Orange has determined that the public's interest in that portion of the easements to be vacated is not required in its present location, and that it is in the best interest and welfare of the City of Port Orange and the citizens thereof to vacate and abandon that portion of the drainage and utility easements as more particularly described on the attached **Exhibit "A."**

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

Section 1. The interest of the public in the portion of the drainage and utility easements depicted and described on the attached Exhibit "A," is hereby declared to be vacated and abandoned, and any right, title and interest of the public in and to the attached easement hereby vacated are renounced and disclaimed. All other easements located within Lot 23, the Waters Edge Subdivision – Phase XII, not previously vacated shall remain in full force and effect.

Section 2. By accepting this vacation of the drainage and utility easements, the Property Owner accept full and sole responsibility for any damage to any private improvements placed or constructed within the vacated area.

Section 3. This resolution shall become effective immediately upon recording of a certified copy of this resolution in the Public Records of Volusia County, Florida.

MAYOR DONALD O. BURNETTE

ATTEST

Robin L. Fenwick, MMC, City Clerk

Adopted on the _____ day of _____, 2020

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION:

The southerly 10.00 feet of the northerly 20.00-feet wide Drainage Easement located on Lot 23, Waters Edge - Phase XII, as per the plat recorded in Map Book 56, Pages 145 and 146, Public Records of Volusia County, Florida.

CASE SUMMARY
CASE NO. 20-35000005
LOT 23 - WATERS EDGE VII

Submittal Date.: 07/22/2020		Application Fee: \$250.00	
Property Address/Location: 6831 Forkmead Ln		Parcel No.: 7306 1000 02 30	
Staff Contact: Greg Holden			
Applicant's Name: James & Patricia Brack		Owner's Name: James & Patricia Brack	
Applicant's Address: 6831 Forkmead Ln Port Orange, FL 32128		Owner's Address: 6831 Forkmead Ln Port Orange, FL 32128	
Description of Request: To vacate a 10-foot wide portion of the 20-foot wide Drainage Easement at the rear of the property for the purpose of construction of a swimming pool.			
SUMMARY OF EVENTS: X Application received X Advertised in News Journal CC approved request Quit claim sent to applicant/owner			
CITY COUNCIL MEETING DATE:		RESOLUTION NO.: 20-56	
COMMENTS: This has been reviewed by Public Utilities and Public Works with no objections. All Utility letters have been received with no objections.			



CITY OF PORT ORANGE

Department of Community Development
Engineering Division

CASE NO.

DATE APPLICATION RECEIVED

20-3500006

1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129 PHONE: (386) 506-5600 FAX: (386) 506-5699
www.port-orange.org

EASEMENT VACATION APPLICATION

Applicant: James Brack

Address: 6831 Forkmead Ln, Port Orange, FL 32128

Phone: (484) 354-7941

Fax:

Email: brackpj@yahoo.com

Property Owner(s): James and Patricia Brack

Address: 6831 Forkmead Ln, Port Orange, FL 32128

Phone: (484) 354-7941

Fax:

Email: brackpj@yahoo.com

Subject Property Address: 6831 Forkmead Ln, Port Orange, FL 32128

Subdivision Name: Waters Edge

Lot Number: 23

Parcel No.: 730610000230

(Provide a separate attachment for additional properties if necessary)

Legal Description of the proposed easement vacation area *(provide a separate attachment if necessary)*:
06 17 33 Lot 23 Waters Edge Phase XII MB 56 PGS 145-146 PER OR 7525 PG 4371

Purpose for the proposed easement vacation: To build a pool.

REQUIRED ATTACHMENTS

1. A current, original, sealed property survey showing all structures, easements, and the proposed easement vacation area
2. A copy of the recorded deed for the property
3. A property tax payment certification or a copy of the total property tax payment receipt
4. The application processing and recording fee payment of \$250.00
5. The completed original application form (notarized signatures required on Page 2)

Applicant Signature: James Brack P Brack Date: 7/12/2020
Printed Name: James Brack Patricia Brack

I HEREBY GRANT AUTHORIZATION FOR THE ABOVE LISTED APPLICANT TO ACT ON MY BEHALF:

Property Owner Signature: James Brack Date: 7/12/2020
Printed Name: James Brack Date: 7/12/2020
Property Owner Signature: P Brack Date: 7/12/2020
Printed Name: Patricia Brack Date: 7/12/2020

**STATE OF FLORIDA
COUNTY OF VOLUSIA**

The foregoing instrument was acknowledged before me by means of [☒] physical presence or [☐] online
notarization this 12th day of July, 2020 by James Brack, Patricia Brack
who [☐] is personally known to me or [☒] who has produced Drivers License as identification.



[Signature]
Notary Public, State of Florida
Printed Name, Commission, & Term Expiration Date:

WATERS EDGE AT PORT ORANGE HOMEOWNERS ASSOCIATION, INC.

To: City of Port Orange
Lisa Epstein-Engineering Specialist
Department of Community Development
1000 City Center Circle
Port Orange, FL 32129

RE: Vacation of Easement:
Waters Edge Lot 23
6831 Forkmead Lane
Port Orange, FL 32128

From: Waters Edge at Port Orange HOA

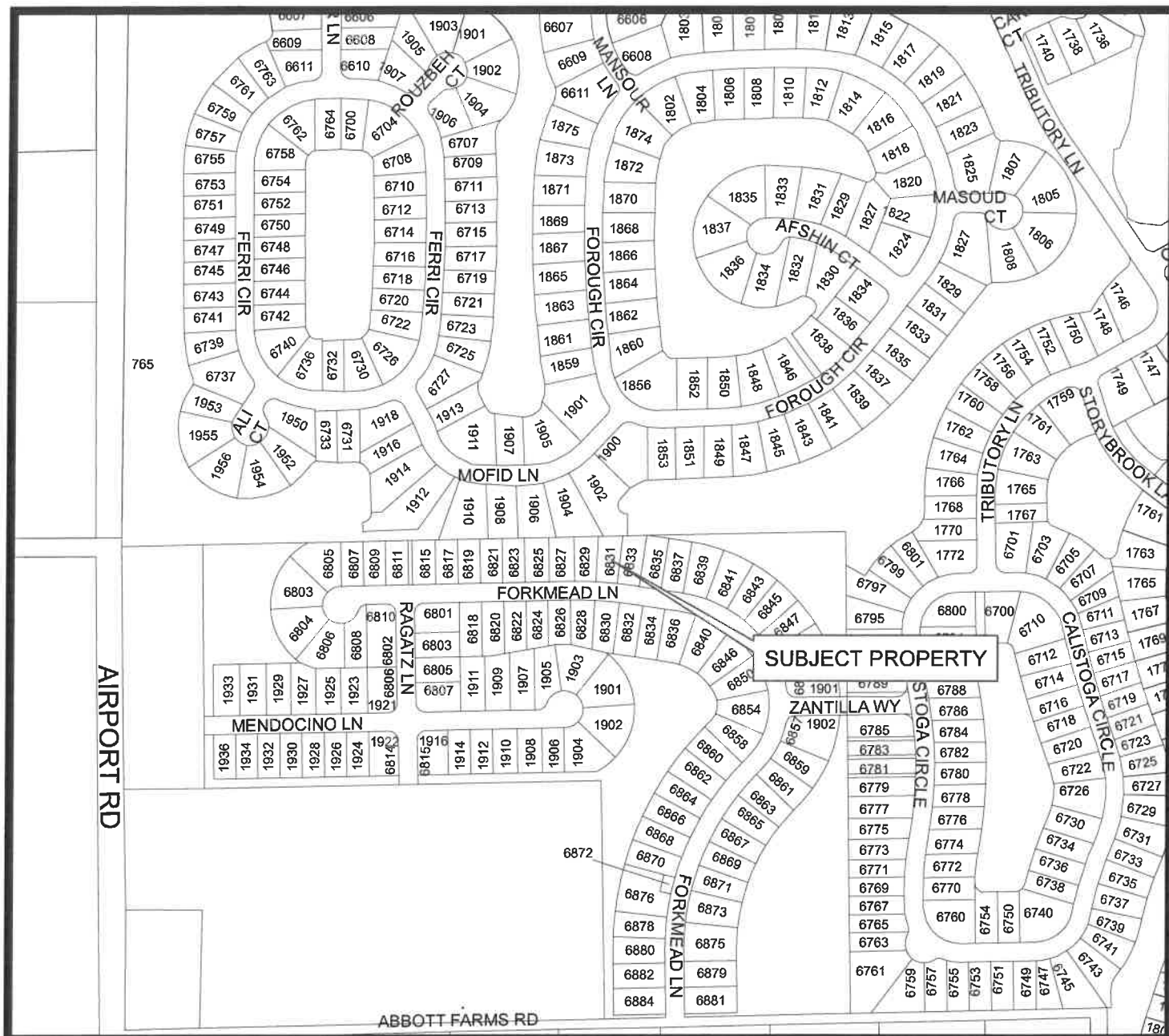
To whom it may concern:

At this time, the Board of Directors here at Waters Edge at Port Orange has no objection to releasing our rights in the platted Drainage Easement on the southernmost 10' on Lot 23 Parcel 730610000230.

Please let us know if there is anything you may need in addition to this letter.

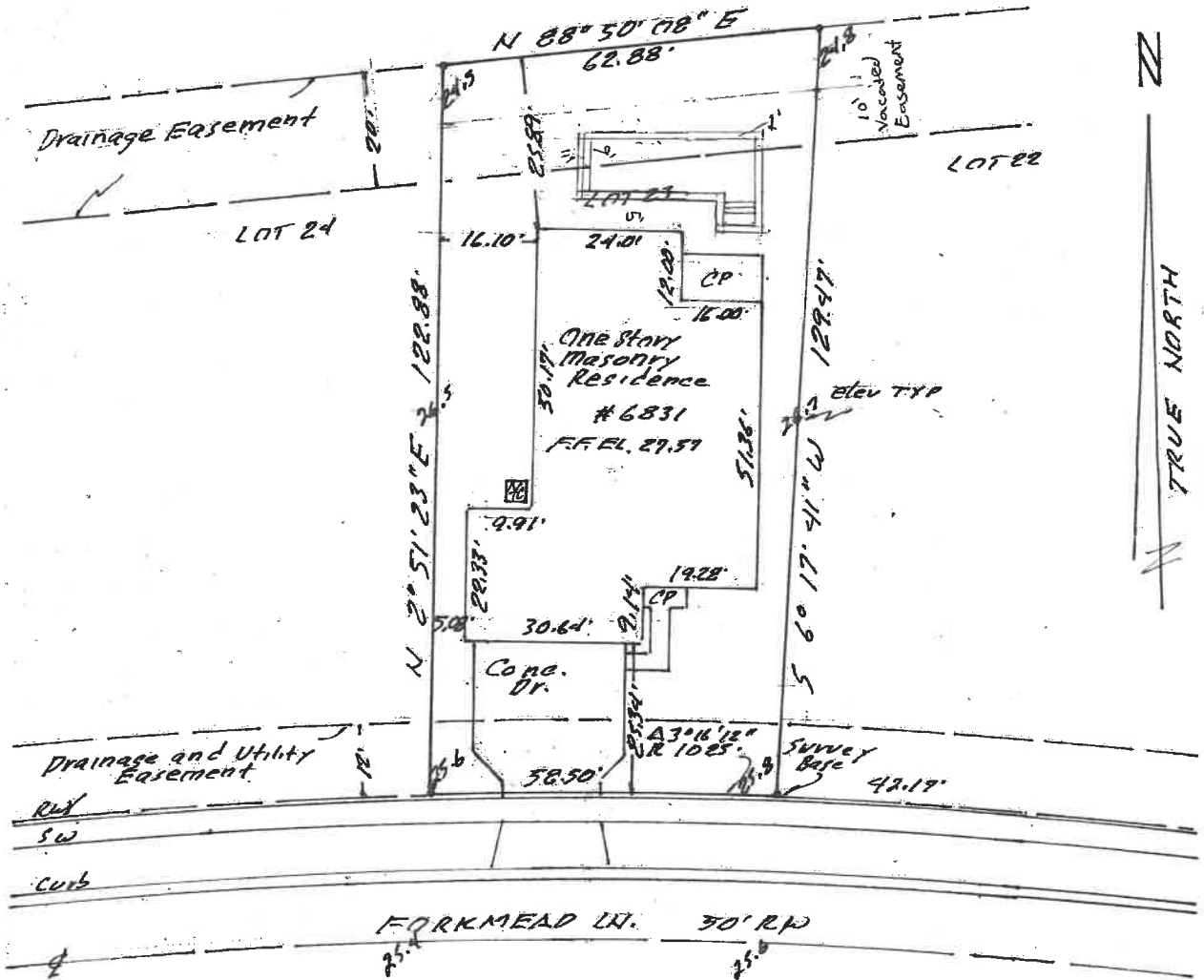
Regards,

Jessica Ballerino, Community Association Manager
275 S Charles R Beall Blvd Suite 214, DeBary, FL 32713
Phone: (407) 901-5072
Email: jballerino@lelandmanagement.com
Website: www.LelandManagement.com
Resident Support questions - residentsupport@lelandmanagement.com



LEGAL DESCRIPTION

LOT 23, WATERS EDGE PHASE XII, ACCORDING TO THE PLAT THEREOF, RECORDED IN MAP BOOK 56, PAGES 145 AND 146, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.



#6831 FORKMEAD LN. PORT ORANGE, FL. 32128

SURVEYOR'S NOTES

1. LEGAL DESCRIPTION PROVIDED BY CLIENT.
2. BEARING STRUCTURE IS ASSUMED UNLESS OTHERWISE STATED.
3. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

4. DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
5. ELEVATIONS IF SHOWN REFER TO NGVD 1929 DATUM.
6. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS LOCATED EXCEPT AS SHOWN.
7. THIS PROPERTY IS LOCATED IN FLOOD ZONE: "A & X" FIRM 12127C0 516 "H" 120313 2-19-14

LEGEND:

AC AIR CONDITIONER	CM CONCRETE MONUMENT	FH FIRE HYDRANT	MNE MANHOLE ELECTRIC	POR POINT OF REFERENCE	SP SCREENED PORCH	WM WATER METER
CB CATCH BASIN	CONC CONCRETE	FPT FL. POWER TRANSFORMER	NTS NOT TO SCALE	PP POWER POLE	SW SIDEWALK	WV WATER VALVE
CL CENTER LINE	CP CONCRETE PAD	IP IRON PIPE	OHP OVERHEAD POWER	R RADIAL LINE	TEL TELEPHONE	
CLF4 CHAIN LINK FENCE 4FT.	D DEED	IR IRON ROD	P PLAT	R/W RIGHT OF WAY	TV TELEVISION	
CLF6 CHAIN LINK FENCE 6FT.	FD FOUND	M MEASURED DISTANCE	POB POINT OF BEGINNING	SMH SANITATION MANHOLE	WF6 WOODEN FENCE 6 FT.	

CERTIFIED TO: (1) OWNERS: JAMES B. & PATRICIA R. BRACK

TYPE OF SURVEY DATE REMARKS

BOUNDARY 7-07-20

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A LICENSED FLORIDA LAND SURVEYOR.

JOB NO. 16513 SCALE 1"=20' DRAWN BY CR CREW CR COUNTY CODE 127 SHEET NO. 1 OF 1

Clyde H. Rodgers, PSM #3290

HALIFAX LAND SURVEYING.

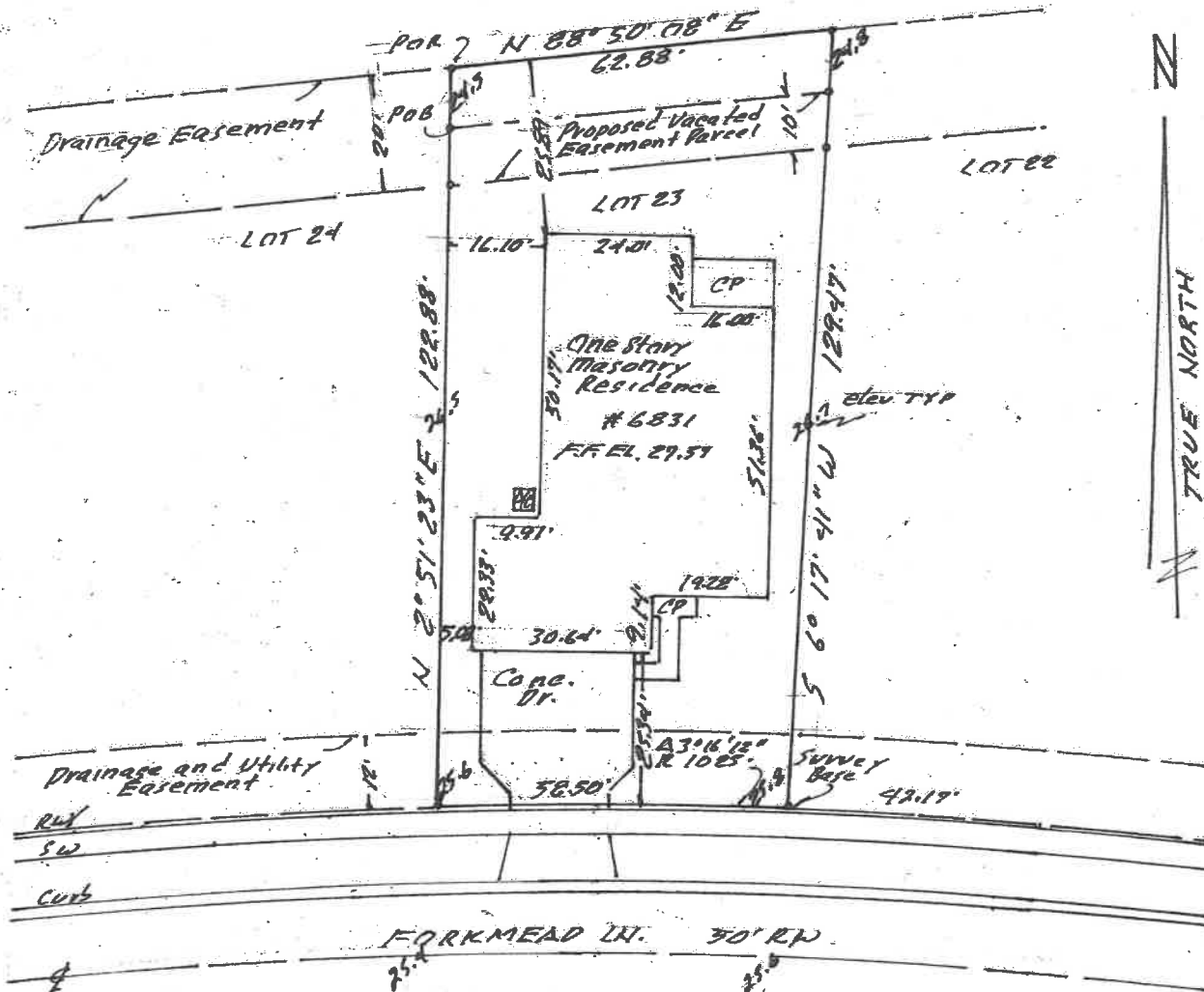
#425 BUCHANAN WAY, SO. DAYTONA, FLORIDA 32119

LEGAL DESCRIPTION

LOT 23, WATERS EDGE PHASE XII, ACCORDING TO THE PLAT THEREOF, RECORDED IN MAP BOOK 56, PAGES 145 AND 146, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LEGAL DESCRIPTION OF PROPOSED VACATED EASEMENT PARCEL

AS A POINT OF REFERENCE COMMENCE AT THE NORTH WEST CORNER OF LOT 23, WATERS EDGE PHASE XII, ACCORDING TO THE PLAT THEREOF, RECORDED IN MAP BOOK 56, PAGES 145 AND 146, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. THENCE RUN SOUTH 2 DEGREES 51 MINUTES 23 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 23 A DISTANCE OF 10.03 FEET TO THE POINT OF BEGINNING. THENCE NORTH 88 DEGREES 50 MINUTES 08 SECONDS EAST A DISTANCE OF 62.27 FEET: THENCE SOUTH 6 DEGREES 17 MINUTES 41 SECONDS WEST A DISTANCE OF 10.09 FEET: THENCE SOUTH 88 DEGREES 50 MINUTES 08 SECONDS WEST A DISTANCE OF 61.67 FEET: THENCE NORTH 2 DEGREES 51 MINUTES 23 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 23 A DISTANCE OF 10.03 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 623.35 SF +/-



#6831 FORKMEAD LN. PORT ORANGE, FL 32128

SURVEYOR'S NOTES

1. LEGAL DESCRIPTION PROVIDED BY CLIENT.
2. BEARING STRUCTURE IS ASSUMED UNLESS OTHERWISE STATED.
3. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

4. DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
5. ELEVATIONS IF SHOWN REFER TO NGVD 1929 DATUM.
6. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS LOCATED EXCEPT AS SHOWN.
7. THIS PROPERTY IS LOCATED IN FLOOD ZONE: "A & X" FIRM 12127C0516 "H" 120313 2-19-14

LEGEND:

AC AIR CONDITIONER	CM CONCRETE MONUMENT	FH FIRE HYDRANT	MNE MANHOLE ELECTRIC	POR POINT OF REFERENCE	SP SCREENED PORCH	WM WATER METER
CB CATCH BASIN	CONC CONCRETE	FPT FL POWER TRANSFORMER	NTS NOT TO SCALE	PP POWER POLE	SW SIDEWALK	WV WATER VALVE
CL CENTER LINE	CP CONCRETE PAD	IP IRON PIPE	ONP OVERHEAD POWER	R RADIAL LINE	TEL TELEPHONE	
CLF4 CHAIN LINK FENCE 4 FT.	D DEED	IR IRON ROD	P PLAT	RW RIGHT OF WAY	TV TELEVISION	
CLF6 CHAIN LINK FENCE 6 FT.	FD FOUND	M MEASURED DISTANCE	POB POINT OF BEGINNING	SMH SANITATION MANHOLE	WF6 WOODEN FENCE 6 FT.	

CERTIFIED TO: (1) OWNERS: JAMES B. & PATRICIA R. BRACK

TYPE OF SURVEY DATE REMARKS

BOUNDARY 7-07-20

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A LICENSED FLORIDA LAND SURVEYOR

JOB NO. 16313 SCALE: 1"=20' DRAWN BY: CR CREW, CR COUNTY CODE: 121 SHEET NO. 1 OF 1

Clyde H. Rodgers, PSM #3230



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/17/2020

Consent item: No

SUBJECT: (G17) First Reading - Ordinance No. 2020-38 - Animal Control Ordinance Amendment - Re: Adequate Shelter and Anti-tethering

DEPARTMENT: Police Services

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2020-38.

SUMMARY: Animal Control Ordinance Amendment - Re: Adequate Shelter and Anti-teathering

Project No.: Funding Account No.:

Presenter: Thomas Grimaldi

ATTACHMENTS:

1.	Ordinance No. 2020-38	Ordinance No. 2020-38.pdf
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Beth Unruh	Created/Initiated - 10/26/2020
William Proctor	Approved - 10/26/2020
Thomas Grimaldi	Approved - 10/26/2020
Lupe Reyna-Coffin	Approved - 10/27/2020
Scott Neils	Approved - 10/27/2020
Matthew Jones	Approved - 11/10/2020
Jake Johansson	Approved - 11/12/2020
Robin Fenwick	Final Approval - 11/12/2020

ORDINANCE NO. 2020-38

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 10, SECTION 10-3, CODE OF ORDINANCES, TO ADD DEFINITIONS FOR “ADEQUATE FOOD”, “ADEQUATE WATER”, AND “ADEQUATE SHELTER”; AMENDING CHAPTER 10 TO ADD REGULATIONS RELATED TO TETHERING DOGS OR CATS TO STATIONARY OBJECTS WHILE OUTDOORS; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council recognizes the need to regulate the possession, ownership, care and custody of animals; and

WHEREAS, the City, by defining what it considers “adequate” food, water and shelter in the City’s Animal Control Ordinance, will establish clear expectations for the proper care of pets; and

WHEREAS, the improper and unsafe tethering of dogs or cats may place them in harm’s way, including the risk of injury or death, and constitutes a form of abuse or neglect; and

WHEREAS, the City of Port Orange desires to enhance its animal control regulations by adopting rules that will prevent the inhumane tethering of dogs and cats; and

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

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

Section 1. Section 10-3 of the Code of Ordinances, City of Port Orange, Florida, is hereby amended to add the following defined terms:

Sec. 10-3. - Definitions.

Adequate food means uncontaminated, wholesome, palatable food, of enough quantity and nutritive value to maintain the normal condition and weight of the animal, and appropriate for the species and the individual animal's age and condition.

Adequate shelter means a covering that is structurally sound and suitable for the species, age, condition, size, and type of each animal; is properly ventilated; provides adequate space for each animal; protects each animal from rain or direct sunlight; and is properly cleaned.

Adequate water means continual access to a supply of clean, fresh, potable water provided in a sanitary manner suitable for the species, and in sufficient amounts to maintain good health, and provided in a secure manner so that the container cannot be overturned.

* * *

Section 2. Section 10-23 of the Code of Ordinances, City of Port Orange, Florida, is hereby established and shall read as follows:

Sec. 10-23. – Prohibition of tethering dogs or cats to stationary objects while outdoors; exception.

(a) No person shall tether a dog or a cat to a stationary object while outdoors, except as permitted in subsection (b) below.

(b) An exception to the tethering prohibition is permitted if all of the following conditions are met:

- (1) The dog or cat is in visible range of the owner or responsible party, which person must also be outside with the dog or cat at all times. There is an authorized narrow exception to this sub-condition: The dog or cat owner, or responsible person, may leave a dog or cat tethered outdoors on the property for a reasonable period not to exceed thirty (30) minutes while such owner or responsible person performs temporary tasks indoors or on another section of the property. The owner or responsible person shall not leave a dog or cat tethered outdoors on unoccupied, vacant, or abandoned property.
- (2) The tether is connected with a swivel hook to the dog or cat's buckle-type collar or a body harness made of nylon or leather that is of sufficient size to adequately and safely restrain the dog or cat.
- (3) The tether is of a size and weight that is reasonably necessary to safely restrain the dog or cat without placing excessive strain or weight on the dog or cat. The weight of the tether should not exceed one-tenth of the dog or cat's weight. The length of the tether should be at least the greater of either five times the length of the animal measured from the nose to the tip of its tail, or ten feet. The trolley cable should not be elevated more than seven feet above the surface.

- (4) The dog or cat is not tethered outside in periods of extreme weather, including but not limited to extreme heat (in excess of 90 degrees) or cold (lower than 50 degrees), thunderstorms, lightning, tornadoes, tropical storms, or hurricanes.
- (5) The dog or cat has access to adequate water, shelter, food, and dry ground.
- (6) The tether must be secured in such a way that it cannot become entangled with other objects and deprive the dog or cat of water, shelter, food, or dry ground.
- (7) The dog or cat is at least six (6) months of age.
- (8) The dog or cat is not sick or injured.
- (9) If there are multiple dogs and/or cats, each animal must be tethered separately.
- (10) There shall be no tethering of any dog or cat from dusk until dawn.

Section 4. 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 5. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

Section 6. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provision of this ordinance are declared severable.

Section 7. This Ordinance shall be become effective upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading this _____ day of _____, 2020.

Passed and adopted on second reading and final reading on the ____ day of _____, 2020.

Reviewed and approved: _____
Matthew J. Jones, City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/17/2020

Consent item: No

SUBJECT: (G18) Approval of Amended YMCA Waiver and Deferral Letter

DEPARTMENT: City Manager

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve Amended Waiver and Deferral Letter.

SUMMARY: At the City Council meeting on October 6, 2020, the City Council approved a Waiver and Deferral letter regarding rent for the YMCA building. That letter was a temporary waiver of the October and November 2020 rent payment made by YMCA. The letter indicated that the City and YMCA would work on a proposed plan for rent deferral for calendar year 2021 and for a payback timeline of those monies. In addition, if the City and YMCA could not come up with a plan by December 1, 2020, all deferred rent would become automatically due.

Since that meeting, both the YMCA and staff have been working diligently together to update the capital planning process for the building. Due to the timeline of preparation for this meeting and the YMCA board, the data was not available in time to be able to provide a realistic timeframe of needs and payback for the fund that supports the YMCA building operational and capital needs.

Therefore, staff is requesting a change to the waiver and deferral letter to move the deadline to December 31, 2020 and to require the YMCA to pay 50% of the December rent. All else would remain the same, including the requirement that the YMCA pay back the differed rent from October, November and 50% of December either through a new agreement or by January 1, 2021 if an agreement cannot be reached.

Project No.: Funding Account No.:

Presenter: Alan Rosen

ATTACHMENTS:

1.	Extension of Waiver and Deferral of Rental Payments Letter 11-11-20	Extension of Waiver and Deferral of Rental Payments Letter 11-11-20.pdf
2.	YMCA Waiver and Deferral Letter October	YMCA Waiver and Deferral Letter.pdf
3.	YMCA Amendment 7 2017 Fully Executed	YMCA Amendment 7 2017 Fully Executed.pdf
4.	Extension of Temporary Waiver Letter YMCA Signed	SKM_C754e20111216560.pdf

Alan Rosen	Created/Initiated - 10/30/2020
Susan Lovallo	Approved - 11/2/2020
Lupe Reyna-Coffin	Approved - 11/2/2020
Scott Neils	Approved - 11/3/2020
Shannon Balmer	Approved - 11/11/2020
Jake Johansson	Approved - 11/12/2020
Robin Fenwick	Final Approval - 11/12/2020

EFFECT OF THIS LETTER. Except as otherwise amended herein, the terms and conditions set forth in the Temporary Waiver Letter will continue in full force and effect.

We, the undersigned, do hereby acknowledge, agree, and accept the terms set forth in this letter.

YMCA
Volusia/Flagler Family Young Men's
Christian Association, Inc.

By: Chris Seilkop
Chris Seilkop, President

Attest: Sabrina Derkovic
Name: Sabrina Derkovic
Title: Member Services

CITY OF PORT ORANGE, FLORIDA
A chartered municipal corporation

By: _____
Donald O. Burnette, Mayor

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



CITY OF PORT ORANGE

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

Volusia/Flagler Family Young Men's Christian Association, Inc.
Attention: Chris Seilkop, President/CEO
761 E. International Speedway Blvd.
DeLand, Florida 32724

Re: 4701 City Center Parkway, Port Orange, FL 32129: **Extension of Temporary Waiver Letter**

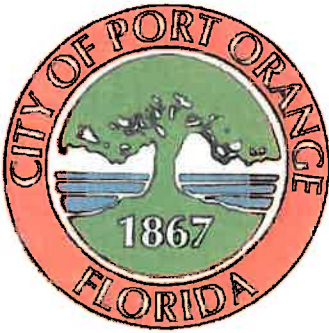
Dear Mr. Seilkop,

This letter relates to the letter previously presented to the YMCA regarding obligations under the SEVENTH AMENDMENT AND RESTATEMENT OF CITY OF PORT ORANGE-YMCA LEASE AGREEMENT of 4701 City Center Parkway, Port Orange, FL 32129 (the "**Property**") dated December 17, 2017 and made between **City of Port Orange**, a Florida municipality ("**City**") and **Volusia/Flagler Family Young Men's Christian Association, Inc.** formerly known as The Greater Daytona Beach Area Young Men's Christian Association, Inc. ("**YMCA**" or "**Lessee**"), hereinafter (the "**Lease**"). In this letter, expressions defined in the Lease and used in this letter have the meaning set out in the Lease (save where otherwise stated).

YMCA and the City executed a letter approved by City Council on October 6, 2020 for a temporary waiver of rents due and owing for the purpose of allowing the Parties time to negotiate a formal agreement with regard to the repayment of the deferred rents and future payments due under the Lease ("**Temporary Waiver Letter**"). However, due to delays in securing necessary financial information and the timing of the YMCA's board meeting, Parties will not be able to negotiate a formal agreement that can be timely approved prior to the deadline set forth in the Temporary Waiver Letter.

By execution of this letter the Parties agree to the following:

- (a) Extension of the deadline for finalizing a formal agreement from December 1, 2020 to December 31, 2020; and
- (b) allow the YMCA a fifty percent (50%) reduction in the rent due and owing on December 1, 2020 ("**Reduced December Rent**"), said deficit to be repaid per the terms and conditions of the anticipated formal agreement by the Parties; and
- (c) if a formal agreement cannot be finalized between the Parties on or before December 31, 2020, then the deferred Rental Payments, set forth in the Temporary Waiver Letter and the deficit from Reduced December Rent, as set forth hereinabove, shall all be due and owing on or before January 30, 2021.



CITY OF PORT ORANGE

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

Volusia/Flagler Family Young Men's Christian Association, Inc.
Attention: Chris Seilkop, President/CEO
761 E. International Speedway Blvd.
DeLand, Florida 32724

Re: 4701 City Center Parkway, Port Orange, FL 32129: **Rent payments**

Dear Mr. Seilkop,

This letter relates to your obligations under the SEVENTH AMENDMENT AND RESTATEMENT OF CITY OF PORT ORANGE-YMCA LEASE AGREEMENT of 4701 City Center Parkway, Port Orange, FL 32129 (the "**Property**") dated December 17, 2017 and made between **City of Port Orange**, a Florida municipality ("City") and **Volusia/Flagler Family Young Men's Christian Association, Inc.** formerly known as The Greater Daytona Beach Area Young Men's Christian Association, Inc. ("YMCA" or "Lessee"), hereinafter (the "**Lease**"). In this letter, expressions defined in the Lease and used in this letter have the meaning set out in the Lease (save where otherwise stated).

1. TEMPORARY WAIVER At your request, we agree that for the period from and including October 1, 2020 to and including November 30, 2020 ("**Concession Period**") and subject to the following:

(a) the Annual Rent for calendar year 2020, payable pursuant to Section 7.a. of the Lease, shall be reduced to One Hundred Eighty-Seven Thousand Two Hundred Forty-Two and 23/100 Dollars (\$187,242.23); and

(b) the sum of **Thirty-Seven Thousand Four Hundred Forty-Eight and 44/100 Dollars (\$37, 448.44)** in Rental Payments, due and owing for the Concession Period, pursuant to Section 7.a. of the Lease, shall be waived for the whole of the Concession Period and shall be deferred for collection and payment until such time as to be determined by the Parties in a formal agreement to be finalized on or before December 1, 2020; and

(c) if a formal agreement cannot be finalized between the Parties on or before December 1, 2020, then the deferred Rental Payments, set forth hereinabove in Subsection(b) shall be due and owing on or before December 31, 2020.

2. TERMINATION

2.1 The rent concession set out in Paragraph 1 of this letter ("Concession") will terminate upon the expiration of the Concession Period.

2.2 Upon expiration of the Concession Period, the Lessee will recommence paying annual rent at the amounts normally due under the Lease.

3. EFFECT OF THIS LETTER. This letter does not constitute a variation of the terms of the Lease, which will continue in full force and effect. This letter is not intended to change your obligations under the Lease, otherwise than to:

(a) temporarily waive the obligation[s] to pay the Rental Payment due for the duration of the Concession Period; and

(b) defer said obligation until such time to be determined by the Parties in a formal agreement as referenced hereinabove or otherwise pay deferred Rental Payment on or before December 31, 2020.

We, the undersigned, do hereby acknowledge, agree, and accept the terms set forth in this letter.

YMCA
Volusia/Flagler Family Young Men's
Christian Association, Inc.

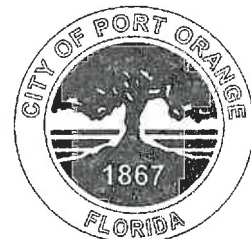
By: *Chris Seilkop*
Chris Seilkop, President

Attest: *Elizabeth Kammer*
Name: Elizabeth Kammer
Title: District Executive Director

CITY OF PORT ORANGE, FLORIDA
A chartered municipal corporation

By: *Donald O. Burnette*
Donald O. Burnette, Mayor

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



**SEVENTH AMENDMENT AND RESTATEMENT OF
CITY OF PORT ORANGE-YMCA LEASE AGREEMENT**

THIS SEVENTH AMENDMENT AND RESTATEMENT OF CITY OF PORT ORANGE-YMCA LEASE AGREEMENT ("Restated Lease Agreement") is made and entered into this 12th day of December, 2017, by and between the **CITY OF PORT ORANGE**, a Florida municipality ("City") and **VOLUSIA/FLAGLER FAMILY YOUNG MEN'S CHRISTIAN ASSOCIATION, INC.** formerly known as The Greater Daytona Beach Area Young Men's Christian Association, Inc. ("YMCA" or "Lessee"). (City and YMCA shall be collectively referred to herein as the "Parties.")

WHEREAS, on October 11, 1989, City and YMCA executed City of Port Orange-YMCA Lease Agreement (the "Original Lease Agreement"); and

WHEREAS, the Original Lease Agreement provides for City to sublease the Demised Premises to YMCA for the operation and maintenance of a recreational facility; and

WHEREAS, at the time the Original Lease Agreement was entered into, the correct name for YMCA was "The Greater Daytona Beach Area Young Men's Christian Association, Inc."; and

WHEREAS, on April 21, 1992, City and YMCA executed Amendment No. 1 to the Original Lease Agreement ("Amendment No. 1"); and

WHEREAS, on November 3, 1998, City and YMCA executed Amendment No. 2 to the Original Lease Agreement ("Amendment No. 2"); and

WHEREAS, on August 3, 1999, City and YMCA executed Amendment No. 3 to the Original Lease Agreement ("Amendment No. 3"); and

WHEREAS, on July 24, 2001, City and YMCA executed a second Amendment No. 3 to the Original Lease Agreement ("Second Amendment No. 3"); and

WHEREAS, on June 20, 2008, The Greater Daytona Beach Area Young Men's Christian Association, Inc. and West Volusia Family Young Men's Christian Association, a Florida not-for-profit corporation filed Articles of Merger with the Florida Department of State, Division of Corporations, wherein the surviving entity was West Volusia Family Young Men's Christian Association, a Florida not-for-profit corporation; and

WHEREAS, on June 26, 2008, West Volusia Family Young Men's Christian Association, Inc. filed Articles of Amendment to Articles of Incorporation with the Florida Department of State, Division of Corporations, wherein the name of the corporation was changed to Volusia/Flagler Family Young Men's Christian Association, Inc., a Florida not-for-profit corporation; and

WHEREAS, Amendment No. 4 to the Original Lease Agreement, dated April 1, 2014, was executed by the City and YMCA in November, 2014 ("Amendment No.4"); and

WHEREAS, Amendment No. 5 to the Original Lease Agreement, dated October 4, 2016, was executed by the City and YMCA for the purpose of extending the Original Lease Agreement, as amended, for one year, expiring October 11, 2017 ("Amendment No. 5"); and

WHEREAS, Amendment No. 6 to the Original Lease Agreement, dated October 3, 2017, was executed by the City and YMCA for the purpose of extending the Original Lease Agreement, as amended, expiring December 31, 2017 ("Amendment No. 6"); and

WHEREAS, City and YMCA desire to amend and clarify various provisions of the Original Lease Agreement, as amended. This Restated Lease Agreement shall be an amendment and restatement of, and shall supersede and replace the Original Lease Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, Second Amendment No. 3, Amendment No. 4, Amendment No. 5, and Amendment No. 6.

NOW, THEREFORE, in consideration of the terms conditions, promises, covenants and payments hereinafter set forth, City and YMCA agree as follows:

1. The foregoing premises are true and correct and incorporated herein by reference.
2. The Parties hereby acknowledge that the Volusia/Flagler Family Young Men's Christian Association, Inc. shall be the Lessee under the Lease Agreement.
3. **Demised Premises.** The City is the owner of and hereby leases to YMCA and YMCA hereby leases and rents from City the land and improvements located thereon as more specifically defined hereafter. The demised premises is commonly referred to as the "YMCA" consisting of certain buildings, structures, and facilities, together with pool, pool deck, stormwater areas, common grounds and vehicular parking facilities located at 4701 City Center Pkwy. Port Orange, Volusia County, Florida and more particularly described on **Exhibit "A"**, attached hereto and made apart hereof by reference ("Demised Premises"). YMCA shall occupy the Demised Premises as approved by the City Manager and the Parks and Recreation Director.
4. **Contract Management.** The City Manager shall be designated as the Lease Administrator for the City. The City Manager, or his designee, shall oversee the administration of this Restated Lease Agreement.
5. **Term.** The term of this Restated Agreement shall be 10 years, commencing on the 1st day of January, 2018, and extending until midnight on December 31, 2027, and for any additional periods of time during which the Demised Premises is leased by YMCA.

6. **As-Is Condition.** YMCA, being the present occupant of the Demised Premises pursuant to the Original Lease, as amended, acknowledges that it is familiar with the physical condition of the Demised Premises, that it will accept and occupy the Demised Premises under this Restated Lease Agreement in "AS IS" condition as the Demised Premises exists on the date of this Restated Lease Agreement, and that City shall have no obligation to improve, repair or prepare the Demised Premises, prior to the Commencement Date or, except as otherwise expressly set forth in this Restated Lease Agreement, after the Commencement Date, for occupancy by YMCA under this Restated Lease Agreement. YMCA ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THIS LEASE, NEITHER CITY NOR ANY AGENT OF CITY HAS MADE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE PRESENT OR FUTURE SUITABILITY OF THE DEMISED PREMISES FOR THE CONDUCT OF YMCAS USES THEREON.
7. **Rental Payments.**
 - a. YMCA covenants and agrees to pay to the City, as a rental payment, as described in this Section 7 of this Restated Lease Agreement, which shall be payable on the first day of the month and each successive first day of the month thereafter, in advance, without notice or demand, commencing January 1, 2018, hereafter referred to as the "Date of First Payment" and shall be delivered to: City of Port Orange, FL Attention: Accounts Receivable, 1000 City Center Circle, Port Orange, FL 32129. The rental specified herein shall be net to the City during the term of this Restated Lease Agreement. The rental shall include the City's cost of insurance for the real property and general liability, cost of maintaining the structural, mechanical, electrical, plumbing, access equipment, if any, and other components for the building of the Demised Premises, as more specifically defined in Section 10. All other costs, expenses and obligations of every kind including but not limited to electric, water, and sanitary sewer services, telecommunications services, insurance, maintenance, janitorial and cleaning services, and maintenance of the surrounding grounds services relating to the Demised Premises, which may arise or become due during the term of this Restated Lease Agreement shall be paid by YMCA. The City shall be indemnified by YMCA against such costs, expenses, and obligations. The rental rate shall be based upon the square footage of the Demised Premises totaling 43,293 square feet as follows:

Lease Period	Square Feet	Rate per Square Foot Per Year	Monthly Rent	Total Period Rent
Jan. 1, 2018 - Dec. 31, 2018	43,293	\$4.94	\$17,822.29	\$213,867.42
Jan. 1, 2019 - Dec. 31, 2019	43,293	\$5.09	\$18,363.45	\$220,361.37
Jan. 1, 2020 - Dec. 31, 2020	43,293	\$5.19	\$18,724.22	\$224,690.67
Jan. 1, 2021 - Dec. 31, 2021	43,293	\$5.30	\$19,121.08	\$229,452.90
Jan. 1, 2022 - Dec. 31, 2022	43,293	\$5.40	\$19,481.85	\$233,782.20
Jan. 1, 2023 - Dec. 31, 2023	43,293	\$5.51	\$19,878.70	\$238,544.43
Jan. 1, 2024 - Dec. 31, 2024	43,293	\$5.62	\$20,275.56	\$243,306.66
Jan. 1, 2025 - Dec. 31, 2025	43,293	\$5.73	\$20,672.41	\$248,068.89
Jan. 1, 2026 - Dec. 31, 2026	43,293	\$5.85	\$21,105.34	\$253,264.05
Jan. 1, 2027 - Dec. 31, 2027	43,293	\$5.96	\$21,502.19	\$258,026.28

- b. YMCA acknowledges and agrees that the funds designated to the previously referred to "Renewal and Replacement Fund" shall belong to the City. Furthermore, any expenditures for capital improvements to the Demised Premises shall be made only in accordance with the approved budget and shall comply with the City's purchasing and accounting procedures.

8. Use of Premises.

- a. YMCA shall use the Demised Premises for a YMCA facility and for such other purposes as shall be approved by the City. YMCA shall comply with all federal, state and local laws, rules and regulations applicable to the use of the Demised Premises. Parties hereto agree to coordinate any special events and/or programs within their operations, subject to the terms and conditions contained herein.
- b. The City reserves the right upon 24 hours' notice to YMCA to use the Demised Premises for an emergency evacuation shelter for persons designated by the City. The City shall make every effort to coordinate the timing of the access. Such use shall be considered an operation of the City who shall be responsible for any damage resulting from said operation. Similarly, in the event of such use as designated by the City, YMCA shall be entitled to reimbursement from the City of any and all reasonable and necessary utility services charges incurred by YMCA based on how many days the City occupies the YMCA facility during an emergency event. YMCA shall provide a breakdown of the utility services billing for the days the City occupied the Demised Premises in accordance with the billing from the utility provider. Said utility billing is an obligation of the YMCA as described in Section 7.a. of this Restated Lease Agreement. The City will reimburse the YMCA at the per diem

rate of the monthly rent for the number of days the City uses the YMCA facilities as an emergency shelter. The City will act as a quickly as possible to restore the Demised Premises to its prior condition just before the emergency event occurred.

- c. The City reserves the right to use the gym and pool facilities located on the Demised Premises for City sponsored programs and events, subject to the following conditions:
 - i. Use of said facilities by City shall not exceed a total of five hundred twenty (520) hours per calendar year.
 - ii. Any hours not used within one (1) calendar year shall not be carried over into the next calendar year.
 - iii. City shall provide to the YMCA one hundred eighty (180) days notice of the dates and times for use of said facilities. Thereafter, YMCA and City shall have 30 days to effectuate an agreement of dates and times for the City's use of the facilities. Use of the gym and pool by the City shall be subject to mutual agreement between the director of the YMCA's Port Orange branch and the City's Parks and Recreation Director. However, YMCA agrees to make every effort to accommodate the City's timely request of use of said facilities. To that end, YMCA recognizes the primary use of the facilities is anticipated to be during the days of Monday through Friday between the hours of 9:00 a.m. and 4:00 p.m. and so shall take into consideration when scheduling. City's use of the pool is not intended to be exclusive or prohibit YMCA members simultaneous use of the pool. However, in light of the extended notice requirement, YMCA shall not unreasonably deny the use of said facilities upon timely notice by the City.
- d. The City further reserves the right to use the parking areas and drive aisles located on the Demised Premises for special events and activities, including but not limited to Family Days, Lakeside Jazz Fest, Fourth of July and the Art Show, conducted on any portion of adjacent City property, including but not limited to, City Hall, gymnasium, athletic fields, municipal complex and grounds, subject to written notice 90 days in advance by City to the director of the Port Orange YMCA and YMCA President.
- e. Schedule of Operation. The Port Orange YMCA Management will determine the hours of operation of the Port Orange YMCA. The same shall be in accordance with nationwide and local YMCA practices and policies.

- f. Concessions. The YMCA may, but shall not be required to, dispense food and/or drink on the Demised Premises for consumption by users of the YMCA facilities.
 - g. Fees. The right to set and control fees charged to members and non-members by the YMCA shall remain with the YMCA and shall not be within the control or directive of the City.
 - h. Compatibility. The YMCA agrees to operate, maintain and promote the operation and maintenance of the facility in a manner consistent with nationwide and local YMCA policies and practices. The YMCA's operation of the facility shall be in accordance with applicable City regulations. The YMCA further agrees to comply with the reasonable request of the City pertaining to the operation and promotion of the facility in order to provide for the safety of YMCA members and the public. YMCA agrees that its operation of the facility as a YMCA facility will not unreasonably interfere with the use of the contiguous park area by members of the general public or by the City. It is the Parties' intention that the operation of the facility will be compatible with the Parks and Recreation programs of the City and/or programs within their operations. Nothing in this Restated Lease Agreement shall prohibit the City from providing any and all programming it deems necessary to meet the needs of the Port Orange community. YMCA agrees that it will not discriminate in its hiring or promotional practices.
 - i. Additional Taxes. The Parties acknowledge that as a YMCA facility, YMCA presently enjoys a tax exempt status, however, to the extent the same may be applicable, YMCA shall pay all taxes, including any taxes due on any rent payable under this lease, all personal property taxes, all real property taxes, leasehold improvement and/or leasehold interest taxes, sales taxes which may be assessed against or arise by reason of YMCA's leasing of the Demised Premises or its operation of the facilities as a YMCA facility.
9. **YMCA Alterations, Additions, and Improvements.** To meet its changing needs, YMCA, at its own expense, may make Alterations, hereinafter defined, from time to time. YMCA shall not, without first obtaining the written consent of the City, make any alterations, additions or improvements (collectively, "Alterations") in, to or about the Demised Premises, except as stated herein. Unless the Alterations affect the Demised Premises common facilities or systems or would otherwise require a building permit, City shall not unreasonably withhold or delay its consent to non-structural or non-mechanical Alterations. YMCA may perform minor Alterations that would be considered exclusively cosmetic improvements, having no impact on the structure or the mechanical systems, such as painting, carpet, and/or window

coverings, without the prior consent of the City. Except as stated herein, all Alterations to the Demised Premises shall be subject to review for compliance and written approval by the City Manager prior to such Alterations being made.

- a. City shall not be required to consent to and YMCA shall not make any Alterations affecting the Structural Elements or Mechanical Systems, both terms defined hereinafter, of the Demised Premises. "Structural Elements" shall be defined as one which is necessary to hold the building together, such as the foundation, walls, roof and floor structure, and shall include the pool. "Mechanical Elements" shall be defined to include the access equipment, electrical, plumbing, heating, ventilation and air-conditioning systems of the Demised Premises.
- b. Prior to making any Alterations, YMCA shall submit to City detailed plans and specifications for Alterations. All Alterations shall be accomplished in accordance with the following conditions:
 - i. For all contemplated Alterations to the components of the building and surrounding site improvements of the Demised Premises, YMCA shall obtain written approval from the City Manager who shall be the Lease Administrator for the City.
 - ii. YMCA shall apply for and obtain such permits as may be required under the Land Development Code of the City of Port Orange, Florida and other governing entities, if applicable. YMCA shall provide performance and payment bonds equal to the value of all contracts for improvements naming the City as an insured.
 - iii. YMCA shall do all things necessary to prevent the filing of any liens for work, labor, services or materials performed or supplied or claimed to have been performed or supplied to YMCA, or anyone holding the Demised Premises, or any part of them, through or under YMCA. If any claim of lien is filed, YMCA shall have it canceled of record within thirty (30) days after the date of the filing or, if YMCA in good faith determines that the lien should be contested, YMCA shall furnish security to release the claim of lien as a lien against the property and to prevent any foreclosure, pending resolution of the contest.
 - iv. If YMCA does not release the claim of lien, the City may, but shall not be obligated to, release the claim of lien either by paying the amount claimed to be due or by procuring the release of claim of lien by giving security or in such other manner as may be prescribed by law. YMCA shall repay to the City all sums disbursed or deposited by the City

pursuant to the foregoing provisions of this paragraph, including the City's cost, expenses and attorneys' fees reasonably incurred in connection therewith as additional rent hereunder on demand. Nothing contained herein shall imply any consent or agreement of the City to subject their interests to liability under any mechanics' or other lien law whether or not the performance or the furnishing of such work, labor, services, or materials to YMCA or anyone holding the Demised Premises, or any part of them, through or under YMCA has been consented to by the City.

- c. YMCA Alterations shall not impair the Structural Elements and Mechanical Systems of the Demised Premises. Prior to commencement of construction, YMCA's licensed architect or engineer shall certify to the City that such Alterations shall not, impair the structural strength of any component of the applicable element or overburden or impair the operating efficiency of the electrical, water, plumbing, HVAC or other building systems of the Demised Premises. If the proposed Alterations necessitate an upgrade to the Structural Elements or Mechanical Systems of the Demised Premises, then YMCA shall be responsible for the costs of said upgrade to the affected Structural Element or Mechanical System. Further, any Alterations determined to have contributed to the premature failure of a Structural Element or Mechanical System of the Demised Premises shall be repaired or replaced as necessary by the YMCA, at the YMCA's expense.
- d. If YMCA makes unapproved Alterations to the Demised Premises, YMCA shall be responsible for returning the Demised Premises to its prior configuration at YMCA's expense.

10. Maintenance and Repairs to Demised Premises.

- a. YMCA Maintenance Responsibility.
 - i. YMCA shall be responsible for all costs, expenses and obligations related to day-to-day operations, repairs, replacements, and all routine maintenance necessary to maintain the interior, non-structural components of the Demised Premises, including but not limited to day-to-day, routine maintenance, janitorial and cleaning services, electric, water, and sanitary sewer services, telecommunications services, and maintenance of the surrounding grounds areas within the Demised Premises which may arise or become due during the term of this Restated Lease Agreement. Grounds maintenance shall include but not be limited to mowing, edging, landscaping and any necessary replacement thereof, irrigation and irrigation system, and tree trimming within the Demised Premises. YMCA shall be

- responsible for the routine maintenance of parking areas, drives and sidewalks, including but not limited to the grass/ tree median areas throughout the parking lot area. It shall be the responsibility of the YMCA to notify the City of any necessary repairs to the parking areas, drives and sidewalks, as described hereinabove.
- ii. It shall be the responsibility of the YMCA to keep the Demised Premises clean, sanitary, and free from trash and debris. The complete upkeep and maintenance shall be borne by YMCA and YMCA agrees to maintain the Demised Premises in accordance with the terms and conditions of this Restated Lease Agreement, continuing service agreements, if any, the City's Land Development Code and consistent with prudent, well-reasoned maintenance procedures and techniques.
 - iii. YMCA shall refinish the wood floors of the Demised Premises no less than one time each calendar year of this Restated Lease Agreement. Upon completion, YMCA shall provide proof of such to the City within Thirty (30) days of completion.
 - iv. City shall perform monthly inspections of the Demised Premises on the first Wednesday of every month at or around 2 pm, unless otherwise agreed. YMCA is strongly encouraged to join in the monthly inspections, however, said inspections shall be performed with or without the YMCA present. City shall keep record of said inspections. City shall provide timely written notice of any defects or deficiencies in YMCA's responsibilities as established in this Restated Lease Agreement. Said notice shall be sent to the Director of the Port Orange YMCA and the Volusia/Flagler Family YMCA President. Both Parties agree a form checklist shall be used for routine inspection, said form shall be agreed upon and approved by both Parties. YMCA shall have the opportunity to cure said maintenance deficiency as set forth in Subsection 10.a.vi.
 - v. YMCA shall be responsible for notifying the City of any necessary repairs to the Structural Elements and Building Systems of the Demised Premises. Upon learning of defects or operational deficiencies with the structural or mechanical elements of the Demised Premises, YMCA shall provide timely verbal and written notice to the City identifying the Structural Element or the Mechanical System that requires repair, including the repair or replacement of the parking areas, drive aisles or sidewalks, as described in Section 10.b., if so required.
 - vi. Notwithstanding any language to the contrary, the Parties agree that the YMCA shall be solely responsible for the routine, ongoing maintenance of the Demised Premises to the reasonable standards established by, and to the satisfaction of, the City, judged by the standards established in other facilities of similar nature in the local area and as set forth in this Restated Lease Agreement. The City shall have reasonable access to the Demised Premises during

normal operating hours for purposes as set forth herein, and shall timely give YMCA written notice of any maintenance deficiency along with a time period of thirty (30) calendar days from date of notice to correct such deficiency. The Parties further agree that the YMCA's repeated (more than two instances within a twelve (12) month period) failure to maintain the Demised Premises to the stated standards shall constitute a material breach of the lease, and as such, shall be adequate cause for termination of this Restated Lease Agreement. Failure to maintain shall include failure to correct such deficiency upon timely notice.

vii. YMCA playground shall meet or exceed the requirements of the Florida Department of Children and Families standards.

viii. If the YMCA fails to maintain as set forth in this Section 10.a, then City shall have the right to correct said deficiency and YMCA agrees to reimburse the City for said costs and expenses upon receipt of invoice. Any reimbursement of costs and expenses shall be in addition to the regular rental payments. Failure to pay said invoice shall constitute a material breach of the lease, and as such, shall be adequate cause for termination of this Restated Lease Agreement.

b. City Maintenance Responsibility. The City is responsible for repair, replacement, and/or restoration of the Structural Elements of the building, and the Mechanical Systems of the Demised Premises, this includes painting of the exterior building. Upon learning of defects or deficiencies to the Structural Element and/or Mechanical System, the City will, within a reasonable time, commence and complete the repair, replacement or restoration of the Structural Element or Mechanical System to comply with all applicable building, plumbing, electrical, mechanical, accessibility and other codes and in compliance with the purchasing policies duly adopted by the City of Port Orange, Florida. Furthermore, City shall be responsible for the repair and replacement, when needed, of all parking areas, drives and sidewalks, made up of concrete and/or asphalt surfaces, at the Demised Premises. City will attempt in good faith not to disturb the conduct of YMCA's business more than is reasonably necessary under the circumstances.

11. **Items Installed by YMCA.** All building repairs, alterations, additions, improvements, installations, and other fixtures, by whomever installed or erected (except for such business trade fixtures and equipment belonging to YMCA as YMCA can remove without damage to the Demised Premises or building) shall belong to the City and remain on and be surrendered with the Demised Premises at the expiration of this Restated Lease Agreement. However, at City's option, YMCA shall remove YMCA's improvements prior to the expiration of this Lease and return the Demised Premises to their original condition. The cost of such improvements and the cost of operations and maintenance thereof shall be the responsibility of YMCA.

12. **Exercise Equipment.** Both Parties agree that upon execution of this Restated Lease Agreement, the City will donate and the YMCA accepts the donation of the City's exercise equipment previously purchased for the YMCA's use. It is acknowledged and understood that YMCA has had exclusive use of said equipment and has had sole maintenance responsibility since the purchase of said equipment. Upon execution of this Restated Lease Agreement, YMCA accepts said equipment donation in "as' is" condition and accepts any and all liability associated with said equipment donation. Said equipment being more particular described in **Exhibit "B"**, attached hereto and made a part hereof by reference.
13. **Signs.** YMCA, at YMCA's expense, shall have the right to place upon the Demised Premises such sign or signs as may be necessary to designate the Demised Premises. Such signs shall be maintained in good condition and repair at all times by the YMCA, at YMCA's expense, and shall comply with all zoning and sign requirements of the City of Port Orange. All permits necessary for such signs shall be obtained by YMCA at YMCA's expense.
14. **Utilities Services.** YMCA shall be responsible for all utility services and shall maintain an individual account with all the various providers. YMCA shall be responsible for arranging access to and all fees associated with telecommunications services; including but not necessarily limited to, telephone service, fire and security system monitoring, facsimile, and internet connection.
15. **The City's Right of Entry.** Unless otherwise stated herein, the City, or the City's agents or representatives, shall have the right to enter the Demised Premises during "normal operating hours" with 24 hours notice to YMCA to inspect the Demised Premises or to make repairs, additions, or alterations as may be deemed necessary for the safety of the public and/or patrons of the YMCA or for the preservation of the Demised Premises. The City shall make every effort to minimize the disruption to the routine business of the YMCA. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions which do not conform to this Restated Lease Agreement or to the rules and regulations of the Land Development Code as the same relates to the Demised Premises. It is further understood in the event of an emergency event, City shall have the right to enter without said notice in order to contain and/or secure the Demised Premises for the purposes of health, safety, welfare, and the preservation of the Demised Premises.
16. **Assignment and Subleasing.** YMCA shall not sell, assign, mortgage, pledge or in any manner transfer this Restated Lease Agreement or any estate or interest thereunder and shall not sublet the Demised Premises or any part thereof without prior written consent of the City in each instance. The consent by the City to any assignment or subletting shall not constitute a waiver of the

necessity for such consent to any subsequent assignment or subletting. The City may withhold its consent to a proposed assignment of lease or sublease for any reason and shall not be required to accept a proposed assignee or sublessee regardless of the reputation or financial responsibility of same. This prohibition against assigning or subletting shall be construed to include an assignment or subletting by operation of law. YMCA shall not permit any licensee or concessionaire therein without previous written consent of the City in each instance.

- a. Any sublessee shall be required to execute a written agreement assuming, in full, the obligations of YMCA under this Restated Lease Agreement, as may be amended, and agrees to be bound by all terms and conditions thereof. There shall be no sub-sublease allowed of the Demised Premises.
 - b. Any portion of the Demised Premises subleased shall be used for tax exempt purposes only, as approved by the City. Said sublessee shall be subject to the provisions of this Restated Lease Agreement, as may be amended from time to time.
 - c. Should YMCA assign or attempt to assign this Restated Lease Agreement or sublet any portion of the Demised Premises without prior written consent of the City, this Restated Lease Agreement shall be terminated forthwith, without prior notice to YMCA. No consent to assignment or encumbrance shall constitute a waiver of the provisions of this Section 16.
 - d. Notwithstanding the foregoing provisions of this Section 16, YMCA may assign or sublet the Demised Premises, without the City's consent, to any corporation or other such entity which controls, is controlled by or is under common control with YMCA, or to any other corporation or entity resulting from the merger or consolidation with YMCA or to any corporation or entity which acquires all or substantially all of the assets of YMCA provided that the assignee executes a written agreement assuming, in full, the obligations of YMCA under this Restated Lease Agreement and agrees to be bound by all terms and conditions thereof. No assignment or sublet of this Restated Lease Agreement at any time shall release YMCA of its obligations hereunder.
17. **Public Records Compliance.** YMCA, when acting on behalf of the City for rehabilitation and completion of the improvements provided for herein, shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:
- a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

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

18. Financial Information. YMCA agrees that it shall provide monthly financial statements and annual audits to the City immediately upon acceptance and approval by the YMCA Corporate Board.

19. Default, Remedies, and Abandonment.

- a. Events of Default. The following shall be considered 'Events of Default':
 - i. YMCA's failure to pay rent when due and the default continues for five (5) days thereafter.
 - ii. Unless otherwise stated herein, YMCA's failure to perform, or YMCA's material violation or material breach of, any of the terms, covenants, or conditions of this Restated Lease Agreement, which said failure, violation or breach shall continue un-remedied by YMCA for a period of thirty (30) days after City has delivered written notice thereof to YMCA.

YMCA shall take immediate steps to remedy the breach and shall diligently pursue such steps until completed and reasonably accepted by the City. No default as set forth under this Section 19.a.ii. shall be deemed to continue if and so long as YMCA diligently proceeds to cure in good faith or is delayed in or prevented from curing by facts or circumstances beyond YMCA's control. If said failure, violation or breach continues after the expiration of a reasonable time to cure, as provided herein, then the City may terminate YMCA's right to possession of the Demised Premises and enter the Demised Premises and remove all persons, furniture and equipment located therein, and may seek any and all other remedies available to the City by statute or law;

- b. Effect of an Event of Default and Remedies of the City. Upon the occurrence of any Event of Default, as a result thereof and without other action by City, City shall have the following options:
- i. Declare the entire balance (compiling all months applicable to this Agreement) of rent payable hereunder to be immediately due and payable and exercise any and all rights and remedies available to City at law or in equity and may immediately terminate this Agreement.
 - ii. Declare the rights of YMCA under this Restated Lease Agreement terminated, and thereafter recover possession of the Demised Premises and remove all persons, furniture and equipment located therein through legal process;
 - iii. Proceed for past due installments of the Rent and other sums due, reserving its rights to proceed later for the remaining installments; or
 - iv. Pursue any other remedies available at law or in equity to City on account of the Event of Default. City agrees to use reasonable efforts to mitigate damages on account of any default by YMCA. All of the remedies hereinbefore given to City and all rights and remedies given to it by law and equity shall be cumulative and concurrent. The taking or recovering of the Demised Premises shall not deprive City of any of its remedies or actions against YMCA for rent or any and all other sums due, nor shall the bringing of any action for rent or for breach or default under any term, condition or covenant, or the resort to any other remedy herein provided for the recovery of rent, be construed as a waiver of the right to obtain possession of the Demised Premises.
 - v. The Parties hereto agree that for purposes of this Restated Lease Agreement, the determination of the materiality of any violation or default shall be governed by Florida law and shall include the following criteria:
 - (1) the extent to which the injured party will be deprived of the benefit which can reasonably be expected;
 - (2) the extent to which the injured party can be adequately compensated for the part of the benefit of which the injured party will be deprived
 - (3) the extent to which the breaching party will suffer forfeiture;
 - (4) the likelihood that the breaching party will cure; and
 - (5) the extent to which the behavior of the breaching party comports with the standards of good faith and fair dealing.

- c. **Abandonment.** If the City has actual knowledge YMCA has abandoned the Demised Premises, or the City reasonably believes YMCA has been absent from the Demised Premises for a period of thirty (30) consecutive days with rent not current, then the City may serve written notice of abandonment upon YMCA, and after ten (10) days have elapsed since service of such notice, then the City may declare this Restated Lease Agreement abandoned and shall, in such event, make reasonable efforts to relet the Premises. Damages shall include but shall not be limited to, the following: (1) all actual damages suffered by the City until the Premises is relet, including reasonable expenses incurred in reletting or in attempting to relet; and (2) the difference between the rent received when the premises is relet and the rent reserved under this Restated Lease Agreement. In calculating this difference, YMCA shall be given the benefit of any rental credit, if applicable. After the Premises have been relet, YMCA agrees to pay to the City, on the last day of each rental period, the difference between the rent received for the period from reletting and the rent reserved under this Restated Lease Agreement for that period.

20. City's Right to Enforce Strictly. Any law, usage or custom to the contrary notwithstanding, City shall have the right at all times to enforce all terms, conditions and covenants hereof in strict accordance herewith, notwithstanding any conduct or custom on the part of the City in refraining from so doing at any time or times. Further, the failure of City at any time or times to enforce its rights hereunder strictly in accordance with the same shall not be construed as having created a custom in any way or manner contrary to any specific term, condition or covenant hereof, or as having in any way or manner modified the same.

21. Loss or Destruction of Demised Premises. If the Demised Premises become, as a practical matter, totally untenable after a casualty loss such as fire, storm, explosion, earthquake, or other casualty loss, this Restated Lease Agreement shall be at an end from such time, except for the purpose of enforcing rights and obligations that may have then accrued under this Restated Lease Agreement, including but not limited to, the payment of insurance claims, indemnity, and any remaining rental credit. The rental shall then be accounted for between the City and YMCA up to the time of such loss or destruction of the Demised Premises, YMCA paying up to such date and the City crediting to YMCA the rents collected beyond such date, if any. Should only a part of the Demised Premises be rendered untenable, the rental minus any rental credit shall abate in the proportion which the injured bears to the whole Demised Premises, and such part so damaged shall be restored by the City as speedily as practicable, after which the full rent minus any rental credit shall recommence and the Restated Lease Agreement shall continue according to its terms.

22. Surrender or Early Termination of Lease by YMCA.

- a. The City agrees that YMCA may terminate this Restated Lease Agreement upon providing to the City eighteen (18) months written notice in advance of the intended voluntary or other surrender by YMCA of the Demised Premises. In the absence of any material default or material breach of covenants, as otherwise set forth in this Restated Lease Agreement, such termination shall relieve YMCA of any further obligation for unpaid monthly rental payments, subsequent to the surrender date and not yet due and payable.
- b. In the event the YMCA fails to provide to the City eighteen (18) months written notice in advance of the intended voluntary or other surrender by the YMCA of the Demised Premises, then YMCA shall pay to the City a total sum equal to eighteen (18) months of rental payments based on the rate of rent as set forth in Section 7 herein at the time of surrender.

23. Termination by the City. The City shall have the right to terminate this Restated Lease Agreement upon eighteen (18) months written notice without cause and without penalty.

24. Attorney's Fees. In the event civil action shall be brought by one party against the other to enforce any term, condition or statutory right arising out of this Restated Lease Agreement, the prevailing party may apply to the Court for its reasonable attorney's fees which shall be fixed by the Court.

25. Recordation. This Lease shall not be recorded by YMCA without the consent of the City.

26. Waste. YMCA agrees to commit or suffer no act that would result in damage to or waste of the Demised Premises.

27. Personal Property and Trade Fixtures.

- a. YMCA's Personal Property and Trade Fixtures. All of YMCA's trade fixtures, and personal property, signage, apparatus, machinery and equipment supplied by the YMCA and located on the Demised Premises ("Personal Property") shall be and remain the Personal Property of the YMCA and may, at the option of the YMCA, be removed from the Demised Premises, provided YMCA is not in default under this Restated Lease Agreement. All Personal Property of the YMCA located on the Demised Premises is kept thereon at YMCA's sole risk and the City shall not be liable for any damage to nor loss of such Personal Property arising from any acts of negligence of any other persons; nor from the leaking of the roof; nor from the bursting, leaking or overflowing of water, sewer, or steam pipes; nor from heating or plumbing fixtures; nor from electric wires or fixtures; nor from any other cause

whatsoever. YMCA shall be responsible to insure its Personal Property located within the Demised Premises. Such Personal Property remaining on the Demised Premises at the expiration of this Restated Lease Agreement shall belong to the City and remain on and be surrendered with the Demised Premises.

- b. City's Personal Property. If applicable, the personal property of the City in the Demised Premises is described on the inventory attached hereto as Exhibit "C." The City Manager, or his designee, shall be authorized to update the inventory list and to amend the inventory in writing as shown on Exhibit "C." from time to time, accordingly. The inventory shall remain within the Demised Premises and YMCA shall be permitted to utilize the inventory for its operations. YMCA shall be responsible for any damage to the inventory resulting from YMCA or its agents' use and shall immediately repair any such damage incurred. YMCA shall not be liable for any damage to nor loss of such inventory arising from any acts of negligence of any other persons; nor from the leaking of the roof; nor from the bursting, leaking or overflowing of water, sewer, or steam pipes; nor from heating or plumbing fixtures; nor from electrical wires or fixtures; nor from any other cause whatsoever, unless otherwise stated herein.

28. Insurance, Loss, Indemnity, Liability. Without limiting any of the other obligations or liabilities of YMCA, YMCA shall provide, pay for, and maintain in force, throughout the term of this Restated Lease Agreement, the insurance coverages set forth in this Section:

- a. Workers' Compensation. Workers' Compensation Insurance to apply to all employees in compliance with the "Workers Compensation Law" of the State of Florida and all applicable Federal laws. In addition, the policy(s) must include:
 - i. Employers' Liability with a limit of Five Hundred Thousand Dollars (\$500,000.00) each accident.
 - ii. Notice of Cancellation and/or Restriction -. YMCA 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.
- b. Comprehensive. Comprehensive General Liability Insurance, including blanket contractual liability - with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury, Liability, and Property Damage Liability. The contractual liability coverage shall insure the performance of all obligations assumed hereunder, including specifically, but without limitation, the indemnity provisions in this Restated Lease Agreement.

- c. **Additional Insured.** The policy(ies) shall name the City as an additional insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the City thirty (30) days prior written notice, except for nonpayment of premium which, by law, is ten (10) days notice. The insurance shall be evidenced by a certificate in a form acceptable to the City, stating the amount of any "deductible" written by an insurance company with a minimum rating of A+, to the City and a copy of the policy or certificate of insurance shall be delivered to the City prior to the commencement of this Restated Lease Agreement.
- d. **Failure to Procure.** In the event YMCA fails to procure the insurance required herein, the City may, but shall be under no obligation to, procure insurance in which event YMCA agrees to pay the City, in addition to rent, the amount of the premium on the first day of the month following the month in which the City notifies YMCA of the amount of the premium due. The City Manager shall be authorized to approve in writing amendments to this paragraph, from time to time, to adjust insurance limits and coverage consistent with City policy and in keeping with the nomenclature of the insurance industry.
- e. **Indemnification.** YMCA shall indemnify, defend, and hold the City and its officers, agents, representatives and employees harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury, damage to property , or resulting from failure to comply with the law, arising from or out of any occurrence resulting from YMCA's operation of the facilities directly related to its use and occupancy of the Demised Premises or any part of the Demised Premises occasioned wholly or in part by any act or omission of YMCA or those acting under YMCA or YMCA's agents and employees. In the event that the City is, without fault on its part, made a party to any litigation commenced by or against YMCA, City shall promptly notify YMCA in writing of any claim asserted against the City hereunder, and shall promptly deliver to YMCA the original or a true copy of any summons or any process, pleading or notice issued in any suit or other proceeding to assert or enforce any such claim. YMCA shall defend any such suit brought against itself and also the City with YMCA's own attorneys. The City may, at its own expense, choose its own legal representation separate from the attorney selected by the YMCA.
- f. **City.** The City is responsible for insurance for the real property and general liability of the Demised Premises.
- g. **YMCA.** YMCA shall be responsible to insure its personal property located within the Demised Premises in addition to the insurance

requirements set forth in this Section 28. YMCA shall fully comply with all health and police regulations of insurance carriers writing policies covering the building and Demised Premises.

- 29. Compliance with Law.** YMCA shall comply with all governmental laws, ordinances and regulations applicable to the use of the Demised Premises, and shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances and other activities in or upon, or connected with the Demised Premises, all at YMCA's sole expense, including any expense or cost resulting from the construction or installation of fixtures and improvements or other accommodations for handicapped or disabled persons required for compliance with governmental laws and regulations, including but not limited to the Americans with Disabilities Act (the "ADA"). To the extent any interior Alterations to the structures of the Demised Premises are required by the ADA or other applicable laws or regulations, YMCA shall bear the expense of the Alterations. To the extent any exterior Alterations to areas of the property of the Demised Premises are required by Title III of the ADA or other applicable laws or regulations (for "path of travel" requirements or otherwise), City shall bear the expense of the alterations.
- 30. Severability.** If any portion of this Restated Lease Agreement shall be adjudged to be invalid, such portion shall be deemed severable, and shall not invalidate or impair the Restated Lease Agreement as a whole or any other provision of the Restated Lease Agreement.
- 31. Parties not Partners.** It is expressly understood that neither the City nor YMCA shall be construed or held to be a partner or associate of the other in the conduct of their respective business. The relationship between the Parties hereto is and shall remain at all times that of Landlord and tenant.
- 32. Notices.** Any notice or other communication provided for in this Restated Lease Agreement or by the laws of the State of Florida and given hereunder shall 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 below. 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.

TO CITY:

City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501 – telephone
(386) 756-5208 - facsimile
_____ - e-mail

TO YMCA:

Volusia/Flagler Family Young Men's
Christian Association, Inc.
Attention: President/CEO
761 E. International Speedway Blvd.
DeLand, Florida 32724
(386) 738-9622 - telephone
(386) 822-9622 - facsimile
trand@vfymca.org - e-mail

- 33. Mitigation of Damages.** Notwithstanding any contrary covenant, agreement or stipulation of this Restated Lease Agreement, the City and YMCA shall each have the obligation to mitigate, in every reasonable manner, all damages that may or shall be caused or suffered by virtue of the other's default under or in violation of any covenant, agreement, or stipulation.
- 34. 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.
- 35. Written Agreement.** This Restated Lease Agreement contains the entire agreement between the Parties hereto and all previous negotiations leading thereto, and it may be modified only by an agreement in writing signed and sealed by the City and YMCA.
- 36. Governing 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 Volusia County, Florida.
- 37. Time.** Time is of the essence in all of the terms and provisions of this Restated Lease Agreement.
- 38. Peaceful Possession.** Subject to the terms, conditions, and covenants of this Restated Lease Agreement, YMCA shall and may peaceably have, hold and enjoy the Demised Premises without hindrance or molestation by the City.
- 39. Captions.** The captions appearing in this Restated Lease Agreement are for reference purposes only and shall not be considered to vary, modify or amend said Restated Lease Agreement.

40. Counterparts. This Restated Lease 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 execution of this Restate Lease Agreement by any of the parties may be evidenced by way of a facsimile transmission of such party's signature, or a photocopy of such facsimile transmission, and such facsimile signature shall be deemed to constitute the original signature of such party hereto.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties hereto have made and executed this Restated Lease Agreement, by and through their authorized representatives, on the respective dates under each signature.

YMCA

WITNESSES:

Diana Martin

Name: Diana Martin
Shannon K. Balmer

Name: Shannon K. Balmer

Name: _____

Name: _____

**VOLUSIA/FLAGLER FAMILY YOUNG MEN'S
CHRISTIAN ASSOCIATION, INC.**

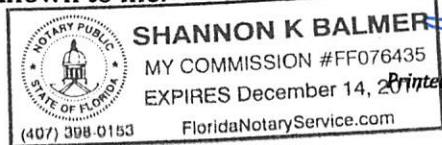
By: Teresa Rand
Printed Name: Teresa Rand
Title: Pres/CEO

Attest: _____
Printed Name: _____
Title: _____

Date: 12-12-17

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Restated Lease Agreement was acknowledged before me this 12th day of December, 2017, by Teresa Rand, as President/CEO of the Volusia/Flagler Family Young Men's Christian Association, Inc., who acknowledges that he/she is duly authorized to execute the foregoing agreement on behalf of the corporation. He/She is personally known to me.



Shannon K. Balmer
Notary Public, State of Florida at Large
Printed name, commission and expiration of commission term

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Restated Lease Agreement was acknowledged before me this ____ day of _____, 2017, by _____, as _____ of the Volusia/Flagler Family Young Men's Christian Association, Inc., who acknowledges that he/she is duly authorized to execute the foregoing agreement on behalf of the corporation. He/She is personally known to me.

Notary Public, State of Florida at Large
Printed name, commission and expiration of commission term

WITNESSES:

[Signature]
Name: Matthew J. Jones

[Signature]
Name: Shannon K. Balmer

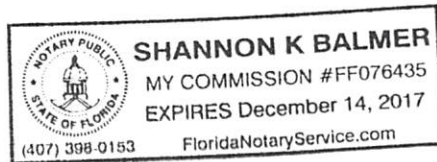
CITY OF PORT ORANGE, FLORIDA
A chartered municipal corporation

By: [Signature]
Donald O. Burnette, Mayor

Date: 12/12/17

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Restated Lease Agreement was acknowledged before me this 12th day of December, 2017, by Donald O. Burnette, Mayor of the City of Port Orange, Florida, a chartered municipal corporation, who acknowledges that he is duly authorized to execute the foregoing agreement on behalf of the City. He is personally known to me.



[Signature]

Notary Public, State of Florida at Large
Printed, name, commission and expiration of commission term

WITNESSES:

[Signature]
Name: Matthew J. Jones

[Signature]
Name: Shannon K. Balmer

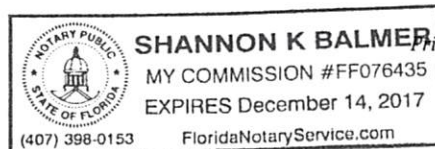
Attest: [Signature]
Robin L. Fenwick
City Clerk, CMC

Date: 12/12/17

(Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Restated Lease Agreement was acknowledged before me this 12th day of December, 2017, by Robin L. Fenwick, as City Clerk, of the City of Port Orange, Florida, a chartered municipal corporation, who acknowledges that she is duly authorized to execute the foregoing agreement on behalf of the City. She is personally known to me.



[Signature]

Notary Public, State of Florida at Large
Printed, name, commission and expiration of commission term

EXHIBIT "A"

DESCRIPTION

A PORTION OF SECTION 8, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF PORT ORANGE CORPORATE PARK, AS RECORDED IN MAP BOOK 47, PAGES 99 AND 100, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN S88°02'49"W ALONG THE NORTH LINE OF SAID PORT ORANGE CORPORATE PARK, 266.19 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTH LINE S88°02'49"W, 256.09 FEET; THENCE ALONG SAID NORTH LINE S69°52'58"W, 38.85 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 76°26'21"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, 33.35 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 260.00 FEET AND A CENTRAL ANGLE OF 10°48'44"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, 49.06 FEET; THENCE N44°29'25"W, 407.67 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 62.00 FEET AND A CENTRAL ANGLE OF 74°01'04"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, 80.09 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE WESTERLY HAVING A RADIUS OF 350.00 FEET AND A CENTRAL ANGLE OF 28°38'51"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, 175.00 FEET; THENCE N88°52'11"E, 532.85 FEET; THENCE S00°45'00"E, 226.68 FEET; THENCE S45°17'43"E, 87.10 FEET; THENCE S00°49'24"E, 315.83 FEET TO THE POINT OF BEGINNING. CONTAINING 7.20 ACRES, MORE OR LESS.

SCALE: 1"=100'

FIELD BOOK:

PAGE:

JOB. #14-0300

FOR: THE CITY OF PORT ORANGE, FLORIDA
DESCRIPTION: PORT ORANGE YACA, SEE SHEET 2 FOR LEGAL DESCRIPTION

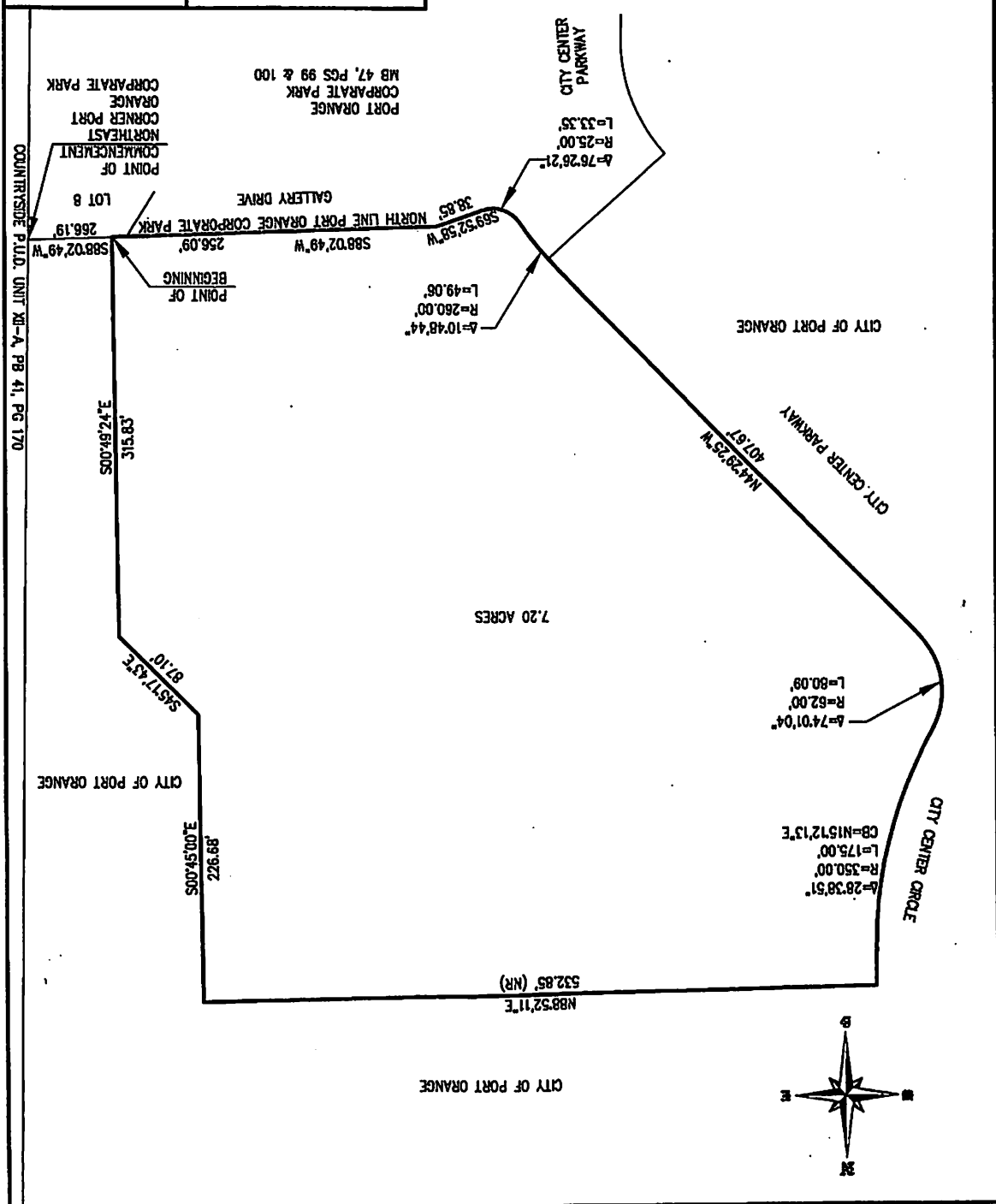
FOR: THE CITY OF PORT ORANGE, FLORIDA
DESCRIPTION: PORT ORANGE YMCA. SEE SHEET 2 FOR LEGAL

ABBREVIATIONS

SHEET 1 OF 2

(f)	PLATED DIMENSION
(d)	DEEDED DIMENSION
(u)	MEASURED DIMENSION
(c)	CALCULATED DIMENSION
(o)	IDENTIFICATION
A/C	AIR CONDITIONER
R/W	RIGHT OF WAY
d	CONTINUITY
c	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
P&T CO.	FLORIDA POWER &
N.E.V.M.	NATIONAL GEODETIC
U.S.C. & G.S.	UNITED STATES GEOLOGICAL SURVEY

PROPOSED ELEVATION	
EXISTING ELEVATION	
NON-RADIAL LINE	(NR)
RADIAL LINE	(R)
PERMANENT CONTROL POINT	
PERMANENT MONUMENT	
PERMANENT REFERENCE MONUMENT	
IRON PIPE	
IRON ROD WITH CAP	
LEGEND	



SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS CERTIFICATION NO. 3019
3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5385
Copyright © 2014 Sliger & Associates, Inc.
www.sligerassociates.com

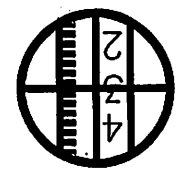


EXHIBIT "B"

Vendor	P.O.	Check #	Account Number	Asset Description	Serial Number	Amount	Tag Number
Fusion Fitness Designs	69873	169469	106-1000-572.64-00	SL 195 Skyline Strength Series Functional Training Unit with Attachments		\$ 4,595.00	9707
Siegel Performance Systems	69873	169469	106-1000-572.64-00	Nustep T4r Recumbent Cross Trainer		\$ 4,500.00	9706
Cybox	68719	168822	106-1000-572.64-00	Eagle Hip Ab/Aductor	J090511181596N	\$ 4,443.42	9677
Cybox	68719	168822	106-1000-572.64-00	Eagle Leg Extension (Start RLD)	J090511051291N	\$ 3,363.42	9674
Cybox	68719	168822	106-1000-572.64-00	Eagle Prone Leg Curl (Start RL)	J090511141175N	\$ 3,363.42	9671
Cybox	68719	168822	106-1000-572.64-00	Eagle Leg Press	J090511040997N	\$ 4,833.42	9680
Cybox	68719	168822	106-1000-572.64-00	Eagle Chest Press	J090511000061N	\$ 3,723.42	9672
Cybox	68719	168822	106-1000-572.64-00	Eagle Fly/Rear Delt	J090511111230N	\$ 3,843.42	9681
Cybox	68719	168822	106-1000-572.64-00	Eagle Lateral Raise	J090511160066N	\$ 3,543.42	9678
Cybox	68719	168822	106-1000-572.64-00	Eagle Lat Pull	J090511130346N	\$ 3,723.42	9673
Cybox	68719	168822	106-1000-572.64-00	Eagle Row	J090511030455N	\$ 3,723.42	9676
Cybox	68719	168822	106-1000-572.64-00	Eagle Overhead Press	J090511010382N	\$ 3,663.42	9675
Cybox	68719	168822	106-1000-572.64-00	Eagle Arm Curl	J090511070304N	\$ 2,943.42	9682
Cybox	68719	168822	106-1000-572.64-00	Eagle Arm Extension	J090511080257N	\$ 3,123.41	9683
Cybox	68719	168822	106-1000-572.64-00	45 Degree Back Extension	J092516022088N	\$ 1,115.66	9687
Cybox	68719	168822	106-1000-572.64-00	VR1 Dual AB- Back Extension	J091813200656N	\$ 2,829.41	9685
Cybox	68719	168822	106-1000-572.64-00	VR3 Assisted Dip/Chin	J092512231708N	\$ 3,748.16	9679
Cybox	68719	168822	106-1000-572.64-00	VR3 Standing Calf	J091812120479N	\$ 3,033.16	9684
Cybox	68719	168822	106-1000-572.64-00	BRAVO Func Trainer w/Chin Bar	J091808810149N	\$ 5,306.41	9686
Life Fitness	68719	168822	106-1000-572.64-00	Hammer Strength Smith	HSSM1014002	\$ 3,122.89	9700
Life Fitness	68719	168822	106-1000-572.64-00	MJ Core Tower	MJCORE0914125	\$ 1,203.70	
Life Fitness	68719	168822	106-1000-572.64-00	Synergy 360T Versa-Cable-Versa	FXTT-VCV0914009	\$ 4,594.05	9708
Life Fitness	68719	168822	106-1000-572.64-00	MJ Adjustable Pulley	MJAP0914122	\$ 1,870.70	9705
Life Fitness	68719	168822	106-1000-572.64-00	MJACO Station W/ Outrigger Rack	MJACO0914021	\$ 3,514.05	9705
Life Fitness	68719	168822	106-1000-572.64-00	Syn360 Step	FXT-STP1014006	\$ 610.80	9708
Life Fitness	68719	168822	106-1000-572.64-00	HMRAdjustable Bench (Pro Style) W/UPH-CUS	FWMAB1014005	\$ 1,084.45	9699
Life Fitness	68719	168822	106-1000-572.64-00	HMRAdjustable Bench (Pro Style) W/UPH-CUS	FWMAB1014004	\$ 1,084.45	9704
Life Fitness	68719	168822	106-1000-572.64-00	HMRAdjustable Bench (Pro Style) W/UPH-CUS	FWMAB1014003	\$ 1,084.45	9703
Life Fitness	68719	168822	106-1000-572.64-00	MJ Row W/ UPH - CUS	MNRW1014001	\$ 2,029.45	9705
Life Fitness	68719	168822	106-1000-572.64-00	MJLP Station W/ UPH - CUS	MJLP0914077	\$ 2,105.72	9705
Life Fitness	68719	168822	106-1000-572.64-00	Hammer Strength Linear Leg Press W/ UPH- CUS	HSLLP1014001	\$ 3,424.46	9695
Life Fitness	68719	168822	106-1000-572.64-00	Power Pivot And Rock Chin		\$ 764.25	9705
Life Fitness	68719	168822	106-1000-572.64-00	Suspension Chin and TRX Suspension		\$ 382.50	9705
Life Fitness	68719	168822	106-1000-572.64-00	HD Elite Half Rack Long Base W/ Pull Up Handle	HDLHRL 1947	\$ 1,411.98	9697
Life Fitness	68719	168822	106-1000-572.64-00	HD Elite Power Rack	HDLPR 1458	\$ 1,832.73	
Life Fitness	68719	168822	106-1000-572.64-00	HD Elite Stand Alone Storage	HDLSTOR-SA 2922	\$ 756.13	
Life Fitness	68719	168822	106-1000-572.64-00	HD Elite Stand Alone Storage	HDLSTOR-SA 2923	\$ 756.13	
Life Fitness	68719	168822	106-1000-572.64-00	Hammer Olympic Bench Weight Sto.	OBWS 12420	\$ 445.73	9698
Life Fitness	68719	168822	106-1000-572.64-00	Hammer Olympic Bench Weight Sto.	OBWS 12421	\$ 445.73	9692
Life Fitness	68719	168822	106-1000-572.64-00	Hammer Olympic Bench Weight Sto.	OBWS 12422	\$ 445.73	9693
Life Fitness	68719	168822	106-1000-572.64-00	Hammer Olympic Bench Weight Sto.	OBWS 12423	\$ 445.73	9694
Life Fitness	68719	168822	106-1000-572.64-00	Arm Curl, Seated W/ UPH-CUS	FWAC 9426	\$ 911.48	9691

YMCA Equipment
Project: QPC058

Vendor	P.O.	Check #	Account Number	Asset Description	Serial Number	Amount	Tag Number
Life Fitness	68719	168822	106-1000-572.64-00	Utility Bench - 75 W/ UPH- CUS	FWUB75 6778	\$ 602.83	9701
Life Fitness	68719	168822	106-1000-572.64-00	Olympic Decline Bench	ODB 5088	\$ 956.48	
Life Fitness	68719	168822	106-1000-572.64-00	Olympic Flat Bench	OFB 15581	\$ 866.48	
Life Fitness	68719	168822	106-1000-572.64-00	Olympic Incline Bench	OIN 7685	\$ 956.48	
Life Fitness	68719	168822	106-1000-572.64-00	Hammer Olympic Military Bench	OMB 2749	\$ 1,083.48	9696
Life Fitness	68719	168822	106-1000-572.64-00	ISO- Lateral Bench Press Horizontal	ILBPH 9372	\$ 1,842.66	9689
Life Fitness	68719	168822	106-1000-572.64-00	ISO- Lateral Rowing	ILROW 10641	\$ 1,661.42	9688
Life Fitness	68719	168822	106-1000-572.64-00	ISO- Lateral Shoulder Press	ILSP 11179	\$ 1,916.47	9690
Life Fitness	68719	168822	106-1000-572.64-00	Pullup 3 Handle		\$ 96.75	
Life Fitness	68719	168822	106-1000-572.64-00	Power Pivot		\$ 194.25	
Star Trac	68719	168822	106-1000-572.64-00	Group Cycling Bicycle	SBEN1406-L01781	\$ 1,350.98	9710
Star Trac	68719	168822	106-1000-572.64-00	Group Cycling Bicycle	SBEN1406-L01782	\$ 1,350.98	9709
Star Trac	68719	168822	106-1000-572.64-00	Group Cycling Bicycle	SBEN1406-L02161	\$ 1,350.98	9711
Star Trac	68719	168822	106-1000-572.64-00	Group Cycling Bicycle	SBEN1406-L02162	\$ 1,350.98	9712
Star Trac	68719	168822	106-1000-572.64-00	Group Cycling Bicycle	SBEN1406-L02163	\$ 1,350.98	9713
Star Trac	68719	168822	106-1000-572.64-00	Group Cycling Bicycle	SBEN1406-L02164	\$ 1,350.98	9714
Star Trac	68719	168822	106-1000-572.64-00	Group Cycling Bicycle	SBEN1406-L02165	\$ 1,350.98	9715
Star Trac	68719	168822	106-1000-572.64-00	Group Cycling Bicycle	SBEN1406-L02176	\$ 1,350.98	9716
Star Trac	68719	168822	106-1000-572.64-00	Group Cycling Bicycle	SBEN1406-L02236	\$ 1,350.98	9717
Star Trac	68719	168822	106-1000-572.64-00	Group Cycling Bicycle	SBEN1406-L02237	\$ 1,350.98	9718
Star Trac	68719	168822	106-1000-572.64-00	Group Cycling Bicycle	SBEN1406-L02252	\$ 1,350.98	9719
Star Trac	68719	168822	106-1000-572.64-00	Group Cycling Bicycle	SBEN1406-L02253	\$ 1,350.98	9720
Star Trac	68719	168822	106-1000-572.64-00	Group Cycling Bicycle	SBEN1406-L02258	\$ 1,350.98	9721
Star Trac	68719	168822	106-1000-572.64-00	Group Cycling Bicycle	SBEN1406-L02260	\$ 1,350.98	9722
Star Trac	68719	168822	106-1000-572.64-00	Group Cycling Bicycle	SBEN1406-L02261	\$ 1,350.98	9723
Star Trac	68719	168822	106-1000-572.64-00	Group Cycling Bicycle	SBEN1406-L02262	\$ 1,350.98	9724
Star Trac	68719	168822	106-1000-572.64-00	Group Cycling Bicycle	SBEN1406-L02298	\$ 1,350.98	9725
Star Trac	68719	168822	106-1000-572.64-00	Group Cycling Bicycle	SBEN1406-L02304	\$ 1,350.98	9726
Star Trac	68719	168822	106-1000-572.64-00	Group Cycling Bicycle	SBEN1406-L02305	\$ 1,350.98	9727
Star Trac	68719	168822	106-1000-572.64-00	Group Cycling Bicycle	SBEN1406-L02310	\$ 1,350.98	9728
Star Trac	68719	168822	106-1000-572.64-00	Group Cycling Bicycle	SBEN1406-L02311	\$ 1,350.98	9729
Star Trac	68719	168822	106-1000-572.64-00	Group Cycling Bicycle	SBEN1406-L02312	\$ 1,350.98	9730
Star Trac	68719	168822	106-1000-572.64-00	Group Cycling Bicycle	SBEN1406-L02332	\$ 1,350.98	9731
Star Trac	68719	168822	106-1000-572.64-00	Group Cycling Bicycle	SBEN1406-L02372	\$ 1,350.98	9732
Star Trac	68719	168822	106-1000-572.64-00	Group Cycling Bicycle	SBEN1406-L02374	\$ 1,350.98	9733
Star Trac	68719	168822	106-1000-572.64-00	Group Cycling Bicycle	SBEN1406-L02377	\$ 1,350.98	9734
Star Trac	68719	168822	106-1000-572.64-00	Group Cycling Bicycle	SBEN1406-L02396	\$ 1,350.98	9735
Star Trac	68719	168822	106-1000-572.64-00	Group Cycling Bicycle	SBEN1406-L02397	\$ 1,350.98	
Star Trac	68719	168822	106-1000-572.64-00	Group Cycling Bicycle	SBEN1406-L02398	\$ 1,350.98	
Star Trac	68719	168822	106-1000-572.64-00	Group Cycling Bicycle	SBEN1406-L02400	\$ 1,350.98	
Gym Source	68719	168822	106-1000-572.64-00	Rack Machine Bar Club Pack (15Pieces)		\$ 1,122.63	
Gym Source	68719	168822	106-1000-572.64-00	Elite Mat W/Eyelets Blue (20 Count)		\$ 657.63	

YMCA Equipment
Project: QPC058

Vendor	P.O.	Check #	Account Number	Asset Description	Serial Number	Amount	Tag Number
Gym Source	68719	168822	106-1000-572.64-00	Yoga Sticky Mat Blue/Purple (40 Count)		\$ 937.63	
Gym Source	68719	168822	106-1000-572.64-00	Vertical Dumbbell Rack (plus Accessories)		\$ 632.63	
Gym Source	68719	168822	106-1000-572.64-00	Exertubes		\$ 943.13	
Gym Source	68719	168822	106-1000-572.64-00	Step Platforms and Risers		\$ 3,857.63	
Gym Source	68719	168822	106-1000-572.64-00	Kettlebells (7)		\$ 434.60	
Gym Source	68719	168822	106-1000-572.64-00	Kettlebell Rack		\$ 426.63	9744
Gym Source	68719	168822	106-1000-572.64-00	Dumbbells		\$ 1,354.03	
Gym Source	68719	168822	106-1000-572.64-00	Octane -4700 Commercial Body Elliptical	F1312AP07656-02	\$ 3,816.63	9739
Gym Source	68719	168822	106-1000-572.64-00	Octane -4700 Commercial Body Elliptical	F1312AP07571-02	\$ 3,816.63	9737
Gym Source	68719	168822	106-1000-572.64-00	Octane -4700 Commercial Body Elliptical	F1312AP07621-02	\$ 3,816.63	9736
Gym Source	68719	168822	106-1000-572.64-00	Octane -4700 Commercial Body Elliptical	F1312AP07575-02	\$ 3,816.63	9741
Gym Source	68719	168822	106-1000-572.64-00	Octane -4700 Commercial Body Elliptical	F1312AP07582-02	\$ 3,816.63	9740
Gym Source	68719	168822	106-1000-572.64-00	Octane -4700 Commercial Body Elliptical	F1312AP07581-02	\$ 3,816.63	9738
Gym Source	68719	168822	106-1000-572.64-00	Rower- Concept II model		\$ 1,092.63	9742
Gym Source	68719	168822	106-1000-572.64-00	Rower- Concept II model		\$ 1,092.63	9743
Gym Source	68719	168822	106-1000-572.64-00	Elite Mat W/Eyelets Blue (30 Count)		\$ 877.60	
Gym Source	68719	168822	106-1000-572.64-00	Interlocking Bumper Plates		\$ 514.63	
Gym Source	68719	168822	106-1000-572.64-00	Hampton Urethane Grip Plates		\$ 8,547.63	

EXHIBIT "C"

Personal Property of the City retained on the Demised Premises: N/A



CITY OF PORT ORANGE

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

Volusia/Flagler Family Young Men's Christian Association, Inc.
Attention: Chris Seilkop, President/CEO
761 E. International Speedway Blvd.
DeLand, Florida 32724

Re: 4701 City Center Parkway, Port Orange, FL 32129: **Extension of Temporary Waiver Letter**

Dear Mr. Seilkop,

This letter relates to the letter previously presented to the YMCA regarding obligations under the SEVENTH AMENDMENT AND RESTATEMENT OF CITY OF PORT ORANGE-YMCA LEASE AGREEMENT of 4701 City Center Parkway, Port Orange, FL 32129 (the "**Property**") dated December 17, 2017 and made between **City of Port Orange**, a Florida municipality ("**City**") and **Volusia/Flagler Family Young Men's Christian Association, Inc.** formerly known as The Greater Daytona Beach Area Young Men's Christian Association, Inc. ("**YMCA**" or "**Lessee**"), hereinafter (the "**Lease**"). In this letter, expressions defined in the Lease and used in this letter have the meaning set out in the Lease (save where otherwise stated).

YMCA and the City executed a letter approved by City Council on October 6, 2020 for a temporary waiver of rents due and owing for the purpose of allowing the Parties time to negotiate a formal agreement with regard to the repayment of the deferred rents and future payments due under the Lease ("**Temporary Waiver Letter**"). However, due to delays in securing necessary financial information and the timing of the YMCA's board meeting, Parties will not be able to negotiate a formal agreement that can be timely approved prior to the deadline set forth in the Temporary Waiver Letter.

By execution of this letter the Parties agree to the following:

- (a) Extension of the deadline for finalizing a formal agreement from December 1, 2020 to December 31, 2020; and
- (b) allow the YMCA a fifty percent (50%) reduction in the rent due and owing on December 1, 2020 ("**Reduced December Rent**"), said deficit to be repaid per the terms and conditions of the anticipated formal agreement by the Parties; and
- (c) if a formal agreement cannot be finalized between the Parties on or before December 31, 2020, then the deferred Rental Payments, set forth in the Temporary Waiver Letter and the deficit from Reduced December Rent, as set forth hereinabove, shall all be due and owing on or before January 30, 2021.

EFFECT OF THIS LETTER. Except as otherwise amended herein, the terms and conditions set forth in the Temporary Waiver Letter will continue in full force and effect.

We, the undersigned, do hereby acknowledge, agree, and accept the terms set forth in this letter.

YMCA
Volusia/Flagler Family Young Men's
Christian Association, Inc.

By: Chris Seilkop
Chris Seilkop, President

Attest: Sabrina Dertovic
Name: Sabrina Dertovic
Title: Member Services

CITY OF PORT ORANGE, FLORIDA
A chartered municipal corporation

By: _____
Donald O. Burnette, Mayor

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



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/17/2020

Consent item: No

SUBJECT: (G19) Feral Cat Program Update

DEPARTMENT: Police Services

GOAL:

RECOMMENDED MOTION:

SUMMARY: Update on Feral Cat Program since the inception of the new ordinance.

Project No.: Funding Account No.:

Presenter: Thomas Grimaldi

ATTACHMENTS:

Beth Unruh	Created/Initiated - 10/26/2020
William Proctor	Approved - 10/27/2020
Thomas Grimaldi	Approved - 10/29/2020
Jamie Miller	Approved - 10/30/2020
Jake Johansson	Approved - 11/6/2020
Robin Fenwick	Final Approval - 11/6/2020



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/17/2020

Consent item: No

SUBJECT: (G20) Approval of RFP 21-05 Scope and Form Contract for Executive Search Firm for City Manager Recruitment

DEPARTMENT: Administrative Services

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve the scope of services and form contract as presented (or as modified by the Council), and to authorize staff to issue a request for proposals for an executive search firm for the recruitment and selection of a new City Manager.

SUMMARY: At a special meeting on November 10, 2020, the City Council discussed the selection process for the new City Manager. The Council consensus was to employ the services of an executive search firm to assist the Council in the selection process.

A budget resolution for expenses associated with hiring a new City Manager, will be brought before City Council for approval at a future meeting.

The proposed scope of services for the request for proposals (RFP) for an executive search firm requires the selected firm to complete a candidate profile, actively recruit for the position, and assist the Council with the screening, interview, and background process. As currently drafted, the scope calls for the selected firm to take input from a Council appointed citizen committee, if created, to develop the candidate profile..

Possible discussion items or future considerations:

Are there any items in the RFP scope that Council would like to add, modify, or delete? Please note this RFP is just for securing the executive search firm, not for identifying the candidate profile or solidifying the process. The search firm will assist us with both of these items.

Does the Council want to appoint a Citizen Advisory Committee or leave citizen participation more open at this point? Will citizen input be utilized in the development of the profile, the narrowing down of candidates, or some other aspect?

Dependent on the number of responses, will Council desire to short-list from the responsive candidates or will they want to interview all firms?

Does council want to set a firm date for selection of a city manager or stick with a general expectation that a selection will be made by May 2021 with some flexibility to

go beyond that date if needed.

Project Funding Account No.: Fund: General Fund 001; Cost Center: Non-
No.: ZMI100 Departmental - Special Projects

Presenter: Jamie Miller

ATTACHMENTS:

1.	Draft Scope - Executive Search Firm - 11.13.20 rev	Draft Scope - Executive Search Firm - 11.13.20 rev (1).pdf
2.	CM Selection Firm - Standard Contract for Services 2020	CM Selection Firm - Standard Contract for Services 2020 (1).pdf

Robin Fenwick	Created/Initiated - 11/12/2020
Jamie Miller	Approved - 11/12/2020
Scott Neils	Approved - 11/13/2020
Matthew Jones	Approved - 11/13/2020
Jake Johansson	Approved - 11/13/2020
Robin Fenwick	Final Approval - 11/16/2020

Draft Scope – RFP for Executive Search Firm

Overview

The City of Port Orange invites qualified firms to submit a proposal to conduct an executive search for the City Manager position. Submittals will be reviewed and evaluated as to qualification to perform the services required by the City Council. The successful respondent will assist in establishing the process for the recruitment, including a timeline for various actions during the recruitment process. The City Council desires to work with a designated representative from the firm to develop a profile of the desired qualifications and experience necessary to be successful as the next City Manager of the City of Port Orange. The City of Port Orange will begin operating under an Interim City Manager on December 11, 2020. The previous City Manager was with the City of Port Orange for five years.

The City of Port Orange is located on Florida's East Central Coast in Volusia County. Port Orange, a population of just over 62,000, covers an area of approximately 29 square miles and is a full-service city that provides its own police, fire, emergency medical services, parks and recreational activities, streets and parks maintenance, water, wastewater, and reclaimed water services, stormwater improvements, community development, code enforcement, planning and zoning, forest management, wetland mitigation, and general administration. The Fiscal 2021 total budget was \$121,999,168, with the General Fund totaling \$43,180,416. More details may be found at www.port-orange.org.

The City has a council-manager form of government, with a five-member council. The Council is made up of four Council Members, each representing a district, and the Mayor. All members of the Council are elected at large. The City administration is made up of eight departments. The City employs approximately 500 employees on an annual basis, and approximately 80% of the employees are covered by four collective bargaining agencies.

Deliverables. The search firm shall provide the following services:

Candidate Profile. The search firm will prepare a candidate profile to guide the selection process.

- Citizen input may be solicited in the process. This involvement will be determined by Council and may include the use of an advisory committee. The search firm may recommend various avenues for citizen engagement but should detail in their proposed timeline the impact of the different types of involvement. If an advisory committee is utilized, the search firm will be required to facilitate meetings with said committee. In developing the candidate profile, the search firm representative shall make one or more visits to the City and shall conduct individual meetings with City Council members.
- The search firm shall facilitate meetings with the City Council to finalize the candidate profile, which will include, but not limited to, specific experience, specific strengths, and a possible compensation and benefits package.

Recruitment. The search firm shall undertake the necessary actions to recruit the maximum number of candidates who qualify based upon the profile. The search firm shall be required to advertise the position as well as directly solicit candidates.

- If deemed necessary, the search firm may propose to the City Council a targeted application format for the recruitment process.
- The search firm shall be responsible for receiving and compiling all applications.

Screening. The City Council will schedule interviews and the search firm representative shall be available to guide the City Council through the process. This includes offering assessments and recommendations regarding the candidates and the process. The search firm shall:

- Provide the City with application summaries of all candidates, and recommend which candidates are qualified.
- Provide and offer alternative courses of action if it becomes apparent that no qualified candidates can be presented, or that the length of the search will differ considerably from that originally specified.
- Be prepared to recommend a shortlist of candidates, which it believes are the most qualified to successfully serve as City Manager of the City of Port Orange, based upon its understanding of the City's needs and the Council's desires.
- Present a written report on background, strengths, accomplishments, any video interviews, and reference lists on each recommended finalist. The representative shall meet with the City Council to review the recommendation.
- Assist the City in scheduling interviews with the final candidates and such other candidates as the City Council may deem appropriate. The search firm will coordinate any public outreach with the Community. The search firm shall coordinate all travel arrangements for candidates to be interviewed, within the budgetary parameters established by the City. The City shall process candidate reimbursements.
- Facilitate the interview process, including providing suggested questions, candidate evaluation matrix, and coordinating psychological or assessments if desired by the City Council. The search firm shall attend the interview sessions with the candidates selected by the City Council.
- Conduct thorough references and background checks. The background check should include, but not be limited to, verification of educational background, criminal history, financial stability, all media including news and social media, and civil litigation checks.
- Be prepared to assist the City Council and City Attorney with the negotiation of the contract.

Time Frame. The search firm shall provide City Council with a bi-weekly progress report, or more frequently as requested. The City wishes to complete this selection process as expeditiously as possible. The search firm shall provide a realistic but aggressive timeline for the process. The City of Port Orange desires to complete the selection process and have a candidate start in May of 2021.

Submittal Information. Proposals should include the following items:

- A letter of interest to include a summary and concise statement of the proposer's qualifications.
- A table of contents.

- The name, contact information, and resume/qualifications of the lead project representative and any other staff, groups, or companies proposed to be assigned to this project or participate in any manner.
- The location of the office where the work will be performed.
- The number of current Executive Searches the project team is working on in Florida, as well as nationally.
- Five references for similar Executive Searches completed within the last three years, to include a contact name and telephone number, brief description of the process, bid price, and date of completion. Public Sector experience is desired;
- A project schedule, including key milestones, keeping in mind the City's desire to complete the recruitment process as quickly as possible.
- A description of the work plan and process that will occur to address the specific concerns defined in the scope of services. The work plan should detail the facilitation process to be used with the Council and citizen's involvement (if Council chooses) in developing the candidate profile and the strategy for recruitment of an appropriate and diverse candidate pool, and the screening and background process. The search firm should provide an indication of whether they recommend each part of the work plan be on-site or virtually conducted.
- A description of the time, nature, and scope of services that will be required from the City to assist in the project's completion.
- Proposal price to perform the project as outlined in the Scope of Services, as well as the standard billing rates for the staff expected to be assigned to the project.
- Placement guarantee.
- Provide a sample brochure/advertisement/marketing materials of a previous Executive Search your firm has completed for another client.
- All required forms and insurance certificates, as outlined in the request for proposals.

Cost Information. The proposed fee should represent a full-service Executive Management recruitment process including, but not limited to, those detailed in this scope of services. The proposal may include a break down of milestone cost for each step in the work product, but must also include an all-inclusive fee that includes the following as well as any other associated costs:

- Job description and profile development services
- Recruitment services, including development and distribution of recruitment advertisement for local/national search
- All advertisement placements, including online, recruitment brochures, postage, etc.
- Selection services including initial screenings and recommendations, assessments, coordination of the interview, and selection process
- Thorough reference and background checks

The proposal must specifically set forth the firm/consultant's professional fees and anticipated expenses in a "not to exceed" amount.

Search Firm Selection Criteria. Firms will be “short-listed” and ranked by the City Council based on the following criteria:

- Experience and references for the successful recruitment of city managers. (50%)
- The proposed process for the development of the candidate profile and recruitment, including the timeline. (30%)
- Cost (20%)

Proposal Evaluation/Selection. The City Council will evaluate proposals based on the criteria established in this RFP and will be responsible for reviewing and evaluating all proposals submitted. The City Council will establish a “short-list” of proposals they deem to be most advantageous to the City and will interview and rank those firms and/or individuals that were included on the “short-list.” Notwithstanding the above, the City Council reserves the right to conduct all interviews and oral presentations by any or all Proposers. The City Council is not bound to accept the top-ranked proposal. It is the sole authority of the City Council to select the proposal that best fits the intent and desires of the City Council regarding an executive search for the City Manager position.



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 20____, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and _____, a _____ corporation whose principal address is _____ ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. Provision of Services

- (a) The Contractor hereby agrees to provide Executive Management Search Firm Services as outlined in Request for Proposal 21-05, Addenda, if any, and Contractor's proposal ("Services"). This Contract, together with the Request for Proposal 21-05 ("RFP 21-05"), Addenda, and Contractor's proposal, all of which are made a part hereof by reference, shall constitute the formal written contract between the City and Contractor, hereinafter "Contract". For convenience, Section __, Scope of Services of RFP 21-05, Addenda, and the Contractor's response as submitted by Contractor in Contractor's Proposal, are attached hereto as Exhibit "1". A complete copy of RFP 21-05, Addenda, and Contractor's Proposal are available in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida. Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.
- (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 on behalf of the City and shall continue thereafter until a City Manager is selected by the City Council, unless terminated sooner as provided for herein. The City desires to have a new City Manager selected on or before May 31, 2021.

Manner and Place: As outlined in RFP 21-05 and any attachments of exhibits to this Contract whether delivered herewith or subsequently approved as a part thereof, 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, signed by an authorized agent of the City of Port Orange.

Time and Essence: Contractor acknowledges that time is of the essence for performance of the services described herein.

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 Notice to Proceed and a written Purchase Order issued and executed by the City. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

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

3. Contract Administration. The Administrative Services Director, Jamie Miller, shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

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

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

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

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

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

6. Termination for Convenience for Subcontractors. In accordance with the termination for the convenience of the City provision of this contract, the Contractor 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. In the event of default by the contractor, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

8. Examination of Records

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

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

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

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

- (a) Keep and maintain public records required by the City to perform the service.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.

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

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.0701, Florida Statutes.

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

10. Termination for Non-Appropriation of Funds

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

(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, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions. Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

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. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain

provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Contractor or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

Standard Insurance Requirements											
	Insurance	Standards	Additional Requirements								
☒	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit.	<table><tr><td><u>Contract Amount</u></td><td><u>Limits</u></td></tr><tr><td>Up to \$10 million</td><td>Statutory/\$500,000</td></tr><tr><td>\$10 - \$20 million</td><td>Statutory/\$1,000,000</td></tr><tr><td colspan="2">Contracts over \$20 million To Be Determined by the City.</td></tr></table>	<u>Contract Amount</u>	<u>Limits</u>	Up to \$10 million	Statutory/\$500,000	\$10 - \$20 million	Statutory/\$1,000,000	Contracts over \$20 million To Be Determined by the City.		☐ 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.
<u>Contract Amount</u>	<u>Limits</u>										
Up to \$10 million	Statutory/\$500,000										
\$10 - \$20 million	Statutory/\$1,000,000										
Contracts over \$20 million To Be Determined by the City.											
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 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 owned, hired and non-owned automobiles.	Limits: Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
Additional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	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 Agreement 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	
☐	Installation Floater (IT)	Limits: Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	Limits: Coverage - \$1,000,000	
☒	Errors and Omissions	Limits: Coverage - \$1,000,000	
☐	Umbrella Policy	Limits: Coverage - \$ <u>To be determined.</u>	
☐	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$25,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods under \$25,000.00.		

12. A Contract for the purchase of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

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/Guarantees. Contractor guarantees services to be delivered to the City of Port Orange as stated in the Contractor's proposal dated [REDACTED] as previously referenced herein and made part of this Agreement. In the event that the successful candidate, selected by the City Council as a result of the search conducted by the Contractor pursuant to this Agreement, is unable to complete at least twenty-four (24) months as the City Manager of the City of Port Orange, the Contractor shall, at no additional cost to the City, provide its service to find a replacement candidate for City Manager.

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.

(a) 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.

(b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by City.

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

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

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

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

20. Disputes. The City Council, who shall reduce its decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by 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.

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. 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. In the event of a conflict between any attachments or exhibits to this Contract, and this Contract, the language of this Contract shall control.

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

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

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

Copy to: City of Port Orange
Attention: Administrative Services Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5560

Contractor: [REDACTED]
Attention: [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

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

26. Contract Construction

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

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

[Remainder of this page intentionally left blank]

Witnesses:

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.

Printed Name: _____

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 20____, by _____, as _____ of _____, a _____. He or she is ____ personally known or ____ produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald O. 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 _____, 20____, by Donald O. Burnette, as Mayor 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 _____, 20____, 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: