REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

FEBRUARY 16, 2021

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. Rebecca T. Hyvonen of Cross Creek Community Church
2. Pledge of Allegiance
3. Roll Call

B. CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only
5. Agenda Approval
6. Approval of Minutes
    a. February 2, 2021 - Regular City Council Meeting
    b. February 9, 2021 - Special City Council Meeting
7. Bid Awards and Contract Items
    a. Award of ITB #20-16 Ridgewood Ave and Farmbrook Rd Watermain Improvements
    b. Approval of Change Order No. 1 to the Standard Contract for Services CA7258 with Gregory Construction Inc. relating to citywide Stormwater Improvement Project
    c. Approval to waive formal bidding requirements for the repair of two (2) Pumps at the Water Reclamation Facility (WRF) by Power & Pumps, Inc.
    d. Approval and Ratification of the International Union of Police Association (IUPA) 2021-2023 Collective Bargaining Agreement
    e. Ratification of emergency Change Order No.1 relating to the repair of the City Hall Elevator by Premier Elevator Company

f. Ratification of Emergency Change Order to the Standard Contract for Service CA7260 with Danus Utilities

g. Ratification of emergency contract for repairs from Stewart & Stevenson (FDDA)

h. Ratification of an emergency expenditure to Stewart & Stevenson, Power Rental Division

i. Termination of AMI Agreement with Sensus USA, Inc. that is utilized for the water meter reading software in order move to a new software system

8. Resolution No. 21-6 - Budget Appropriation - FY20 Carryover of Open Encumbrances and Project Budgets
9. Resolution No. 21-7 - Budget Transfer of 401 Fund Balance for additional funding necessary for ITB #21-09 - Herbert and Nova Master Lift Station Improvements and Upgrade (SLS004)
10. Resolution No. 21-9 - Approval of Tree Conservation Easement Vacation at Bella Oaks Development
11. Resolution No. 21-10 - Easement Vacation 968 Tall Pine Drive
12. Approval of a License Agreement for 3649 Ridgewood Avenue/EcoTech
13. Approval of Modification #1 of Grant Agreement for Federal Emergency Management Agency for the Virginia Avenue and Monroe Street Drainage and Water Quality Project
14. Approval of Major Special Event Request for Lowes Spring Landscaping Sale/1751 Dunlawton Ave.
15. Approval of Historic Tree Removal Request at 107 Flamingo Drive in Treasure Isle Estates with Conditions

C. ANNUAL MEETING OF CORPORATIONS

16. Port Orange Property Development, Inc. Joint Annual Meeting of the Members, Directors and Design Review Board
17. City Center Corporate Park Property Owner's Association, Inc. Joint Annual Meeting of Members and Directors

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

E. COUNCIL COMMENTS

18. Comments/Concerns from Council Members

F. SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

19. Award ceremony presentation by the Police Department

G. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

20. Citizen Advisory Committee for TPO
21. Golf Advisory Board Report

H. PUBLIC HEARING

22. Second Reading - Ordinance No. 2021-3 - Rezoning Catholic Church of the Epiphany 304, 308, 312, 316, 320, and 324 Fleming Avenue (Case No. 20-60000006)
23. Second Reading - Ordinance No. 2021-4 - Residency Requirements for Administrative Officials
24. First Reading - Ordinance No. 2021-6 - LDC Amendment/Chapters 2, Section 2 and Chapter 8, Article III, Section 9 (Case No. 21-25000001)
25. First Reading - Ordinance No. 2021-7 - First Amendment to the Sunset Cove PUD Master Development Agreement (Case No. 20-40000006)

I. REGULAR AGENDA

26. Award of RFP #21-01 for Solid Waste Collection and Disposal Services
27. First Step Shelter update
28. Authorization to submit the proposed project list for the River to Sea TPO 2021 Transportation Improvement Program Priority List
29. Rules of Procedure ("Local Rules")

J. ADDITIONAL ITEMS

30. City Attorney
31. Interim City Manager

K. COUNCIL COMMITTEE REPORTS

32. City Council Committee Reports
    a. Fire Pension Board
    b. Port Orange/South Daytona Chamber of Commerce
    c. Roundtable of Elected Officials

L. 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 ACCOMODATIONS, 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.

PUBLIC PARTICIPATION INSTRUCTIONS

Due to the Novel Coronavirus Disease 2019 (COVID-19) and Federal, State, County, and the City's Declarations of State of Emergency, and City of Port Orange Executive Order 9, the City of Port Orange will be conducting public meetings using communications media technology until the Local State of Emergency has concluded. Those wishing to provide public comments at meetings are encouraged to join the meeting through electronic means.

The City Council Meeting will be conducted physically in Council Chambers at City Hall, 1000 City Center Circle with an opportunity to participate virtually. Access in Council Chambers will be limited in order to comply with the safety instructions relating to COVID-19.

To view and/or participate in the City Council meeting, which begins at 6:30 p.m., you have the following additional options:

1. **Watch the meeting online, but not participate:**

You may watch the meeting via Spectrum Channel 498 or through the City's YouTube Channel: https://www.youtube.com/channel/UCTYNmc7tZVRrB2NH5-Oj7hg

2. **Watch the meeting online and provide public comment prior to the meeting:**

You may watch the meeting as listed above, and also provide written comments no less than 3 hours prior to the meeting time by emailing City Clerk Robin Fenwick at cityclerk@port-orange.org, regular mail at 1000 City Center Circle, Port Orange, FL 32129, or place it in the Drop Box at the front door of City Hall. Please include your full name, city of residence, and comments by the deadline and your comments will be read into the record. There is also a form located on the City's website at: www.port-orange.org/publiccomments which can be submitted electronically. Time limits will be enforced so written comments must be limited to no more than 3 minutes.

3. **Watch the meeting online and provide public comment during the meeting:**

Request to Speak instructions:

To request to attend virtually and speak during the meeting, you must complete the Request to Speak form prior to the start of the meeting to be placed on a list. You may access the form by visiting www.port-orange.org/publiccomments. You must fill out all required information for the form to be submitted. Forms are due to the City Clerk no later than 24 hours prior to the meeting date/time. Once the form is received, the meeting link and instructions will be provided to you via email.

For additional information or for special assistance prior to the meeting, please contact Robin Fenwick, City Clerk, cityclerk@port-orange.org or (386) 506-5563.

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
FEBRUARY 2, 2021

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

Invocation by Pastor Nathan Buker of Victorious Life Church

Pledge of Allegiance

Roll Call	Present:	Interim Council Member Jonathan Foley Council Member Scott Stiltner Vice Mayor Drew Bastian Mayor Donald Burnette
	Absent:	Council Member Chase Tramont
	Also Present:	Interim City Manager Jamie Miller City Attorney Matthew Jones City Clerk Robin Fenwick

CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only

There were none.

5. Agenda Approval

There were no changes requested by Council.

> Motion to approve the Agenda as presented was made by Vice Mayor Drew Bastian and Seconded by Council Member Jonathan Foley. Motion carried unanimously by voice vote.

6. Approval of Minutes
   a. January 19, 2021 - Regular City Council Meeting
   b. January 21, 2021 - Special City Council Meeting
7. Bid Awards and Contract Items
   a. Intent to Award RFSQ #20-02 to Kimley-Horn and Associates for 20inch Force Main River Crossing Design -
   b. Reassignment of the Standard Contract for Services CA7328 for the repair / upgrade to the Sky Lake Lift Station #74 from Sanders Company to Barney's Pump, Inc.

8. Resolution No. 21-2 - Move Project Funds for Painting Water CP Exterior Plant Rehab from Fund 403 to Fund 401
9. Resolution No. 21-8 - Providing for a Canvassing Board
10. Approval to Submit 2021-2022 VOCA Grant Application

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

CITIZEN PARTICIPATION (Non-Agenda – 20 minutes)

There were none.

COUNCIL COMMENTS

11. Comments/Concerns from Council Members

Council Member Jonathan Foley thanked Parks & Recreation Staff for their work at Riverwalk Park.

Mayor Don Burnette thanked the Port Orange/South Daytona Chamber of Commerce for the Mayor's Breakfast and congratulated our Police Officer and Firefighter of the Year. He asked Jamie Miller, Interim City Manager, for an update on the REC project. Mrs. Miller advised the Staff Development Review Committee (SDRC) Meeting is scheduled for February 3, 2021 and the project is moving forward. Mayor Don Burnette also asked for an update in the next weekly update on the signals along Dunlawton Avenue. He also asked Council to take a few of the Teacher of the Year Proclamations and present them within the next week or so. He also mentioned the walk lights along Dunlawton that are mostly out. He asked Council for a consensus to withdraw the request for funds to cover the tag readers due to the financial constraints facing the State currently. Council agreed.

SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

12. Award ceremony presented by the Police Department

Thomas Grimaldi, Police Chief, presented awards to members of the Police Department, as well as a citizen commendation.

BOARD APPOINTMENTS, INTERVIEWS, REPORTS

13. Parks & Recreation Advisory Board Appointments (x5)

Robin Fenwick, City Clerk, advised that Robert Reinhagen and Karen Caldwell have withdrawn their names from this appointment.

Kat Atwood, citizen, advised Council that she withdrew her name as the current members are working well.

> Motion to nominate the current (5) members to the Parks & Recreation Advisory Board was made by Council Member Scott Stiltner and Seconded by Vice Mayor Drew Bastian. Motion carried unanimously by voice vote.

14. Environmental Advisory Board Report

Kristine Cunningham, Chair, provided an update to Council from their recent meeting.

REGULAR AGENDA

15. Financial Review of Preliminary FY20 Results and Comparison of FY21 1st Quarter to FY20 1st Quarter

Dr. Scott Neils, Finance Director, introduced Linda Truitt, Assistant Finance Director and provided a review of the preliminary FY20 results and comparison of FY21 first quarter to FY20 first quarter.

ADDITIONAL ITEMS

16. City Attorney

There was nothing further.

17. Interim City Manager

Mrs. Miller discussed the Spring Fair event request from Port Orange Community Trust that Staff is reviewing. Council supports the event moving forward in a safe manner but has concerns with the carnival.

COUNCIL COMMITTEE REPORTS

18. City Council Committee Reports

a. General Employees' Pension Board - Council Member Scott Stiltner advised their recent meeting was cancelled by the Plan Administrator.

b. River to Sea TPO - Council Member Scott Stiltner provided details from their recent meeting.

ADJOURNMENT - 7:29 p.m.

_____
Mayor Donald O. Burnette

Attest:

_____
Robin Fenwick, MMC
City Clerk

SPECIAL CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
FEBRUARY 9, 2021

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:	Interim Council Member Jonathan Foley Council Member Chase Tramont Council Member Scott Stiltner Vice Mayor Drew Bastian Mayor Donald Burnette
	Also Present:	Interim City Manager Jamie Miller City Attorney Matthew Jones City Clerk Robin Fenwick

DISCUSSION / ACTION

4. Second Reading - Ordinance No. 2021-5 - Panhandling

Mayor Don Burnette read Ordinance No. 2021-5.

ORDINANCE NO. 2021-5

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; AMENDING CHAPTER 46 OF THE CODE OF ORDINANCES TO CREATE ARTICLE V; PROVIDING FOR FINDINGS AND INTENT; PROVIDING FOR DEFINITIONS; PROVIDING FOR PROHIBITED CONDUCT, PROXIMITY AND LOCATION RESTRICTIONS FOR PANHANDLING, SOLICITATION, OR BEGGING; PROVIDING FOR PENALTIES; REPEALING SECTION 18-122 PROHIBITING BEGGING; REPEALING DIVISION 3 OF CHAPTER 18, ARTICLE VI REGULATING CHARITABLE AND RELIGIOUS SOLICITATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2021-5 was made by Vice Mayor Drew Bastian and Seconded by Council Member Scott Stiltner.

Mayor Don Burnette discussed the specific nature of this ordinance and thanked staff and Michael Kahn, Legal Counsel, for their work.

Matthew Jones, City Attorney, stated Council received a letter from the Volusia/Flagler ACLU representative and asked Mr. Kahn to respond.

Mr. Kahn explained the ordinance targets aggressive panhandling only. It does not stop panhandling in the City of Port Orange. Panhandling will still be allowed in 96.25% of the City. It also does not target or address homelessness in the City of Port Orange.

Council Member Chase Tramont responded to the ACLU letter and again stated this ordinance is not targeting homelessness but rather aggressive panhandling.

Jim Cameron, Robert Reinhagen, and Debbie Parker spoke regarding their support, questions, and concerns on the ordinance.

Motion carried unanimously by roll call vote.

ADJOURNMENT - 6:11 p.m.

_____
Mayor Donald O. Burnette

Attest:

_____
Robin Fenwick, MMC
City Clerk

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 2/16/2021

Consent item: Yes

SUBJECT: (B7a) Award of ITB #20-16 Ridgewood Ave and Farmbrook Rd Watermain Improvements

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve award of ITB #20-16 Ridgewood Ave and Farmbrook Rd Watermain Improvements to 51 Site Services Inc. in the amount of $543,228.56; and to approve a contingency for unforeseen conditions in the amount of $50,000.00 for a total authorized amount of $593,228.61; subject to City Attorney and Interim City Manager review and approval of final contract documents; and authorizing the Mayor and City Clerk to execute all contract documents.

SUMMARY: The City received five bids in response to ITB #20-16, Ridgewood Ave and Farmbrook Rd Watermain Improvements. After review of the bids, 51 Site Services Inc. of Ormond Beach, Fl. was deemed lowest, responsive bid in the amount of $543,228.56. In addition, Staff requests approval of a contingency for unforeseen conditions in the amount of $50,000.00 due to the location and nature of the underground work for an amount not to exceed $593,228.56.

The project involves the replacement of approximately 3,400LF of existing 2" cast-iron pipe with 6' polyvinyl chloride (PVC) piping and all associated fittings, valves, service lines, and fire hydrants. The work is all underground, under the sidewalk on a state road (Ridgewood). There exists a great possibility of many unforeseen/unanticipated conflicts and conditions in this work area. Any additional unforeseen work must be justified and approved in writing by City staff prior to authorization to the contractor.

Work is to be completed 365 days from issuance of written Notice to Proceed.

This project is part of the Utilities Department Capital Improvement Program for aging infrastructure replacement and approved in the FY21budget.

Project No.: WRP 002 Funding Account No.:

Presenter: Lynn Stevens

ATTACHMENTS:

1.	ITB 20-16 EJCDC Agreement	ITB 20-16 EJCDC Agreement.pdf
2.	Department Justification Memo - ITB20-16 Ridgewood Water Main	Department Justification Memo - ITB20-16 Ridgewood Water Main

	Replacement	Replacement.docx
3.	Copy of ITB 20-16 Ridgewood Ave and Farmbrook Rd Watermain Improvements Bid Tabulation Sheet FINAL 12.17.20	Copy of ITB 20-16 Ridgewood Ave and Farmbrook Rd Watermain Improvements Bid Tabulation Sheet FINAL 12.17.20.xlsx
4.	Intent to Award - ITB #20-16 Ridgewood Ave and Farmbrook Rd Watermain Improvements NOTICE of INTENT 1.6.21 51 Site Services	Intent to Award - ITB #20-16 Ridgewood Ave and Farmbrook Rd Watermain Improvements NOTICE of INTENT 1.6.21 51 Site Services.pdf
5.	51 Site Services Inc. FINAL BID and Local Business Affidavit of Eligibilty Form ITB 20 16 RIDGEWOOD AVE FARMBROOK RD WATERMAIN	51 Site Services Inc. Final Bid and Local Business Affidavit of Eligibilty Form ITB 20 16 RIDGEWOOD AVE FARMBROOK RD WATERMAIN.pdf
6.	51 Site Services Vendor App Lease Emp Form WC Affidavit	51 Site Services Vendor App Lease Emp Form WC Affidavit.pdf
7.	COI 51 Site Services Inc. GL 12.13.21 AL 3.13.21 UL 5.8.21 WC 3.23.21	COI 51 Site Services Inc. GL 12.13.21 AL 3.13.21 UL 5.8.21 WC 3.23.21.pdf
8.	51 Site Services Inc. Submittal 12.17.20 ITB 20 16 Ridgewood Ave and Farmbrook Rd Water Main	51 Site Services Inc. Submittal 12.17.20 ITB 20 16 Ridgewood Ave and Farmbrook Rd Water Main.pdf
9.	MEAD HUNT Award Recommendation Ridgewood WM Replacement Award Recommendation	MEAD HUNT Award Recommendation Ridgewood WM Replacement Award Recommendation.pdf

Kynah Cockcroft	Created/Initiated - 1/15/2021
Kynah Cockcroft	Approved - 1/15/2021
Julia Wiggins	Approved - 1/15/2021
Richard Colby	Approved - 1/15/2021
Junos Reed	Approved - 1/18/2021
Steve Parnell	Approved - 1/18/2021
Lynn Stevens	Approved - 1/26/2021
Lupe Reyna-Coffin	Approved - 2/3/2021
Scott Neils	Approved - 2/4/2021
Matthew Jones	Approved - 2/4/2021
Jamie Miller	Approved - 2/4/2021
Robin Fenwick	Final Approval - 2/4/2021

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

THIS AGREEMENT is by and between **City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129** ("Owner") and **51 Site Services, Inc. , 136 North Orchard St., Suite 4, Ormond Beach, FL 32174** ("Contractor").

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

Owner and Contractor hereby agree as follows:

ARTICLE 1 - WORK

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

Watermain improvements between Niver Street and Farmbrook Road on Ridgewood Avenue (US1), which shall include replacement of approximately 3,400 linear feet ("LF") of 2" galvanized pipe or cast iron pipe and all associated fittings, valves, and fire hydrants with 6' polyvinyl chloride ("PVC") piping.

ARTICLE 2 – THE PROJECT

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

ITB 20-16 Ridgewood Watermain Extension Farmbrook to Niver

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by the Project Engineer, Andrew Giannini, P.E. ("Engineer"), and shall act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

B. All time limits for Milestone dates set forth in the Contract Documents are of the essence of the Contract.

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4.02 *Days to Achieve Substantial Completion and Final Completion*

A. Unless as otherwise modified in a Notice to Proceed issued after the Effective Date of the Agreement or an allowable extension of time in accordance with Paragraph 12.02 of the General Conditions, the Work shall be substantially completed within 330 days after the Effective Date of the Agreement.

B. Unless as otherwise modified in a Notice to Proceed issued after the Effective Date of the Agreement or an allowable extension of time in accordance with Paragraph 12.02 of the General Conditions, the Work shall be finally completed in accordance with Paragraph 14.06 of the General Conditions within 365 days after the Effective Date of the Agreement.

C. If a Notice to Proceed is issued more than 60 days from the Effective Date of this Agreement, then the dates for Substantial Completion and the Final Completion shall be extended by the same number of days. (For example, if the Notice to Proceed is issued 63 days after the Effective Date of the Agreement, then the Substantial Completion and Final Completion dates shall be extended by 63 days.)

4.03 *Liquidated Damages*

A. Contractor and Owner agree and recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss that is not readily ascertainable as of the Effective Date of this Agreement if the Work is delayed and not Substantially Completed within the time period specified in Paragraph 4.02 above, plus any allowable extension of time in accordance with Paragraph 12.02 of the General Conditions. Contractor agrees and recognizes that any delay to Substantial Completion shall constitute a material breach. Accordingly, Owner and Contractor agree that as liquidated damages for delay, Contractor shall pay Owner $0.00 for each day that expires after the date the Work is required to be Substantially Completed until the Contractor achieves Substantial Completion with the Work. Contractor and Owner agree and recognize that the liquidated damages set forth herein shall not be treated as a penalty and are just damages that are proportionate to any damages that might reasonably be expected to follow from a delay to Substantial Completion.

B. Owner may withhold Contractor's final payment in order offset the liquidated damages that Contractor owes Owner. Owner may also withhold progress payments if Owner reasonably believes that Contractor's final payment will not sufficiency cover the liquidated damages that Contractor owes Owner.

ARTICLE 5 – CONTRACT PRICE

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

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

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

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

UNIT PRICE WORK

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
	See Attachments				

Total of all Bid Prices (Unit Price Work) $543,228.56

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

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

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Progress Payments*

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

6.02 *Progress Payments; Retainage*

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

B. Owner shall withhold 10 percent of each progress payment as retainage until 50 percent completion. After 50 percent completion, Owner shall reduce retainage to 5 percent of each progress payment. Fifty (50%) percent completion is the point at which Owner has expended 50 percent of the Contract Price, together with all increases in the Contract Price through allowable change orders. However, if Contractor elects to withhold more than 5 percent retainage from a subcontractor(s), it may not request the release of such retained funds from Owner.

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6.03 *Final Payment*

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

ARTICLE 7 – INTEREST

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

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement and in determining the Contract Price, Contractor makes the following representations:

A. Contractor has carefully examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data." Contractor's receipt and study of such reports shall not relieve it of visiting the Site and becoming familiar with and satisfied with the Site conditions that may affect cost, progress, and performance of the Work.

E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

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G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 10, inclusive).

2. Combination Payment and Performance Bond (pages 1 to 3, inclusive).

3. General Conditions (pages 1 to 69, inclusive).

4. Supplementary Conditions (pages 1 to 7, inclusive).

5. Technical Specifications as listed in ITB 20-16 Ridgewood Watermain Improvements Farmbrook Rd. to Niver St. as identified in "Section 3 - Scope of Work" (pages 1 to 240, not attached, on file with Junos Reed, P.E., City Engineering and Construction Manager).

6. Bid Set Drawings as listed in ITB 20-16 Ridgewood Watermain Improvements Farmbrook Rd. to Niver St. as identified in "Attachment A" (pages 1 to 19 inclusive).

7. Addendum No. 1 (pages 1 to 9, inclusive).

8. Exhibits to this Agreement (enumerated as follows):

a. Exhibit No. 1 Contractor's Bid Schedule of Unit Prices (pages 1 to 2, inclusive).

b. Documentation submitted by Contractor prior to Notice of Award (N/A).

1. Affidavit Regarding Workers' Compensation (page 1, inclusive).

2. Leased Employee Affidavit Exhibit (page 1, inclusive).

c. Exhibit No. 2 Contractor's Proposal (pages 1 to 2, inclusive).

d. Composite Exhibit No. 3 City's Invitation to Bid Request No. 20-16 (pages 1 to 408, not attached, on file with City Clerk).

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9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

   a. Notice to Proceed (pages _____ to _____, inclusive).

   b. Work Change Directives.

   c. Change Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

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10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

B. Contractor certifies that in the event a Lien is recorded on the Project by any person or entity providing labor, services, or materials with respect to any portion of the Work, it will immediately transfer such lien to its payment bond or take other appropriate action to immediately remove the encumbrance.

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10.06 *No-Damage-for-Delay*

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

10.07 *No Intended Third-Party Beneficiaries*

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

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

CITY OF PORT ORANGE
Owner

_____

By: Donald O. Burnette

Title: Mayor

Date:_____

_____

Attest: Robin L. Fenwick, MMC

Title: City Clerk

Address for giving notices:
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5500

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51 Site Services, Inc.
Contractor

By: Timothy William Fishel

Title: President

Date:_____

Attest: _____

Title: _____

Address for giving notices:
136 North Orchard Street, Suite 4
Ormond Beach, Florida 32174
Telephone: (386) 872-1050
E-Mail: sarah@51siteservices.com

License No.: CBC1259950

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Payment and Performance Bond

Consisting of 3 Pages

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

PAYMENT AND PERFORMANCE BOND

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

BOND NO. _____

PRINCIPAL:

Developer or Contractor:	51 Site Services, Inc.
Principal Business Address:	136 North Orchard Street Suite 4 Ormond Beach, Florida 32174
Contact Person:	Timothy William Fishel, President
Phone Number:	(386) 872-1050

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: **$543,228.56** **City Project Number: ITB 20-16 Ridgewood Avenue and Farmbrook Watermain Improvements**

Description of Work: Ridgewood Avenue and Farmbrook Watermain Improvements

Project Location: Portions of Ridgewood Avenue Right-of-Ways from approximately Niver Street to Farmbrook Road Port Orange, Florida 32129

Legal Description: Portions of Ridgewood Avenue Right-of-Ways from approximately Niver Street to Farmbrook Road, within City of Port Orange, Volusia County, Florida for all public works identified in ITB 20-16

Front Page

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

[CA7307]
[MTR/sal 2015-02-10]

51 Site Services, Inc.

ITB 20-16 Ridgewood Avenue and Farmbrook Road Watermain Improvements

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, **51 Site Services, 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 **FIVE HUNDRED FORTY-THREE THOUSAND TWO HUNDRED TWENTY-EIGHT AND 56/100 DOLLARS** (**$543,228.56**), 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 EJCDC Contract, having an effective date of _____, entered into by and between the Principal and the City, for Ridgewood Avenue and Farmbrook Road Watermain Improvements, 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 _____, 2021.

Attest:

51 SITE SERVICES, INC.
(Principal)

_____
(As to Corporate Principal) Secretary

By: _____
Timothy William Fishel, President

_____
(Witness to Principal)

(Corporate Seal)

_____
(Surety)

_____
(Witness to Surety)

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

(Corporate Seal)

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

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

General Conditions

Consisting of 69 Pages

Engineers Joint Documents Committee
Design and Construction Related Documents
Instructions and License Agreement

Instructions

Before you use any EJCDC document:

1. Read the License Agreement. You agree to it and are bound by its terms when you use the EJCDC document.

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License Agreement

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The license is effective until terminated. You may terminate it at any time by destroying **EJCDC Design and Construction Related Documents** altogether with all copies, modifications and merged portions in any form. It will also terminate upon conditions set forth elsewhere in this Agreement or if you fail to comply with any term or condition of this Agreement. You agree upon such termination to destroy **EJCDC Design and Construction Related Documents** along with all copies, modifications and merged portions in any form.

Limited Warranty:

EJCDC warrants the CDs and diskettes on which **EJCDC Design and Construction Related Documents** is furnished to be free from defects in materials and

workmanship under normal use for a period of ninety (90) days from the date of delivery to you as evidenced by a copy of your receipt.

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EJCDC's entire liability and your exclusive remedy shall be:

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2. if EJCDC's selling agent is unable to deliver a replacement CD or diskette which is free of defects in materials and workmanship, you may terminate this Agreement by returning EJCDC Document and your money will be refunded.

In no event will EJCDC be liable to you for any damages, including any lost profits, lost savings or other incidental or consequential damages arising out of the use or inability to use **EJCDC Design and Construction Related Documents** even if EJCDC has been advised of the possibility of such damages, or for any claim by any other party.

Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

General:

You may not sublicense, assign, or transfer this license except as expressly provided in this Agreement. Any attempt otherwise to sublicense, assign, or transfer any of the rights, duties, or obligations hereunder is void.

This Agreement shall be governed by the laws of the State of Virginia. Should you have any questions concerning this Agreement, you may contact EJCDC by writing to:

Arthur Schwartz, Esq.
General Counsel
National Society of Professional Engineers
1420 King Street
Alexandria, VA 22314

Phone: (703) 684-2845
Fax: (703) 836-4875
e-mail: aschwartz@nspe.org

You acknowledge that you have read this agreement, understand it and agree to be bound by its terms and conditions. You further agree that it is the complete and exclusive statement of the agreement between us which supersedes any proposal or prior agreement, oral or written, and any other communications between us relating to the subject matter of this agreement.

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by

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ASSOCIATED GENERAL CONTRACTORS OF AMERICA

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A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by

CONSTRUCTION SPECIFICATIONS INSTITUTE

EJCDC C-700 Standard General Conditions of the Construction Contract
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These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*—The form acceptable to Engineer and Owner which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*—The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*—A document recommended by Engineer and/or Owner which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

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12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; (iii) achieve Final Completion; and (iv) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*—See Paragraph 11.01 for definition.

17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed by the last of the two parties.

19. *Engineer*—The individual or entity named as such in the Agreement.

20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *Final Completion* – This shall occur when Contractor, in the opinion of Engineer or Owner, performs and completes all corrective action associated with the Punchlist in addition to any other work required of Contractor under the Contract Documents.

22. *General Requirements*—Sections of Division 1 of the Specifications.

23. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.

24. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

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27. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

29. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

30. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

31. *PCBs*—Polychlorinated biphenyls.

32. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

33. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

34. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

35. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

36. *Punchlist* – The detailed list of incomplete, unsatisfactory or unacceptable, or defective items that Contractor is required to complete to achieve Final Completion that is generated in accordance with Paragraph 14.06 of the General Conditions.

37. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

38. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.

39. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

40. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

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41. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

42. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, samples, product data, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

43. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

44. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

45. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

46. *Substantial Completion*—The time and date at which the Work has progressed to the point where, in the opinion of Engineer, the Work is sufficiently complete, in accordance with the Contract Documents, so that the Work can be occupied and/or utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof. Substantial Completion cannot occur before the Project is issued a Certificate of Occupancy (or Completion, if applicable) by the governing building department that allows Owner to begin to utilize the entire Project for the purposes for which it is intended.

47. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.

48. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.

49. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

50. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

51. *Unit Price Work*—Work to be paid for on the basis of unit prices.

52. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or

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providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

53. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 *Terminology*

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

B. *Intent of Certain Terms or Adjectives:*

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

C. *Day:*

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

D. *Defective:*

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

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

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c. is failing or has been damaged.

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

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

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

2.02 *Copies of Documents*

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

2.03 *Notice to Proceed; Starting the Work*

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

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2.04 *N/A*

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer and Owner for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents, and identifying the Substantial Completion and Final Completion dates;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts / line-items in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

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

1. The Progress Schedule will be acceptable to Engineer and Owner if it provides an orderly progression of the Work to completion within the Contract Times and identifies Contractor's critical path sequence of scheduled activities with the earliest start dates for scheduled activities, the earliest finish date for scheduled activities, the latest start date for scheduled activities, and the latest finish date for scheduled activities. All float in the Progress Schedule shall belong to Owner in order to offset a delay attributable to Owner or its agents. Such

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acceptance will not impose on Engineer or Owner responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer and Owner if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer and Owner as to form and substance if it provides a reasonable allocation of the Contract Price to component parts / line-items of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents (*e.g.*, answering Requests for Information) shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

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3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work*: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements and dimensions. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work*: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04 below.

3. Contractor shall not be liable to Owner for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof or could have discovered the conflict or error by carefully studying and comparing the Contract Documents and checking and verifying pertinent figures therein and all applicable field measurements and dimensions.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

   a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or

   b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

2. In the event there is a discrepancy or conflict in the Drawings and Specifications applicable to a particular detail or assembly of the Work, Contractor must promptly seek clarification from Engineer before proceeding with the Work. Subject to Paragraph 3.03.A.3 above, if Contractor proceeds with the Work without seeking such clarification, Contractor will be bound by the stricter and more expensive detail or assembly. Contractor agrees and recognizes that in agreeing to the Contract Price it has factored in the costs associated with installing the stricter and more expensive detail or assembly.

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3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or

2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting

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from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. *N/A*

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities, staging, or storage of materials and equipment. Contractor shall have the obligation to restore the additional lands to their original condition.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions may identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents and shall under no circumstance relieve Contactor from visiting the Site and becoming familiar with and satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work. Such "technical data" is identified in the Supplementary Conditions. Except for such limited reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

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3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after first becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition within 5 days. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review*: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in Paragraph 4.03.A;

b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03; and

c. Contractor notifies Owner and Engineer of such condition within 5 days after first becoming aware of such condition.

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2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

    a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

    b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

    c. Contractor failed to give the written notice as required by Paragraph 4.03.A within 5 days after first becoming aware of such condition.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

    1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and

    2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

        a. reviewing and checking all such information and data;

        b. locating all Underground Facilities shown or indicated in the Contract Documents;

        c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and

        d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

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B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after first becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer within 5 days. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that (i) they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents or a report listed in the Supplemental Conditions, (ii) Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or location, and (iii) Contractor notifies Owner and Engineer of such condition within 5 days after first becoming aware of such condition. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

B. Contractor shall lay-out and verify all field dimensions and measurements at the Site before proceeding with any portion of the Work.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and

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drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work or identified in a report listed in the Supplemental Conditions. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible or if such condition is caused by the negligence, recklessness, or intentional misconduct of Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing) within 5 days of first becoming aware of the condition. Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that (i) they are attributable to the existence or location of any Hazardous Environmental Condition that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents or a report listed in the Supplemental Conditions, (ii) Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the Hazardous Environmental Conditions, (iii) Contractor did not negligently, recklessly, or intentionally cause the Hazardous Environmental Condition, and (iv) Contractor notifies Owner and Engineer of such condition within 5 days after first becoming aware of such condition. If Owner and Contractor cannot agree as to entitlement

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to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. *N/A*

H. *N/A*

I. *N/A*

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds in accordance with Florida Statute §255.05, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. The obligations, duties, responsibilities, and requirements of Contractor set forth in this Contract shall be incorporated into Contractor's performance bond.

B. All bonds shall be in the form prescribed by the Contract Documents. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond. The performance and payments bonds shall be recorded in the public records in and for Volusia County, Florida. As a courtesy to the Contractor and to expedite recording, the City shall record the bond on behalf of the Contractor and shall cause a copy of the recording information to be provided to the Contractor by the Project Engineer.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in Florida or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed

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or authorized in Florida to issue bonds or insurance policies for the limits and coverages so required.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.

E. *N/A*

F. In the event of any conflict between this Paragraph 5.03 and the specific insurance requirements of Contractor set forth in the Supplemental Conditions, the specific insurance requirements in the Supplemental Conditions govern.

5.04 *Contractor's Insurance*

A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

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a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom;

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle;

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds for ongoing and completed operations, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraph 6.20 below and as otherwise set forth in the Contract;

4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

6. include completed operations coverage:

a. Such insurance shall remain in effect for 10 years after Substantial Completion.

b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment.

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C. Contractor shall be solely responsible for any insurance deductible or self-insured retention.

D. In the event of any conflict between this Paragraph 5.04 and the specific insurance requirements of Contractor set forth in the Supplemental Conditions, the specific insurance requirements in the Supplemental Conditions govern.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). Such policy shall identify both Contractor and Owner as named insureds. Contractor shall solely be responsible for any deductible. This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;

2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, flood, windstorm, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

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7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.

B. *N/A*

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. *N/A*

E. *N/A*

F. Contractor's all-risk property insurance shall not terminate or expire if Owner elects to utilize or occupy any portion or portions of the Project prior to Substantial Completion. Contractor shall obtain an occupancy / use endorsement that allows Owner to utilize or occupy a portion or portions of the Project prior to Substantial Completion (such that if a temporary Certificate of Occupancy or Completion is issued for a portion(s) of the Project, the all-risk property insurance shall remain in full force).

G. In the event of any conflict between this Paragraph 5.06 and the specific insurance requirements of Contractor set forth in the Supplemental Conditions, the specific insurance requirements in the Supplemental Conditions govern.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Contractor as trustee or otherwise payable under any policy so issued.

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B. *N/A*

C. *N/A*

D. In the event of any conflict between this Paragraph 5.07 and the specific insurance requirements of Contractor set forth in the Supplemental Conditions, the specific insurance requirements in the Supplemental Conditions govern.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Contractor and made payable to Contractor as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Contractor shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and, only if applicable, the cost thereof covered by an appropriate Change Order.

B. Contractor as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Contractor's exercise of this power. If such objection be made, Contractor as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Contractor as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

C. Owner, at its sole discretion, may elect to fund the costs associated with any property insurance claim, excluding the deductible, and seek reimbursement from Contractor's policy that identifies both Contractor and Owner as named insureds. If Owner exercises this right, it shall have sole authority to settle and adjust any claim and receive reimbursement under the policy with the proceeds made payable to Owner. Contractor shall have the obligation to cooperate and comply with all terms and provisions of the policy and its failure to do so shall constitute a material breach of the Contract. If Owner does not elect this right, Contractor shall be required to fund the costs associated with any property insurance claim and seek reimbursement under the policy.

D. In the event of any conflict between this Paragraph 5.08 and the specific insurance requirements of Contractor set forth in the Supplemental Conditions, the specific insurance requirements in the Supplemental Conditions govern.

5.09 *Acceptance Insurance; Option to Replace*

A. If Owner has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by the Contractor in accordance with Article 5 and/or the Supplementary Conditions on the basis of non-conformance with the Contract Documents, Owner shall so notify Contractor in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Contractor shall provide Owner such additional information in respect of insurance provided as the Owner may reasonably request. If Contractor does not purchase or maintain all of the insurance required of it by the Contract

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Documents, Owner shall notify Contractor in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage, which shall constitute a material breach of the Contract by Contractor. Without Owner's prejudice to any other right or remedy, Owner may elect to obtain equivalent insurance to protect its interests at the expense of Contractor, and a Change Order shall be issued to adjust the Contract Price accordingly.

B. In the event of any conflict between this Paragraph 5.09 and the specific insurance requirements of Contractor set forth in the Supplemental Conditions, the specific insurance requirements in the Supplemental Conditions govern.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. *N/A*

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. Contractor shall submit a Request for Information to Engineer seeking clarification as to any aspect of the Contract Documents as soon as practical to, among other things, maintain the orderly progress of the Work and avoid any delay to the Work.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent or superintendents, as appropriate, who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

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6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer and Owner for acceptance (to the extent indicated in Paragraph 2.07) proposed monthly adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will be submitted with Contractor's Applications for Payment, as conditions precedent to payment, and will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

3. All proposed Progress Schedules submitted to Engineer and Owner shall identify Contractor's critical path sequence of scheduled activities of the Work as well as earliest start dates for scheduled activities, the earliest finish date for scheduled activities, the latest start date for scheduled activities, and the latest finish date for scheduled activities. All float in the Progress Schedules shall belong to Owner to offset a delay to Contractor's critical path attributable to Owner or its agents.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

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1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

    a. in the exercise of reasonable judgment Engineer determines that:

        1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

        2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and

        3) it has a proven record of performance and availability of responsive service.

    b. Contractor certifies that, if approved and incorporated into the Work:

        1) there will be no increase in cost to the Owner or increase in Contract Times; and

        2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

    a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

    b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

    c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.

    d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

        1) shall certify that the proposed substitute item will:

            a) perform adequately the functions and achieve the results called for by the general design,

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b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,

b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services; and

4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. *Engineer's Cost Reimbursement*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor,

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Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection. Additionally, subject to Paragraph 6.06.B below, Contractor shall provide to Owner within 10 days from the Effective Date of this Agreement a written list of all Subcontractors (or other individuals or entities it plans on engaging to perform a scope of the Work), together with their Certificates of Insurance that must identify Owner as an additional insured. Subcontractors must identify Owner as an additional insured for purposes of ongoing and completed operations.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

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D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor and ensure that they perform the Work in a good and workmanlike manner and pursuant to the Contract Documents.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. *N/A*

C. *N/A*

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

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6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. *N/A*

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

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C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show as-built conditions and changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

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D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

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1. *Shop Drawings:*

    a. Submit number of copies specified in the General Requirements.

    b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

    a. Submit number of Samples specified in the Specifications.

    b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

    a. thoroughly reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

    b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

    c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

    d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop

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Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements regarding payment or otherwise, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

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1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others;

7. any correction of defective Work by Owner; or

8. the achievement of Final Completion (including Contractor's completion of Punchlist items that were deemed satisfactory to Engineer).

6.20 *Indemnification*

A. To the fullest extent permitted by Florida law including Florida Statute §725.06, Contractor shall indemnify and hold harmless Owner (including Owner's officers and employees) from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional misconduct of Contractor and the persons or entities employed or utilized by Contractor in the performance of the Contract. Contractor agrees and understands that the monetary limitation on the extent of its indemnification shall be $1 million per occurrence or the per occurrence limits of its commercial general liability (CGL) insurance, whichever is greater, which bears a reasonable commercial relationship to the Contract and is hereby part of the project specifications and bid documents.

B. To the fullest extent permitted by Florida law, Contractor shall defend Owner (including Owner's officers and employees) from claims, demands, and litigation asserted against Owner to the extent such claims, demands, or litigation are caused by the negligence, recklessness, or intentional misconduct of Contractor and the persons or entities employed or utilized by Contractor in the performance of the Contract.

C. Contractor agrees and understands that its obligation to indemnify, hold harmless, and defend as set forth in Paragraphs 6.20.A and B above includes, without limitation, claims, losses, etc. for

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personal injury, death, property damage, Hazardous Environmental Conditions, infringement of patent rights or copyrights incident to the use or incorporation in the performance of the Work, etc., to the extent caused by the negligence, recklessness, or intentional misconduct of Contractor and the persons or entities employed or utilized by Contractor in the performance of the Contract.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

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2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.

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C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C or as otherwise provided in Florida Statute §218.735.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

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8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. N/A

8.12 *Compliance with Safety Program*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods,

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techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

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9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the clarification or interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing as soon as practical (so as to maintain the orderly progress of the Work and to avoid any delay to the Work) but in no event later than 30 days of the event giving rise to the question.

B. Engineer will, with reasonable promptness, render a written decision on the issue referred or render a written answer with respect to any Request for Information Contractor submits to Engineer seeking clarification as to an aspect of the Contract Documents. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. *N/A*

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

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C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

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1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05 that are then resolved by the parties to the Agreement.

10.04 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

A. *Engineer's Decision Required*: All Claims, except those otherwise waived pursuant to the Contract, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims. Owner, however, may, but is not required to, refer to Engineer its assessment of liquidated damages against Contractor in accordance with Paragraph 4.03 of the Agreement or any claim it has with respect to construction defects discovered after Final Completion.

B. *Notice:* Unless as otherwise set forth herein, written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with detailed, supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event. A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event.

C. *Engineer's Action*: Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant take one of the following actions in writing:

1. deny the Claim in whole or in part;

2. approve the Claim; or

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3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. *N/A*

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

G. All Claims Contractor submits for an adjustment in Contract Time or Contract Price shall be subject to the No-Damage-For-Delay provision in Paragraph 10.06 of the Agreement.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

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3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors) employed for services specifically related to the Work. Attorneys and accountants shall not constitute a Cost of the Work.

5. Supplemental costs including the following:

    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

    c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

    d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

    e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

    f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

    g. The cost of utilities, fuel, and sanitary facilities at the Site.

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h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence, recklessness, or intentional misconduct of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data. Owner shall have the right to inspect and audit Contractor's books and cost records at any time during the course of the Project and for three years after Final Completion. Owner must give Contractor 7 days written notice that it plans on inspecting and auditing Contractor's books and cost records.

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11.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances specifically identified and called for in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances:*

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance:*

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items are estimates and solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price shall be guaranteed and will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

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2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense for supplying additional units or Owner believes that Owner is entitled to a decrease in Contract Price for Contractor supplying fewer units and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01 excluding 11.01.A.1) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C). Contractor shall keep detailed backup supporting its actual costs incurred associated with the adjustment in Contract Price.

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1

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and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires not caused by Contractor or anyone whom Contractor is responsible, floods not caused by Contractor or anyone whom Contractor is responsible, epidemics, abnormal weather conditions not anticipated or customary in Volusia County, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall only be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Contractor must provide Engineer and Engineer an updated Progress Schedule reflecting how the critical path has been impacted as a condition precedent to being entitled to an adjustment in Contract Time.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions not anticipated or customary in Volusia County, acts of God, acts

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or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall only be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Contractor must provide Engineer and Engineer an updated Progress Schedule reflecting how the critical path has been impacted as a condition precedent to being entitled to an adjustment in Contract Time.

D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and

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3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

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13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or

2. correct such defective Work; or

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute

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resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

B. Owner shall not be deemed to have accepted any defective work from Contractor that was not discovered by Engineer or Owner unless the defect was specifically detailed to Owner in writing by Contractor notifying Owner of the defective work and Owner notifies Contractor in writing that it will accept the defective work (whether as-is, by receiving a credit, or receiving other compensation, losses, or damage from Contractor as discussed above in Paragraph 13.08). Contractor recognizes and understands that it shall not be relieved of responsibility or liability with performing defective Work even if such defective work previously passed inspection by any inspector, including, without limitation, an inspector with the governing building department or a threshold inspector.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the

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Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after 7 days written notice to Contractor, correct, or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer and Owner. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments:*

1. Contractor, on the 25th of each month, shall submit to Engineer for review an Application for Payment (in a form approved by Owner) filled out and signed by Contractor covering the Work completed or which will be completed by the end of the month, accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation

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warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor (in a form approved by Owner) certifying that all previous progress payments received on account of the Work have been applied to pay Contractor's Subcontractors and Suppliers and to otherwise discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments is set forth in Paragraph 6.02.B of the Agreement.

B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, indicate in writing a recommendation of payment or nonpayment and present the Application to Owner. If Contractor's Application for Payment is deficient, Owner shall reject the payment request and return it to Contractor within 20 business days after the date on which the payment request is stamped as received indicating in writing the reasons for refusing to recommend payment; Contractor shall make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

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b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

   a. to supervise, direct, or control the Work, or

   b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

   c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

   d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

   e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Neither Engineer's review of Contractor's Work for purposes of recommending payments nor Engineer's recommendation of any payment shall relieve Contractor for any responsibility or liability with defects in the Work.

6. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

   a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

   b. the Contract Price has been reduced by Change Orders;

   c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

   d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. *Payment Becomes Due:*

1. Subject to the provisions of Paragraph 14.02.D and Florida Statute §218.735, Owner shall pay Contractor 25 business days after the date on which the payment request is stamped as received by Engineer.

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D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

   a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

   b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

   c. there are other items entitling Owner to a set-off against the amount recommended; or

   d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any undisputed amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion; provided, however, that Substantial Completion shall not occur until the governing building department issues a Certificate of Occupancy (or Certificate of Completion, if applicable) that allows Owner to utilize the entire Project for the purposes for which it is intended.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

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C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion subject to the Certificate of Occupancy (or Completion).

D. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the Punchlist.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Completion- Punchlist*

A. Within 30 days from Contractor achieving Substantial Completion the following must occur: Contractor shall notify Engineer and Owner in writing that the Project is complete in which case Engineer and Owner will promptly make a final inspection (or inspections, if necessary) with Contractor for the purpose of reviewing and developing a detailed Punchlist of items that are incomplete, unsatisfactory or unacceptable, or defective that Contractor is required to complete. However, if the Contract Price is $10 million or more, the foregoing must occur within 60 days from Contractor achieving Substantial Completion.

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B. The Punchlist shall be provided to Contractor by Engineer and/or Owner no later than 5 days after the punchlist of items has been reviewed and developed in accordance with paragraph 14.06.A above. Contractor shall then have 30 days from its receipt of the Punchlist to perform and complete the corrective work identified therein.

C. Final Completion shall be the date that Engineer or Owner determines that Contractor satisfactorily performed and completed the corrective work identified in the Punchlist in addition to any other work required of Contractor under the Contract Documents.

14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor achieves Final Completion and furnishes all required maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up or as-built record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment inclusive of retainage following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents, including, but not limited to, the evidence that Contractor maintains completed operations coverage for its required commercial general liability (CGL) insurance;

   b. consent of the surety, if any, to final payment;

   c. a list of all Claims against Owner that Contractor believes are unsettled; and

   d. complete and legally effective final releases or waivers (satisfactory to Owner) of all Lien rights or Liens filed in connection with the Work.

3. In lieu of the final releases or waivers of Liens specified in Paragraph 14.07.A.2.d and as approved by Owner, Contractor may furnish an affidavit of Contractor whereby Contractor swears that: (i) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner has paid Contractor through the date of Contractor's final Application for Payment have been paid by Contractor and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner will pay Contractor in the final Application for Payment will represent Contractor's receipt of all payments for the Work except for the specifically enumerated Claims (and Claims not specifically enumerated are deemed released and waived) and that Contractor will promptly pay its Subcontractors and Suppliers upon its receipt of the final payment.

4. The documents and materials that Contractor is required to submit to accompany its Final Application for Payment (as set forth in this Paragraph 14.07) are conditions precedent to final payment.

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B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09 below. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due:*

1. Twenty-five (25) business days after the date on which the Application for Payment is stamped as received by Engineer, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

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ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's repeated disregard of the authority of Engineer;

4. Contractor's violation in any substantial way of any provisions of the Contract Documents;

5. Contractor's failure to timely pay Subcontractors and Suppliers after it receives payment from Owner; or

6. Contractor's failure to obtain or maintain the insurance required of it in the Contract.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) 5 days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such

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unpaid balance, Contractor shall pay the difference to Owner. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within 5 days of the notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon 5 days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. *N/A*; and

4. reasonable expenses directly attributable to termination such as demobilization expenses. Attorneys' fees, accountant fees, and home office overhead expenses shall not be deemed reasonable expenses.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority or (ii) Contractor complies with all conditions precedent to payment and Owner fails for 60 days to pay Contractor the sum Owner undisputedly determined to be due to Contractor, then Contractor may, upon 7 days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such

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suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03. Contractor, however, cannot terminate the Contractdue to any dispute (i) concerning the amount of payment due Contractor or (ii) any amounts Owner is withholding from Contractor.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Contractor complies with all conditions precedent to payment and Owner has failed for 60 days to pay Contractor any sum Owner undisputedly determined to be due to Contractor, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph. Contract, however, cannot stop the Work due to any dispute (i) concerning the amount of payment due Contractor or (ii) any amounts Owner is withholding from Contractor.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Mediation shall be a condition precedent to any dispute between Owner and Contractor relating to the Contract; provided, however, that Owner, in its sole discretion, can waive mediation as a condition precedent to pursue a claim / litigation against Contractor or defend a claim / litigation from Contractor. The party initiating mediation must submit written request to the other party of its desire to mediate and provide the names of suggested mediators. The parties shall work together to mutually agree on a mediator within 30 days from the written request. The parties shall mediate the dispute within 60 days from the written request unless a different date is agreed upon due to the availability of the mediator, the availability of the parties and their counsel, or upon the mutual agreement of the parties. If the parties are unable to agree on a mediator (and the Owner has not elected to waive mediation), the parties, subject to Paragraph 16.01.C below, agree to allow the court to unilaterally select the mediator and any litigation will be stayed pending the outcome of such mediation.

B. *N/A.*

1. *N/A.*

C. Any litigation arising out of or relating to the Contract shall be brought in the exclusive venue of Volusia County, Florida. The prevailing party shall be entitled to all attorneys' fees and court costs at the trial and appellate level. **CONTRACTOR VOLUNTARILY AND KNOWINGLY WAIVES IT RIGHT TO A TRIAL BY JURY**.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

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1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, or an overnight carrier (such as UPS or FedEx) to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state of Florida.

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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Supplemental Conditions

Consisting of 7 Pages

SUPPLEMENTARY CONDITIONS

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These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC C-700 (2007 Edition). All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

SC-4.02 *Subsurface and Physical Conditions*

SC-4.02 Delete Paragraphs 4.02.A and 4.02.B in their entirety and insert the following:

A. No reports of explorations or tests of subsurface conditions at or contiguous to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner.

SC-4.06 *Hazardous Environmental Conditions*

SC-4.06 Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:

A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

B. Not Used.

SC-5.04 *Contractor's Liability Insurance*

SC-5.04 Add the following new paragraph immediately after Paragraph 5.04.B:

C. The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 5.04.A.1 and A.2 of the General Conditions:

a. State:	**Statutory**
b. Applicable Federal (e.g., Longshoreman's):	**Statutory**
c. Employer's Liability:	**$1,000,000.00**

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2. Contractor's General Liability under Paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

a. General Aggregate	**$1,000,000.00**
b. Products - Completed Operations Aggregate	**N/A**
c. Personal and Advertising Injury	**$1,000.000.00**
d. Each Occurrence (Bodily Injury and Property Damage)	**$1,000,000.00**

e. Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable.

f. Excess or Umbrella Liability

☒ General Aggregate	**$1,000,000.00**
☒ Each Occurrence	**$500,000.00**

3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:

SC-5.06 *Property Insurance*

SC-5.06.A. Delete Paragraph 5.06.A in its entirety and insert the following in its place:

A. Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof. Contractor shall be responsible for any deductible or self-insured retention. This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, Engineer, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or loss payee;

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2. **be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by these Supplementary Conditions.**

3. **include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);**

4. **cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;**

5. **allow for partial utilization of the Work by Owner;**

6. **include testing and startup;**

7. **be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued; and**

8. **comply with the requirements of Paragraph 5.06.C of the General Conditions.**

-SC-6.06 *Concerning Subcontractors, Suppliers, and Others*

SC-6.06 Add a new paragraph immediately after Paragraph 6.06.G:

H. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by a particular Subcontractor or Supplier.

SC-12.01 *Change of Contract Price*

SC-12.01.C *Contractor's Fee.* Delete the semicolon at the end of GC 12.01.C.2.c, and add the following language:

, provided, however, that on any subcontracted work the total maximum fee to be paid by Owner under this subparagraph shall be

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no greater than 27 percent of the costs incurred by the Subcontractor who actually performs the work;

SC-17-07 *Public Records Compliance*

SC-17-07 Add the following new paragraph immediately after Paragraph 17.06:

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

(a) Keep and maintain public records required by the City to perform the service.

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

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

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

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

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

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SC-17-08 *Examination of Records*

SC-17-08 Add the following new paragraph immediately after Paragraph 17.07:

A. *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.

SC-17-09 *Sovereign Immunity*

SC-17-09 Add the following new paragraph immediately after Paragraph 17.08:

A. *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

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City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

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Technical Specifications

Consisting of 240 Pages

Not attached, on file with Junos Reed, P.E, City Engineering and Construction Manager

BID Set Drawings

Consisting of 19 Pages

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

"Attachment A" BID SET – Drawings & Specifications

RIDGEWOOD AVENUE AND FARMBROOK ROAD WATERMAIN IMPROVEMENTS

Drawings & Specifications can be found on the City of Port Orange website. See link for attachment of documents: https://www.port-orange.org/bids.aspx
"Attachment A" ITB 20-16 Bid Set - Drawings and Specifications for RIDGEWOOD AVENUE AND FARMBROOK ROAD WATERMAIN IMPROVEMENTS

ITB #20-16

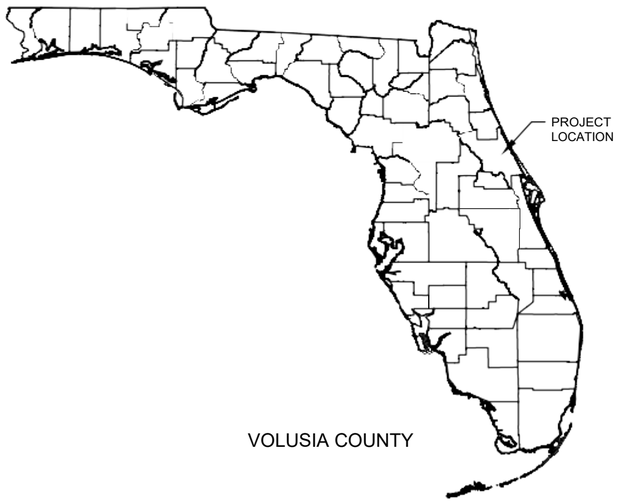
Prepared by: Michael Hall, Buyer
Release Date: November 12, 2020

Bid Due Date & Time: December 17, 2020 @ 2:30 PM

City of Port Orange, Florida
1000 City Center Circle
Port Orange, FL 32129
(386) 506-5740
purchdiv@port-orange.org
www.port-orange.org

RIDGEWOOD WATERMAIN IMPROVEMENTS
FARMBROOK ROAD TO NIVER STREET

CITY OF PORT ORANGE
VOLUSIA COUNTY
CITY ITB 20-16
BID PLANS
AUGUST 2020



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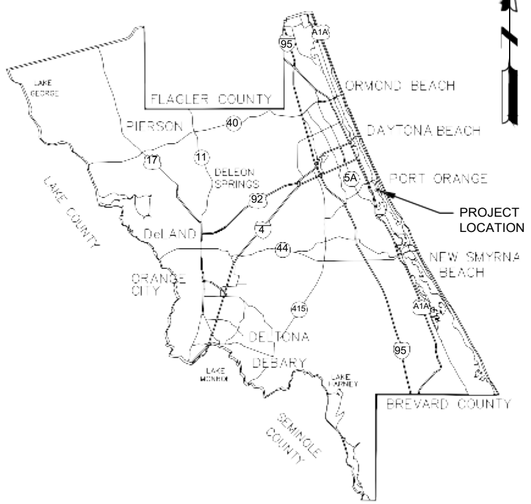
C-802	FDOT TTCP STANDARDS

VICINITY MAP



LOCATION MAP

Mead & Hunt

Mead and Hunt, Inc.
4401 Eastport Parkway
Port Orange, FL 32127
phone: 386-761-6810
meadhunt.com
FL Cert. #26730

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CITY OF PORT ORANGE
RIDGEWOOD WATER MAIN IMPROVEMENTS - FARMBROOK ROAD TO NIVER STREET
PORT ORANGE, FLORIDA

ISSUED
08/03/2020 BID SET PLANS

PROJECT TEAM:

OWNER:

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PORT ORANGE, FL 32129
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CIVIL ENGINEER:

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NOT FOR CONSTRUCTION

M&H NO.:	1000715-182458.01
DATE:	August 3, 2020
DESIGNED BY:	AMG
DRAWN BY:	ADK
CHECKED BY:	MCM

DO NOT SCALE DRAWINGS

SHEET CONTENTS
COVER SHEET

SHEET NO.
G-001

811 Know what's below. Call before you dig.

\\CORP.MEADHUNT.COM\SHAREDFOLDERS\ENTP\1000715\182458.01\TECH\CAD\DRAWINGS\1000715-182458.01 G-001 CS.DWG
8/4/2020 11:38:41 AM

A

ABD.	ABANDON OR ABANDONED
AC.	ACRE
A/C	AIR CONDITIONING
ACCMP	ASPHALT COATED CORRUGATED METAL PIPE
ACP	ASBESTOS CEMENT PIPE
AFF	ABOVE FINISHED FLOOR
AFG	ABOVE FINISHED GRADE
AHD	AHEAD
AIR	AIR
AL	ALUMINUM
ALT.	ALTERNATE
APPROX.	APPROXIMATE
ARCH.	ARCHITECTURE
ARV	AIR RELEASE VALVE
ARVV	AIR RELEASE VACUUM VALVE
ASPH.	ASPHALT
ASSY.	ASSEMBLY
AVE.	AVENUE
AUTO	AUTOMATIC

B

BCV	BALL CHECK VALVE
BF	BLIND FLANGE
BFV	BUTTERFLY VALVE
BK.	BACK
BL	BASE LINE
BLDG.	BUILDING
BLK	BLOCK
BM	BENCH MARK
BOC	BACK OF CURB
BOT.	BOTTOM
BRG.	BEARING
BT	BACTERIOLOGICAL TEST LOCATION
BV	BALL VALVE
BWW	BACKWASH WATER

C

CATV	CABLE TELEVISION
C.B.	CATCH BASIN
CFM	CUBIC FEET PER MINUTE
CFS	CUBIC FEET PER SECOND
C & G	CURB AND GUTTER
CIP	CAST IRON PIPE
CIR.	CIRCUIT
CISP	CAST-IRON SOIL PIPE
C.J.	CONSTRUCTION JOINT
℄	CENTER LINE
CL.	CLASS
C.L.F.	CHAIN LINK FENCE
CLR.	CLEAR/CLEARANCE
CMP	CORRUGATED METAL PIPE
CMPA	CORRUGATED METAL PIPE ARCH
C.M.U.	CONCRETE MASONRY UNIT
CND.	CONDUIT
C.O.	CLEANOUT
CO	COMPANY
COL.	COLUMN
CONC.	CONCRETE
CONN.	CONNECTION
CONST.	CONSTRUCT/CONSTRUCTION
CONT.	CONTINUOUS
COORD.	COORDINATE
COR.	CORNER
CPLG.	COUPLING
CPVC	CHLORINATED POLYVINYL CHLORIDE
CS	CHLORINE SOLUTION
CTR.	CENTER
CULV	CULVERT
CY	CUBIC YARD
CYL.	CYLINDER
CU.FT.	CUBIC FEET
CU.IN.	CUBIC INCHES
CV	CHECK VALVE

D

D	DEGREE OF CURVATURE
DBL.	DOUBLE
DET.	DETAIL
D.F.	DRINKING FOUNTAIN
D.F.	DIESEL FUEL
D.I.	DUCTILE IRON/DROP INLET
DIA.	DIAMETER
DIAG.	DIAGONAL
DIFF.	DIFFUSER
DIM.	DIMENSION
DIP	DUCTILE IRON PIPE
DISCH.	DISCHARGE
DR.	DRIVE
DRN.	DRAIN
DWG.	DRAWING
DWL	DESIGN WATER LEVEL
DWV	DRAIN, WASTE AND VENT
D/W	DRIVEWAY

E

E	EAST
EA.	EACH
ECC.	ECCENTRIC
EF	EACH FACE
EFF.	EFFLUENT
EL	EASEMENT LINE
EL.	ELEVATION
ELEC.	ELECTRIC/ELECTRICAL
ELP.	ELLIPTICAL
ENC.	ENCASEMENT
ENGR.	ENGINEER
EOP	EDGE OF PAVEMENT
EQUIP.	EQUIPMENT
ESMT.	EASEMENT
EST.	ESTIMATE/ESTIMATED
E.W.	EACH WAY
EX	EXISTING
EXP.	EXPANSION
EXT.	EXTERIOR/EXTENSION

F

FAB.	FABRICATE
FAC	FLANGED ADAPTER COUPLING
F.C.V.	FLOW CONTROL VALVE
F.D.	FLOOR DRAIN
FE	FILTERED EFFLUENT
F.F.	FINISHED FLOOR
F.G.	FINISHED GRADE
F.H.	FIRE HYDRANT
FIG.	FIGURE
FIN.	FINISH
F.L.	FLOW LINE
FL.	FLOOR/FLOOR LINE
FLG.	FLANGE
F.M.	FORCE MAIN
FRP	FIBERGLASS REINFORCED PLASTIC
FS	FLOOR STAND
FT.	FEET/FOOT
FTG.	FOOTING
FUT.	FUTURE
FV	FOOT VALVE

G

GA.	GAUGE
GAL.	GALLON
GALV.	GALVANIZED
GAS	GAS MAIN
G.E.J.	GROOVED END JOINT
GND.	GROUND
GPD	GALLONS PER DAY
GPM	GALLONS PER MINUTE
GR.	GRADE
G.S.	GALVANIZED STEEL

G

G.S.	GALVANIZED STEEL
GSP.	GALVANIZED STEEL PIPE
GSR.	GROUND STORAGE RESERVOIR
GV	GATE VALVE

H

HB	HOSE BIBB
H.D.	HEAVY DUTY
HOA	HAND/OFF/AUTO
HORIZ.	HORIZONTAL
HP	HORSEPOWER
HR.	HOUR
HT.	HEIGHT
HVAC	HEATING, VENTILATION & AIR COND
H.W.L.	HIGH WATER LEVEL
HWY	HIGHWAY
HYDR.	HYDRAULIC

I

ID	INSIDE DIAMETER
IN.	INCHES
INF.	INFLUENT
INT.	INTERSECTION
INV	INVERT
IP	IRON PIPE
IRR.	IRRIGATION

J

J.B.	JUNCTION BOX
JT	JOINT

L

LAB	LABORATORY
LAT.	LATERAL
LAV.	LAVATORY
LB.	POUND
L.F.	LINEAR FEET
LP.	LIGHT POLE
L.S.	LIFT STATION
LT.	LEFT
LVR.	LOUVER
L.W.L.	LOW WATER LEVEL

M

MATL.	MATERIAL
MAX.	MAXIMUM
M.B.	MACHINE BOLT
MCC	MOTOR CONTROL CENTER
M.E.	MITERED END
MECH.	MECHANICAL
MFR.	MANUFACTURER
MGD	MILLION GALLONS PER DAY
M.H.	MANHOLE
MIN.	MINIMUM
MISC.	MISCELLANEOUS
M.J.	MECHANICAL JOINT
MOD.	MODIFY/MODIFIED
MON.	MONUMENT
M.W.	MANWAY
M.W.L.	MEAN WATER LEVEL
M.G.	MILLION GALLON
MTD.	MOUNT

N

N	NORTH
N/A	NOT APPLICABLE
N & C	NAIL AND CAP
N.C.	NORMALLY CLOSED
NE	NORTHEAST
NG.	NATURAL GROUND
NIC	NOT IN CONTRACT
NO.	NUMBER
N.O.	NORMALLY OPEN
NOM.	NOMINAL
NPT	NATIONAL PIPE THREAD
NPW	NON-POTABLE WATER
N.R.S.	NON-RISING STEM
N.S.	NEAR SIDE
N.T.S.	NOT TO SCALE
NW	NORTHWEST
NY.	NYLON TUBING

0

O.C.	ON CENTER
O.D.	OUTSIDE DIAMETER
O.D.P.	OPEN DRIP PROOF
O/E	OR EQUAL
O.F.	OUTSIDE FACE
O.H.	OVERHEAD
OPP.	OPPOSITE
OPT.	OPTIONAL
O.S.Y.	OUTSIDE SCREW AND YOKE

P

PAV'T	PAVEMENT
PC	POINT OF CURVATURE
P.C.M.	PERMANENT CONTROL MONUMENT
PE	POLYETHYLENE
P.E.	PLAIN END
P.E.J.M.	PREMOLDED EXPANSION JOINT MATERIAL
PEP	POLYETHYLENE PIPE
PF	POLYMER FEED
P.G.	PRESSURE GAUGE
PI	POINT OF INTERSECTION
PL	PROPERTY LINE
PL.	PLATE
PLAS.	PLASTIC/PLASTER
POLY.	POLYETHYLENE-LINED DUCTILE IRON
POB	POINT OF BEGINNING
P.O.J.	PUSH ON JOINT
P.P.	POWER POLE
PPD	POUNDS PER DAY
PP	POLYPROPYLENE
PPM	PARTS PER MILLION
PRESS.	PRESSURE
PROP.	PROPOSED
PRT	PRESSURE TREATED
P.R.V.	PRESSURE REDUCING VALVE
P.S.	PUMP STATION
P.S.F.	POUNDS PER SQUARE FOOT
PSI	POUNDS PER SQUARE INCH
PSIG	POUNDS PER SQUARE INCH GAUGE
PSIA	POUNDS PER SQUARE INCH ABSOLUTE
PT	POINT OF TANGENCY
P.V.	PLUG VALVE
PVC	POLYVINYL CHLORIDE - PIPE
PVMT.	PAVEMENT
PW	POTABLE WATER
PWL	PEAK WATER LEVEL
PWR.	POWER

Q

Q	FLOW RATE

R

R	RADIUS
RAS	RETURN ACTIVATED SLUDGE
RBR.	RUBBER HOSE
R.C.	REINFORCED CONCRETE
R.C. BOX	REINFORCED CONCRETE BOX
RCP	REINFORCED CONCRETE PIPE
RCPA	REINFORCED CONCRETE PIPE ARCH
RD.	ROAD
R.DRN.	ROOF DRAIN

R

RED.	REDUCER
REBAR	REINFORCING STEEL
REF.	REFERENCE
REINF.	REINFORCE/REINFORCED
RPMP	REINFORCED PLASTIC MORTAR PIPE
REM.	REMOVE/REMOVABLE
REQD.	REQUIRED
R. DRN	ROOF DRAIN
RIV.	RIVETED
R.J.	RESTRAINED JOINT
RM.	ROOM
RND.	ROUND
RPM	REVOLUTIONS PER MINUTE
R.R.	RAILROAD
R.S.	RESILIENT SEAT (VALVE)
RT.	RIGHT
R.V.	RELIEF VALVE
R/W	RIGHT OF WAY
R.W.L.	RAW WATER LINE

S

S	SOUTH
SAN	SANITARY SEWER
SC	SCUM
S=	SLOPE (FT/FT)
SAN.	SANITARY
SCHED.	SCHEDULE
SE	SOUTHEAST
SE	SECONDARY EFFLUENT
SER	SECONDARY EFFLUENT RETURN
SECT	SECTION
SF	SQUARE FOOT
SGL	SINGLE
SHLD.	SHOULDER
SHT.	SHEET/SHEETING
SIG.	SIGNAL
SIM.	SIMILAR
SLV.	SLEEVE
S.M.	SHEET METAL
SOF.	SOFFIT
SOL	SOLUTION
SOL.V.	SOLENOID VALVE
SP.	SPACE
SPCG.	SPACING
SPEC.	SPECIFICATION
SPRT.	SUPPORT
SQ	SQUARE
S.S.	SANITARY SEWER
S.STL.	STAINLESS STEEL
ST.	STREET
STA.	STATION
STD.	STANDARD
STK.	STAKE
STL.	STEEL
STL P	STEEL PIPE
STR.	STRAIGHT
STRUCT.	STRUCTURAL
ST.S.	STORM SEWER
SURF.	SURFACE
SVC.	SERVICE
SW	SOUTHWEST
SYM.	SYMMETRICAL

T

TAN.	TANGENT
T & B	TOP & BOTTOM
T/B	TOP OF BEAM
T.B.M.	TEMPORARY BENCH MARK
T.E.	TOTALLY ENCLOSED
T.E.F.C.	TOTALLY ENCLOSED, FAN COOLED
TEL.	TELEPHONE
TEMP.	TEMPORARY/TEMPERATURE
T.E.N.V.	TOTALLY ENCLOSED, NON-VENTILATED
THD.	THREAD/THREADED
THK.	THICK
TN.O.	TURNOUT
T.O.	TOP OF
T.O.B.	TOP OF BANK
T.O.C.	TOP OF CURB
T.O.S.	TOP OF SLAB
TOT.	TOTAL
T/P	TOP OF PIPE
T.P.	TELEPHONE POLE
TR.	TREAD OF STAIR
T.R.A.	TIE ROD ASSEMBLY
TRANS.	TRANSFER
T.S.	TUBE STEEL
T.V.	TELEVISION
TYP.	TYPICAL

U

U.D.	UNDERDRAIN
U.G.	UNDERGROUND
U.G.P.	UNDERGROUND POWER
ULT.	ULTIMATE
U.O.N.	UNLESS OTHERWISE NOTED
U.P.	UTILITY POLE
U.T.C.	UNDERGROUND TELEPHONE CABLE
UTIL.	UTILITY
UN.	UNION

V

VAC.	VACUUM
VAR.	VARIES
VB	VALVE BOX
V.C.	VERTICAL CURVE
VCP	VITRIFIED CLAY PIPE
VEL.	VELOCITY
VERT.	VERTICAL
VFD	VARIABLE FREQUENCY DRIVE
VFC	VERTICAL POINT OF CURVATURE
VOL.	VOLUME
VTR	VENT THROUGH ROOF

W

W	WEST
W/	WITH (COMBINED FORM)
WAS	WASTE ACTIVATED SLUDGE
W.C.	WATER CLOSET (TOILET)
W.C.O.	WALL CLEANOUT
W.F.	WIDE FLANGE
W.G.	WATER GAUGE
W.H.C.	WELDED HALF COUPLING
W.L.	WATER LINE
WM	WATER MAIN
W/O	WITHOUT
W.P	WATER PROOF
WP-1	WEATHER PROTECTED-1
W.S.	WATER SURFACE
W.S.EL.	WATER SURFACE ELEVATION
WSP	WELDED STEEL PIPE
WT.	WEIGHT
WTP	WATER TREATMENT PLANT
W.W.F.	WELDED WIRE FABRIC
W.W.M.	WELDED WIRE MESH
WWTP	

Y

YD(S)	YARD(S)
YH	YARD HYDRANT
YR.	YEAR

SITEPLANSLEGEND

WATER MAIN, SERVICE, METER, VALVES, & FH

SAN. SEWER, MH, LATERAL & LATERAL WITH CLEANOUT

FORCE MAIN WITH VALVE SYMBOLS

STORM DRAINAGE WITH CATCH BASIN & MANHOLE

PAVED SHOULDER

ROADWAY PAVEMENT

CURB

DROP GUTTER

CURB & GUTTER

UNPAVED ROAD

UNPAVED DRIVE
UNPAVED PARKING

TRAIL

CONCRETE SIDEWALK

FENCE

WALL

BUILDING OR STRUCTURE - ROOF EDGE

RAILROAD

GUARDRAIL

HEADWALL

SLAB - UTILITY PAD RAISED CONCRETE

POOL

SINGLE BUSH

BRUSH - SHRUBBERY

SINGLE TREE

TREE CANOPY

PALM TREE

DRAINAGE DITCH EDGE OF WATER

DETAIL SECTION

WALL SECTIONS

BUILDING SECTION

STREAM OR CREEK

APPARENT MARSH OR WETLANDS

CHANGE OF PAVEMENT

PAINTLINES

CATCH BASIN

CURB INLET

DROP INLET

WOOD DECKS & DOCKS

BREAKLINE

SPOT ELEVATION

DTM SPOT ELEVATION

FIELD SURVEY GROUND ELEVATION

INDEX CONTOUR WITH LABEL

INTERMEDIATE CONTOUR WITH LABEL

ESTIMATED CONTOUR

DEPRESSION CONTOUR

UNDER CONSTRUCTION

DRAINAGE PIPE WITH CULVERT

STEEL COVER

MANHOLE - ELECTRIC

MANHOLE - TELEPHONE

MANHOLE - NO IDENTIFICATION

MANHOLE - STORM SEWER

MANHOLE - SANITARY SEWER

UTILITY POLE

SUPPORT POLE

LIGHT POLE

TRAFFIC LIGHT SUPPORT POLE

LIGHT POST

STREET LIGHT METER

TRAFFIC SIGNAL METER

ELECTRICAL SERVICE

HANDHOLE

ELECTRICAL TRANSFORMER

ELECTRICAL VAULT

ELECTRICAL METER

TRAFFIC CONTROL BOX

ELECTRICAL RISER

ELECTRIC GATE

AIR CONDITIONER

GROUND LIGHT

SIGN

POST

POST

FLAG POLE

MAIL BOX

ANCHOR, GUY

OVERHANG

MINOR BUILDING, SHED

HORIZONTAL CONTROL POINT

HORIZONTAL CONTROL POINT

VERTICAL CONTROL POINT

HORIZONTAL & VERTICAL CONTROL POINT

ROCK & BOULDERS PILES

SMALL TANKS

RAILROAD SWITCH

BUILDINGS UNDER CONSTRUCTION

RUINS

ABOVE GROUND PIPE

RISER TYPE UNKNOWN

VERTICAL PIPE

VALVE - TYPE UNKNOWN

FIRE HYDRANT

WATER VALVE

WATER METER

SPRINKLER CONTROL VALVE

STANDPIPE

POST INDICATOR VALVE

SEWER VALVE

CLEAN OUT

NATURAL GAS VALVE

NATURAL GAS METER

UNDERGROUND GAS MARKER

FUEL VALVE

FUEL FILLER CAP

MONITOR WELL

VENT PIPE

TELEPHONE BOOTH

TELEPHONE PULL BOX

UNDERGROUND TELEPHONE MARKER

TELEPHONE RISER

CABLE TV RISER

RECLAIMED WATER VALVE

SURVEY MONUMENT - IRON REBAR

SURVEY MONUMENT - CONCRETE POST

FIELD SURVEY - RIGHT OF WAY LINE

PIPINGLEGEND

NOTE:
ALL MECHANICAL JOINT PIPING IN THIS PROJECT SHALL BE INSTALLED WITH "MEGA-LUG" TYPE JOINT RESTRAINT AT ALL PIPE JOINTS AND FITTINGS.

FLANGED

EXISTING PIPE

MECHANICAL JOINT

PROPOSED PIPE

FLANGED JOINT

MECHANICAL JOINT

WELDED JOINT

GROOVED END JOINT

BELL & SPIGOT JOINT

HUB & SPIGOT JOINT (RUBBER GASKET)

BALL JOINT

FLANGED ADAPTER COUPLING

GROOVED ADAPTER FLANGE

"DRESSER" COUPLING

"DRESSER" COUPLING WITH THRUST TIES

ELBOW UP (FLANGED)

ELBOW DOWN (FLANGED)

TEE UP (FLANGED)

TEE DOWN (FLANGED)

45° BEND UP (FLANGED)

45° BEND DOWN (FLANGED)

CONCENTRIC REDUCER (FLANGED)

ECCENTRIC REDUCER (FLANGED)

UNION

VALVE SYMBOLS

EXISTING		PROPOSED
	PINCH	
	GATE	FL. M.J.
	BUTTERFLY	FL. M.J.
	PLUG	FL. M.J.
	CHECK	FL. M.J.
	IN-LINE PRESSURE RELIEF	
	NEEDLE	
	DIAPHRAGM	
	SOLENOID	
	BALL	
	CONTROL	

FCV = FLOW CONTROL
PRV = PRESSURE REDUCING
PSV = PRESSURE SUSTAINING

FLANGED JOINT

M = ELECTRIC MOTOR
P = PNEUMATIC MOTOR
H = HYDRAULIC MOTOR

VALVE SYMBOL

MECHANICAL JOINT

Mead & Hunt

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4401 Eastport Parkway
Port Orange, FL 32127
phone: 386-761-6810
meadhunt.com

FL Cert. #26730

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CITY OF PORT ORANGE
RIDGEWOOD WATER MAIN IMPROVEMENTS - FARMBROOK
ROAD TO NIVER
PORT ORANGE, FLORIDA

ISSUED
08/03/2020 BID SET PLANS

NOT FOR CONSTRUCTION

M&H NO.:	1000715-182458.01
DATE:	August 3, 2020
DESIGNED BY:	AMG
DRAWN BY:	ADK
CHECKED BY:	MCM

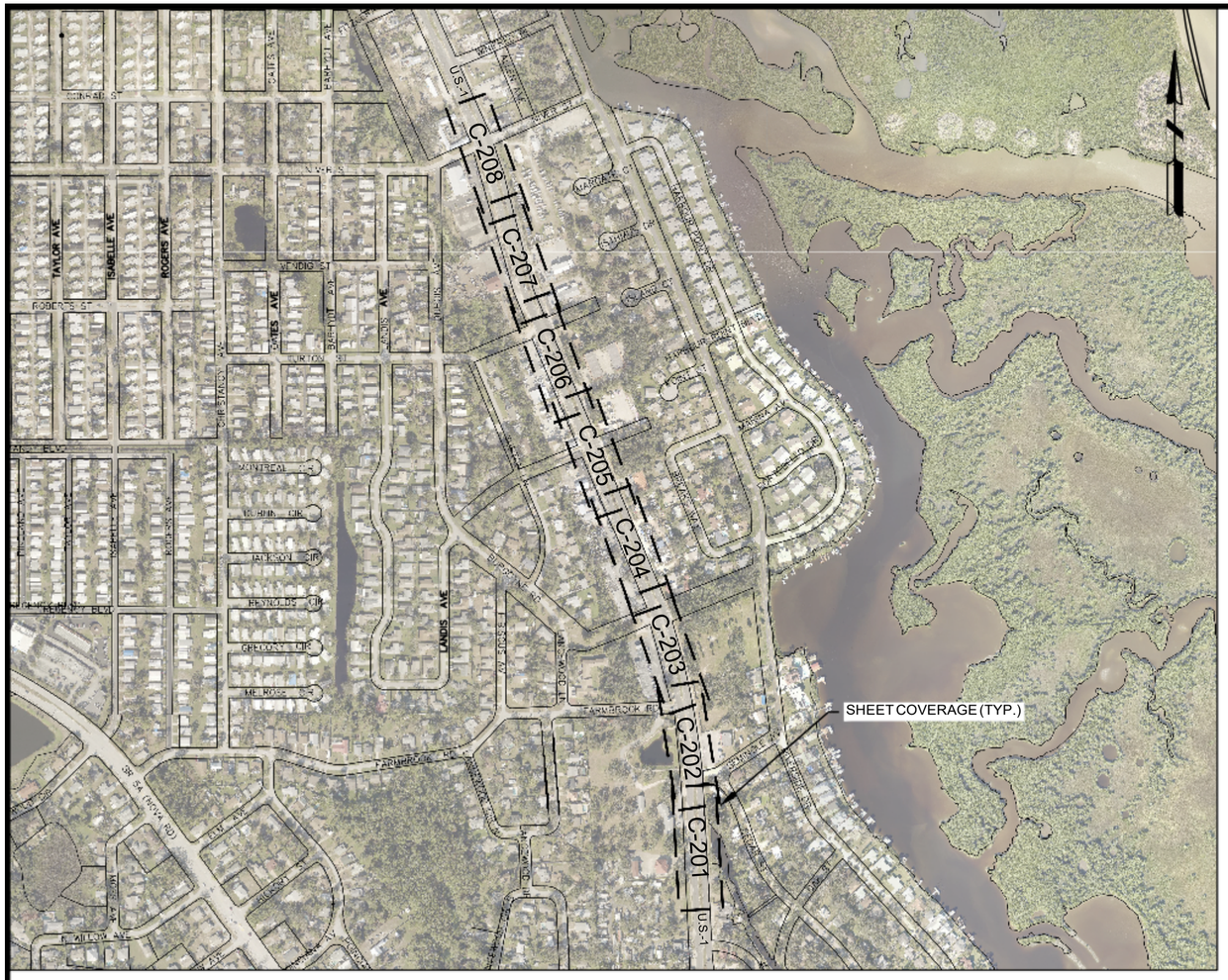
DO NOT SCALE DRAWINGS

SHEET CONTENTS

LEGENDS & ABBREVIATIONS

SHEET NO.

G-002



KEY MAP

THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE A REVIEW OF THE SITE TO DETERMINE EXISTING CONDITIONS. ANYTHING NOT SHOWN ON THESE DRAWINGS SHOULD BE BROUGHT TO THE ATTENTION OF THE ENGINEER AND SHALL NOT CONSTITUTE A BASIS FOR ADDITIONAL COSTS UNLESS APPROVED BY THE ENGINEER. THE CONTRACTOR SHALL VERIFY THE LOCATIONS, ELEVATIONS AND OTHER FEATURES AFFECTING HIS WORK.

	UTILITY INFORMATION PROVIDED TO OR COLLECTED BY MEAD & HUNT DURING DESIGN								
UTILITY TYPE	UTILITY COMPANY	CONTACT	PHONE	E-MAIL	PRELIMINARY PLANS PROVIDED TO UTILITY (DATE)	INFORMATION QUALITY LEVEL AND DATE RECEIVED				FINAL PLANS PROVIDED TO UTILITY (DATE)
						LEVEL A/4	LEVEL B/3	LEVEL C/2	LEVEL D/1	
WATER	CITY OF PORT ORANGE	JUNOS REED	(386) 506-5662	jureed@port-orange.org	02/12/20					
WASTEWATER	CITY OF PORT ORANGE	JUNOS REED	(386) 506-5662	jureed@port-orange.org	02/12/20					
ELECTRIC DISTRIBUTION	FPL	NICHOLAS MINNO	(386)322-3418	Nicholas.Minno@fpl.com	02/12/20				06/30/20	
ELECTRIC TRANSMISSION	FPL	RALPH DIAZ	(561)904-3617	Ralph.Diaz@fpl.com	02/12/20				02/17/20	
PHONE	AT&T FLORIDA	KIRBY SPENCER	(386) 257-7930	KS2488@att.com	02/12/20					
TV CABLE	SPECTRUM / BH NETWORKS	RICHARD STRADER	(386) 872-6953	Richard.Strader@charter.com	02/12/20				06/24/20	
GAS	TECO GAS	BRUCE A. STOUT	(904) 545-8958	bstout@tecoenergy.com	02/12/20				06/25/20	
SIGNALIZATION	N/A									
F.O. CABLE	CENTURY LINK	XAN MARIE RYPKEMA	(720) 888-1089	nationalrelo@centurylink.com	02/12/20				06/25/20	

SURVEY PERFORMED BY SLICER & ASSOCIATES, INC.
2981 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5085
LICENSED BUSINESS CERTIFICATION NUMBER 3019

TYPE OF SURVEY	SURVEY DATE	JOB NUMBER
SPECIFIC PURPOSE:	05-31-2016	16-0289

SURVEYOR ABBREVIATIONS AND LEGENDS

W/	WITH	TC	TOP COVER	CONC	CONCRETE	RES	RESIDENCE	RC	IRON ROD & CAP
CM	CONCRETE MONUMENT	WV	WATER VALVE	D	CENTRAL ANGLE	ILLEG.	ILLEGIBLE	—FC—	BURIED FIBER OPTIC CABLE	PC	IRON PIPE & CAP
TOB	TOP OF BANK	TBB	TRAFFIC SIGNAL BOX	R	RADIUS	INV	INVERT	—T—	BURIED TELEPHONE LINE	MES	MITERED END SECTION
TOE	TOE OF SLOPE	FH	FIRE HYDRANT	L	ARC LENGTH	SEC	SECTION	—W—	BURIED WATER LINE	RCP	REINFORCED CONCRETE PIPE
CLS	CENTERLINE OF SWALE	WM	WATER METER	CB	CHORD BEARING	TWP	TOWNSHIP	—E—	BURIED ELECTRIC LINE	CMP	CORRUGATED METAL PIPE
STA	STATION	LP	LIGHT POLE	CH	CHORD DISTANCE	RGE	RANGE	—G—	BURIED GAS LINE	MH	MANHOLE
CO	CLEANOUT	IV	IRRIGATION VALVE	FP&L CO	FLORIDA POWER & LIGHT COMPANY	R/W	RIGHT OF WAY	—TV—	BURIED TELEVISION LINE	MB	MAP BOOK
SAN	SANITARY	GA	GUY ANCHOR			EL	ELEVATION	—FM—	BURIED FORCE MAIN	IP	IRON PIPE
ES	ELECTRIC SERVICE	CPP	CORRUGATED PLASTIC PIPE	NGVD	NATIONAL GEODETIC VERTICAL DATUM	(D)	DEEDED DIMENSION	—OH—	AERIAL UTILITY LINE	ORB	OFFICIAL RECORDS BOOK
HDPE	HIGH DENSITY POLYETHYLENE PIPE	DIP	DUCTILE IRON PIPE	USC & GS	UNITED STATES COAST AND GEODETIC SURVEY	(M)	MEASURED DIMENSION	(NR)	NON RADIAL	PLAT	PLATTED DIMENSION	PG	PAGE
VCP	VITREOUS CLAY PIPE	PVC	POLYVINYL CHLORIDE			(R)	RADIAL	(P)	PLAT DIMENSION	ID	IDENTIFICATION
CV	CHECK VALVE	DW	DRIVEWAY	℄	CENTERLINE	(C)	CALCULATED DIMENSION	(TYP)	TYPICAL		
						N&D RM	NAIL AND DISK REBAR MARKER	FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION	REC	RECOVERED

LEGEND

●	IRON ROD WITH CAP	ELEC BOX	ELECTRIC BOX	SB	SUGARBERRY TREE
○	IRON ROD	CATV	CABLE TELEVISION BOX	CL	CEDAR TREE
●	IRON PIPE WITH CAP	MB	MAIL BOX	EM	ELM TREE
○	IRON PIPE	LP	LIGHT POLE	GT	CITRUS TREE
⊙	FD "X"/CUT IN CONCRETE	UP	UTILITY POLE	MP	MAPLE TREE
□	CONCRETE MONUMENT	GA	GUY ANCHOR	OK	OAK TREE
■	PERMANENT REFERENCE MONUMENT	CO	CLEAN OUT	PN	PINE TREE
⊕	PERMANENT CONTROL POINT	SIGN	SIGN	PA	PALM TREE
FM	FORCE MAIN VALVE	TREE	TREE	HK	HICKORY TREE
WV	WATER VALVE		EXISTING ELEVATION	HY	HOLLY
WM	WATER METER		TELEPHONE MANHOLE		
FH	FIRE HYDRANT		SANITARY MANHOLE		
TPED	TELEPHONE BOX		STORM MANHOLE		
TSB	TRAFFIC SIGNAL BOX				

ADDITIONAL ABBREVIATIONS (TREE LEGEND)

TREE TYPE — 16 OK 24 8 — TREE SIZE (INCHES) UNMEASURED AT BREAST HEIGHT — MULTIPLE TRUNKS — INDEX SYMBOL

GENERAL PROJECT REQUIREMENTS

1. UTILITIES & STRUCTURES AS SHOWN ON PLANS HAVE BEEN LOCATED FROM AVAILABLE RECORDS, BUT IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ASCERTAIN THE LOCATION OF ALL UTILITIES AND STRUCTURES TO BE ENCOUNTERED IN THE WORK AND TO AVOID CONFLICT WITH EXISTING FACILITIES.
2. THE OWNER SHALL NOT BE HELD RESPONSIBLE FOR INACCURACIES OR OMISSIONS IN THE LOCATION, ELEVATION AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES AND OTHER EXISTING FEATURES.
3. THE CONTRACTOR SHALL CONTACT THE ENGINEER IMMEDIATELY UPON ANY CONFLICTS DURING CONSTRUCTION OF THE IMPROVEMENTS SHOWN ON THESE DRAWINGS.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGE TO, AND REPLACEMENT OF, EXISTING UTILITIES. REPLACEMENT SHALL BE TO THE COMPLETE SATISFACTION OF THE ENGINEER AND CITY.
5. THE CONTRACTOR SHALL PRESERVE FROM DAMAGE ALL PROPERTY THAT IS IN THE VICINITY, OR IS IN ANY WAY AFFECTED BY THE WORK. THE REMOVAL OF OR DESTRUCTION OF PROPERTY WHICH IS NOT CALLED FOR BY THE PLANS, SHALL BE IMMEDIATELY RESTORED TO ITS ORIGINAL CONDITION BY THE CONTRACTOR AT NO COST TO THE OWNER.
6. THE CONTRACTOR SHALL PROVIDE FORTY-EIGHT (48) HOURS NOTICE TO THE VARIOUS UTILITY OWNERS PRIOR TO BEGINNING CONSTRUCTION.
7. ALL UTILITY OUTAGES SHALL BE COORDINATED WITH AND APPROVED BY THE SUPERINTENDENT OF THE DEPARTMENT AFFECTED, PRIOR TO OUTAGE.
8. THE CONTRACTOR SHALL CONDUCT HIS WORK AS TO INSURE THE LEAST POSSIBLE OBSTRUCTION TO TRAFFIC, AND INCONVENIENCE TO THE GENERAL PUBLIC AND/OR THE RESIDENTS IN THE VICINITY OF THE WORK AND TO INSURE THE PROTECTION OF PERSONS AND PROPERTY. NO ROAD SHALL BE CLOSED TO THE PUBLIC EXCEPT WITH THE APPROVAL OF THE ENGINEER AND THE PROPER GOVERNMENTAL AUTHORITIES.
9. THE CONTRACTOR SHALL EMPLOY A LAND SURVEYOR, REGISTERED IN THE STATE OF FLORIDA, TO REFERENCE AND RESTORE PROPERTY CORNERS AND LAND MARKERS WHICH MAY BE DISTURBED BY CONSTRUCTION AND TO ASSURE ACCURATE HORIZONTAL AND VERTICAL CONTROLS DURING CONSTRUCTION.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING EFFECTIVE DRAINAGE AND EROSION CONTROL DURING CONSTRUCTION AND RESTORATION. TEMPORARY PROVISIONS SHALL BE MADE TO INSURE THE PROPER FUNCTIONING OF ALL SWALES, SEWER INLETS AND DRAINAGE DITCHES.
11. RIGHT-OF-WAY RESTORATION IS TO BE CONDUCTED CONCURRENTLY WITH CONSTRUCTION AS DIRECTED BY THE ENGINEERS. THE ENGINEER SHALL HAVE AUTHORITY TO SUSPEND CONSTRUCTION WORK WHEN RESTORATION IS NOT BEING ADEQUATELY PERFORMED ACCORDING TO THE CONTRACT DOCUMENTS OR BEST MANAGEMENT PRACTICES (BMP). ALL DISTURBED AREAS ARE TO BE RESTORED TO PRE-CONSTRUCTION OR BETTER CONDITION. ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE SODDED TO MATCH EXISTING SPECIES AND VARIETY OF GRASS. PIPE INSTALLATION UNIT PRICE SHALL INCLUDE RESTORATION AND SODDING. NO SEEDING SHALL BE PERMITTED.
12. THE CONTRACTOR SHALL FURNISH, ERECT AND MAINTAIN ALL NECESSARY TRAFFIC CONTROL AND SAFETY DEVICES IN ACCORDANCE WITH THE "U.S. DEPARTMENT OF TRANSPORTATION MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AND THE FLORIDA DEPARTMENT OF TRANSPORTATION'S "DESIGN STANDARDS" AND "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" (LATEST EDITION).
13. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY AND AT THE CONTRACTOR'S EXPENSE TO PROVIDE THE ENGINEER WITH "AS-BUILT" DRAWINGS OF FINISHED CONSTRUCTION AS A REQUIREMENT FOR FINAL PAYMENT. DRAWINGS SHALL CONTAIN SPECIFIC LOCATION OF ALL IMPROVEMENTS PER THE CONTRACT SPECIFICATIONS.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER APPLICATION OF THRUST RESTRAINT SYSTEM TO PREVENT MOVEMENT OF PRESSURIZED PIPE AND FITTINGS.
15. NO FLANGED PIPE SHALL BE INSTALLED UNDERGROUND UNLESS SPECIFICALLY NOTED ON PLAN OR IN SPECIFICATIONS.
16. PIPE BEDDING SHALL BE CLASS I SOIL COMPACTED IN 6" LAYERS TO A HEIGHT OF 18" ABOVE PIPE, 12" LAYERS ARE ACCEPTABLE FROM 18" ABOVE PIPE TO FINISH GRADE, COMPACTED TO 95% OF MODIFIED PROCTOR DENSITY, (AASHTO-T-180) PIPE TO BE LAID ON A FIRM FOUNDATION.
17. COMPACTION TEST TO BE TAKEN AT POINTS ONE (1) FOOT ABOVE PIPE AND ONE (1) FOOT VERTICAL INTERVALS TO FINISH GRADE AND AT HORIZONTAL SPACING OF THREE HUNDRED (300) FEET BY A CERTIFIED THIRD-PARTY TESTING FIRM, ACCORDING TO THE TESTING REQUIREMENTS.
18. ADEQUATE EXCAVATION, SHEATING, SHORING AND BRACING SHALL BE PROVIDED AND SHALL CONFORM TO CONSTRUCTION REQUIREMENTS AS SET FORTH BY THE FEDERAL DEPARTMENT OF LABOR, OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA).
19. PROVISIONS FOR DEWATERING SHALL BE MADE TO KEEP GROUNDWATER ELEVATION A MINIMUM OF 6" BELOW THE PIPE BEING INSTALLED.
20. LENGTHS OF PIPE ARE APPROXIMATE ONLY AND EXACT LENGTHS ARE TO BE DETERMINED IN THE FIELD.
21. WATER PIPE TO BE N.S.F. APPROVED FOR POTABLE WATER USE.
22. WATER LINE TO BE HYDROSTATICALLY TESTED, FLUSHED AND BACTERIOLOGICALLY CLEARED IN ACCORDANCE WITH THE HEALTH DEPARTMENT REQUIREMENTS PRIOR TO PUTTING IN SERVICE. ADDITIONAL SAMPLE LOCATIONS MAY BE REQUIRED DEPENDING UPON CONTRACTORS SCHEDULE FOR TIE-INS AND METER CONNECTIONS TO NEWLY INSTALLED POTABLE MAIN.
23. PAVEMENT OVERLAY PRICING SHALL INCLUDE VALVE BOX AND MANHOLE ADJUSTMENT AND PAVEMENT RESTRIPING.
24. CONTRACTOR SHALL CALL FOR UTILITY LOCATES AT LEAST 48 HOURS PRIOR TO CONSTRUCTION. ALL LOCATES SHALL BE CONFIRMED THROUGH THE CITY'S REPRESENTATIVE.
25. IN AREAS WHERE PIPELINE INSTALLATION WILL DISTURB EXISTING SWALES, ELEVATIONS WILL BE REQUIRED AT 50 FT. INTERVALS AT LEAST 2 WEEKS PRIOR TO COMMENCEMENT OF CONSTRUCTION. THE SURVEYS WILL BE BY A FLORIDA. REGISTERED SURVEYOR AND ARE SUBJECT TO APPROVAL BY THE OWNER'S REPRESENTATIVE PRIOR TO CONSTRUCTION.
26. ACCESS FOR RESIDENTS, POSTAL SERVICE AND SOLID WASTE COLLECTORS SHALL BE CONTINUOUSLY PROVIDED, SECURED AND MAINTAINED DURING PROJECT.
27. IF ANY MUCK OR MUCK-LIKE MATERIAL IS DISCOVERED AND CONFIRMED BY THE ENGINEER, IT WILL BE REQUIRED TO BE REMOVED, BACKFILLED WITH CLEAN FILL, COMPACTED, AND TESTED USING AASHTO T-180 MODIFIED PROCTOR METHOD.
28. NO BURYING OF ANY ORGANIC MATERIALS IS PERMITTED.
29. ANY BURNING OF ANY MATERIALS ON-SITE MUST BE APPROVED AND PERMITTED BY THE FIRE MARSHALL. A PERMIT MUST BE OBTAINED ON A DAILY BASIS PRIOR TO THE DAY OF THE ANTICIPATED BURNING
30. ALL FILLING TO BE PERFORMED IN ONE-FOOT LIFTS. THE COMPACTION REQUIREMENT IS 98% PER AASHTO T-180 FOR PAVED AREAS AND 95% FOR UNPAVED AREAS.
31. SOILS ARE TO BE STABILIZED BY WATER OR OTHER MEANS DURING CONSTRUCTION. THIS IS INTENDED TO REDUCE SOIL EROSION AND THE IMPACT TO NEIGHBORING COMMUNITIES.
32. UPON COMPLETION OF EACH PORTION OF A PROJECT WITHIN A PHASE OF THE PROJECT, SODDING IS TO BE PERFORMED PRIOR TO COMMENCING THE NEXT PHASE.
33. ONCE AN AREA IS SODDED, IT MUST BE MAINTAINED AND PROTECTED TO ALLOW THE GRASS TO GROW.
34. CONTRACTOR SHALL BE REQUIRED TO COMPLETE UTILITY CONNECTIONS TO EXISTING FACILITIES THAT REQUIRE "SHUTDOWNS" DURING NIGHTTIME HOURS AFTER 11:00 P.M. AND TO COORDINATE SUCH WORK WITH THE CITY.
35. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING AND PAYING ALL COST ASSOCIATED WITH TEMPORARY HOLDING OF UTILITY POLES. (EXISTING AND PROPOSED)
36. CONTRACTOR SHALL ALLOW FOR UP TO 3 WEEKS FOR REMOVAL OF EXISTING PRIVATE UTILITIES BY PRIVATE UTILITY COMPANIES AFTER THE ENTRANCE IS CLOSED TO TRAFFIC. CONTRACTOR SHALL COORDINATE THIS WORK.
37. WHEN CONSTRUCTION ACTIVITIES ENCROACH ON THE SIDEWALK FOR MORE THAN 60 MINUTES FDOT DESIGN STANDARDS INDEX NO 660 MUST BE PUT IN TO PLACE.
38. BEFORE STARTING, CONTRACTORS SHALL GIVE A 48 HOUR NOTICE TO ANY BUSINESS IN THE VICINITY OF THE CONSTRUCTION
39. SEWER SERVICE TO BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION. LATERAL LOCATIONS SHOWN ARE BASED ON THE BEST AVAILABLE INFORMATION. CONTRACTOR TO PHYSICALLY LOCATE ALL SEWER LATERALS PRIOR TO CONSTRUCTING A SECTION OF PIPE.
40. ALL CONCRETE SIDEWALK OR DRIVEWAY REMOVAL AND REPLACEMENT SHALL BE IN COMPLETE SECTIONS FROM JOINT TO JOINT

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CITY OF PORT ORANGE
RIDGEWOOD WATER MAIN
IMPROVEMENTS - FARMBROOK
ROAD TO NIVER STREET
PORT ORANGE, FLORIDA

ISSUED
08/03/2020 BID SET PLANS

NOT FOR CONSTRUCTION

M&H NO.: 1000715-182458.01
DATE: August 3, 2020
DESIGNED BY: AMG
DRAWN BY: ADK
CHECKED BY: MCM
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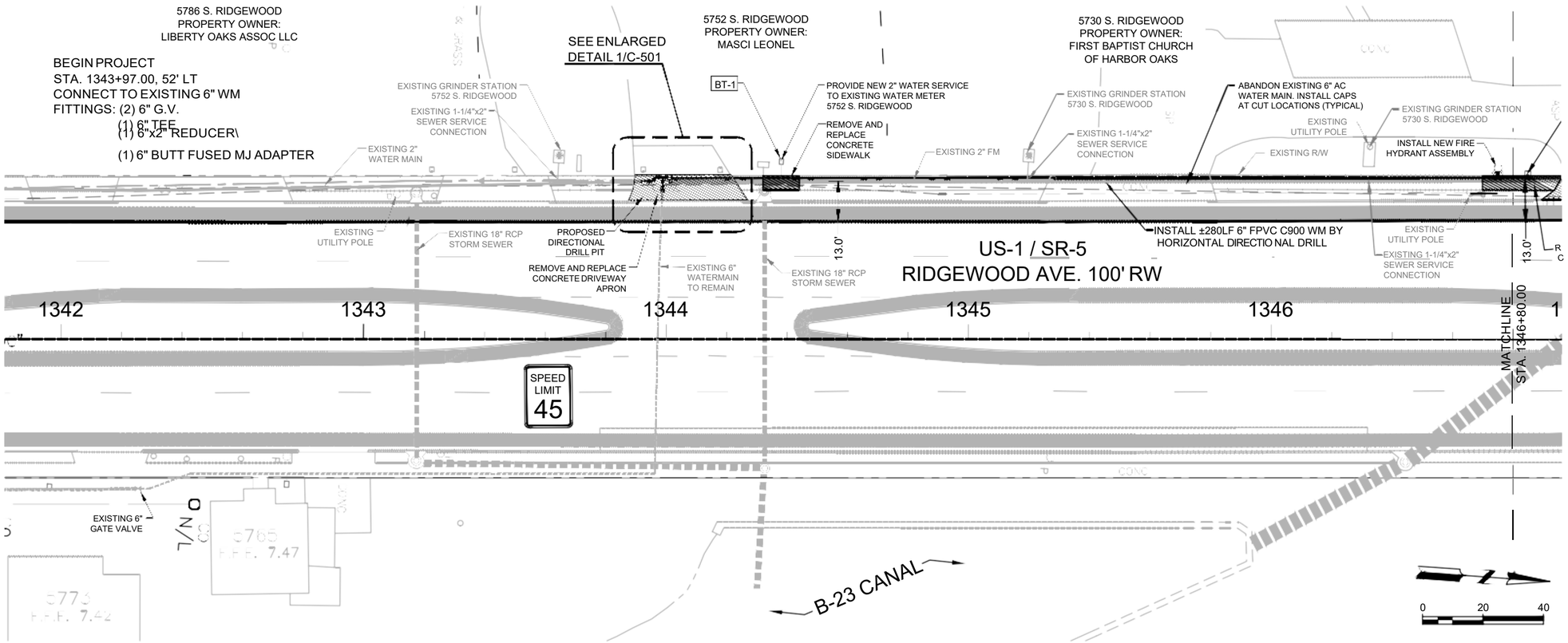
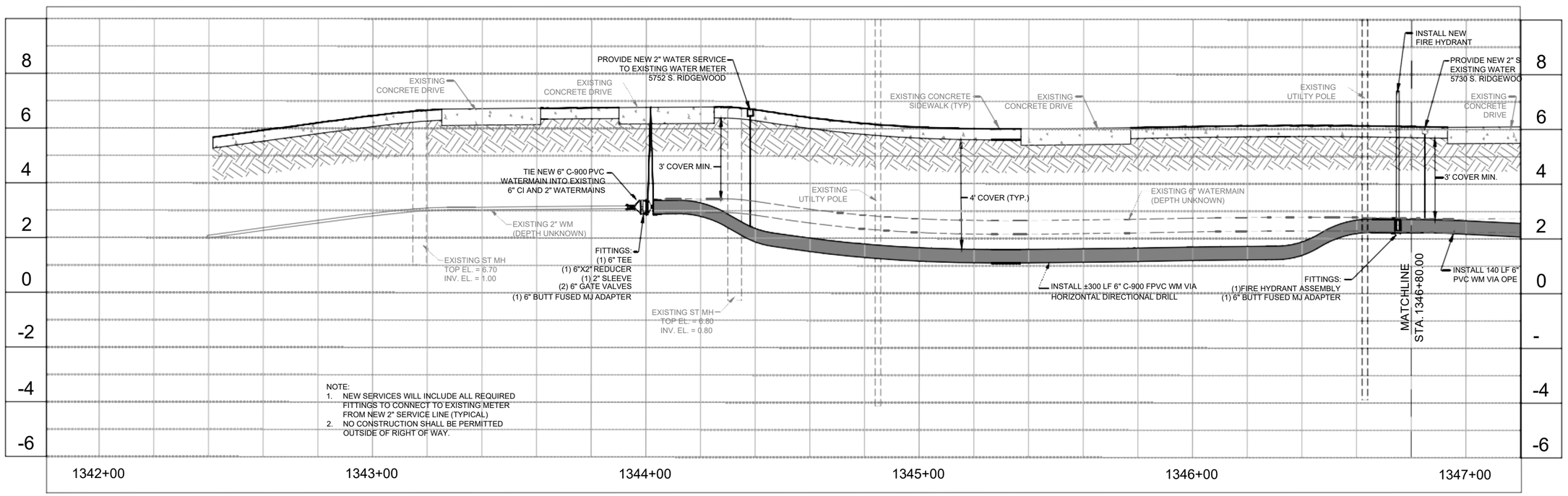
SHEET CONTENTS
KEY MAP & PROJECT NOTES

SHEET NO.
C-001





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SHEET CONTENTS
PLAN & PROFILE
STA.1342+00 -
STA.1346+80

SHEET NO.
C-201

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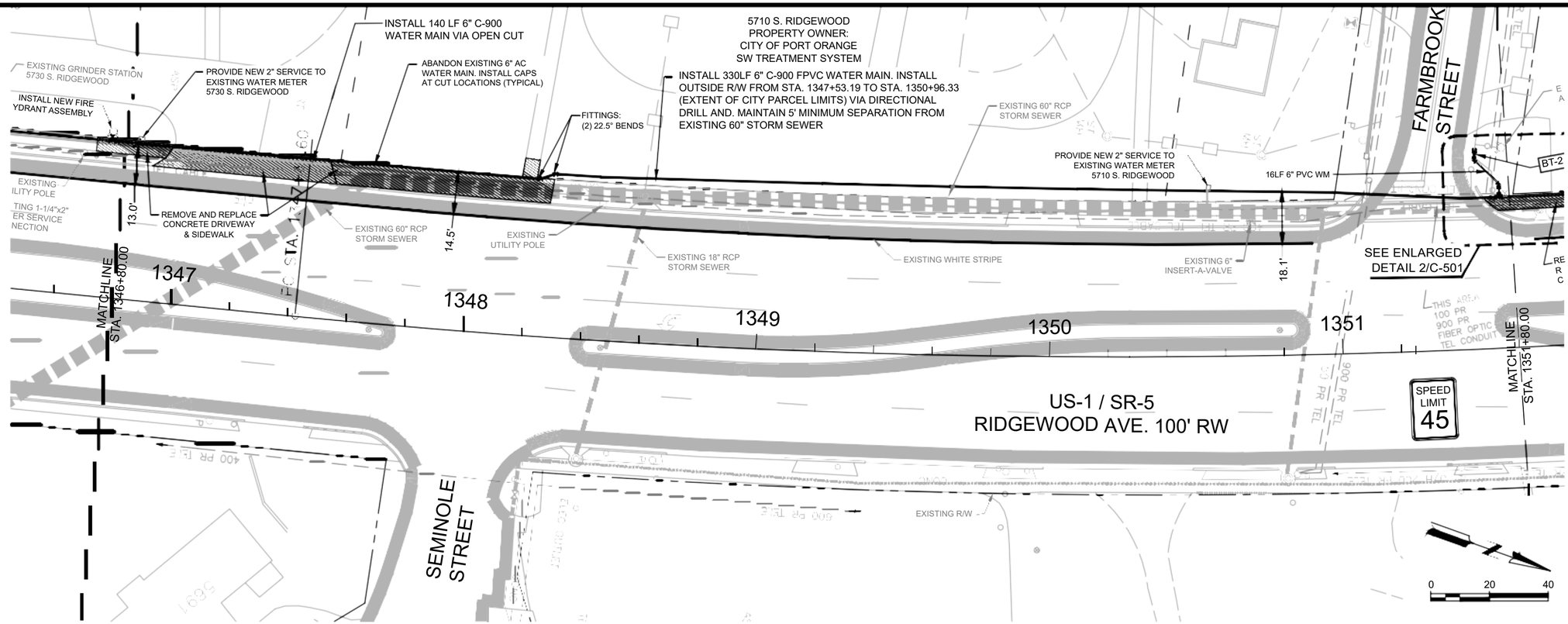

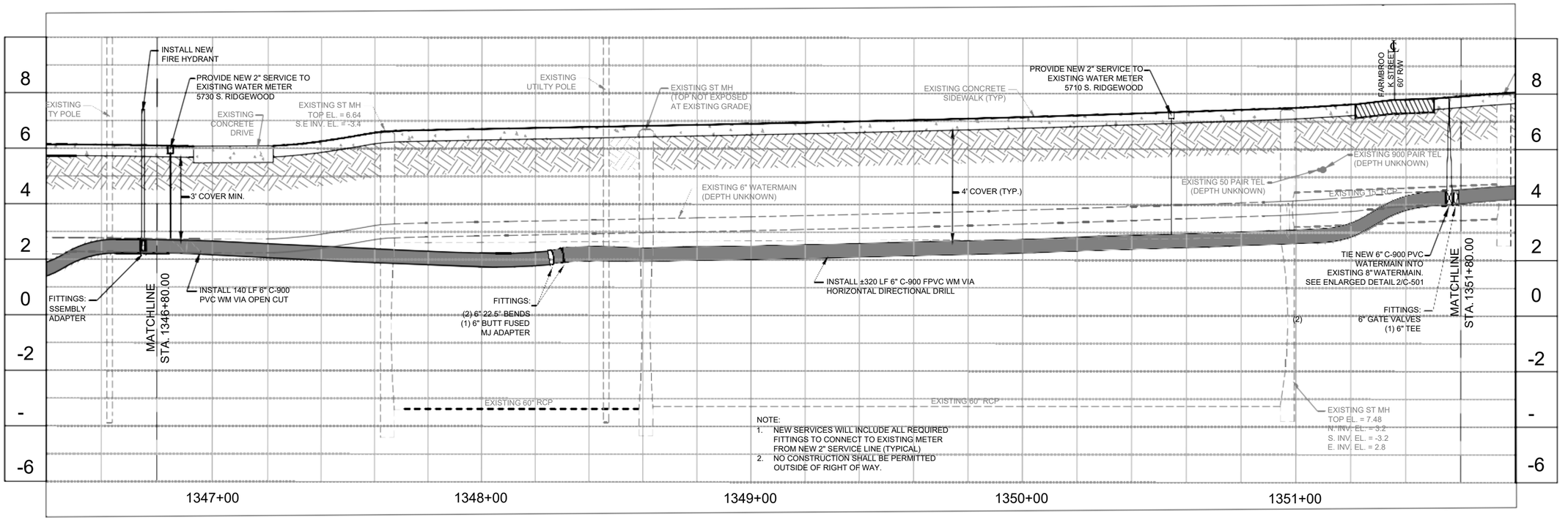

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SHEET CONTENTS
PLAN & PROFILE
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STA.1351+80

SHEET NO.
C-202

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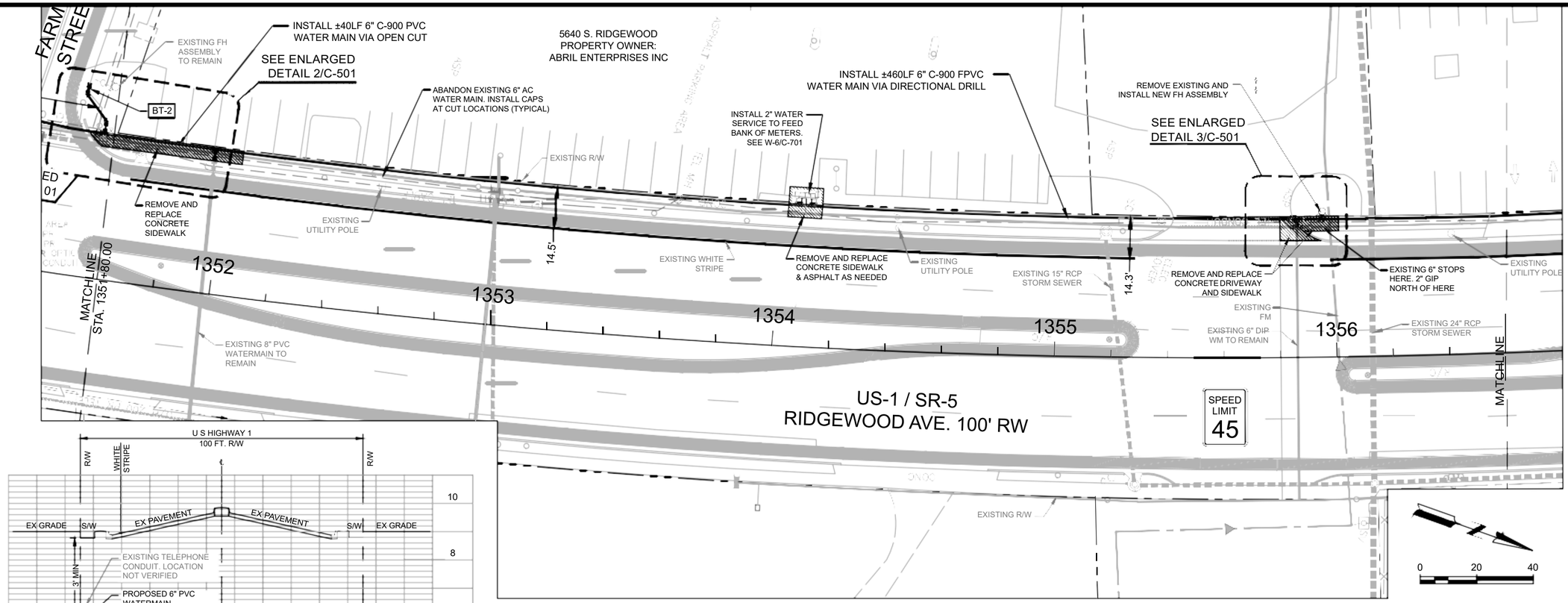
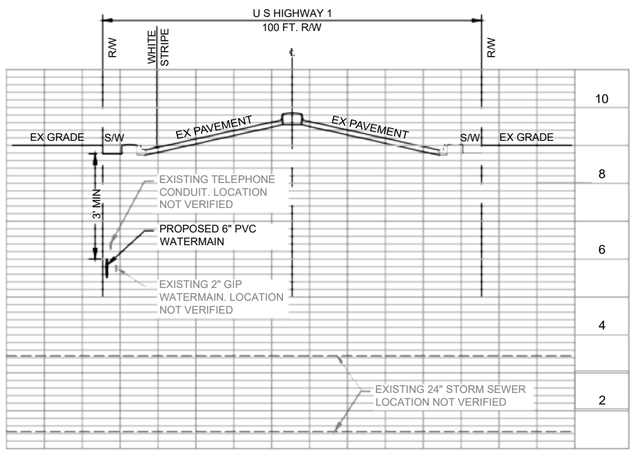
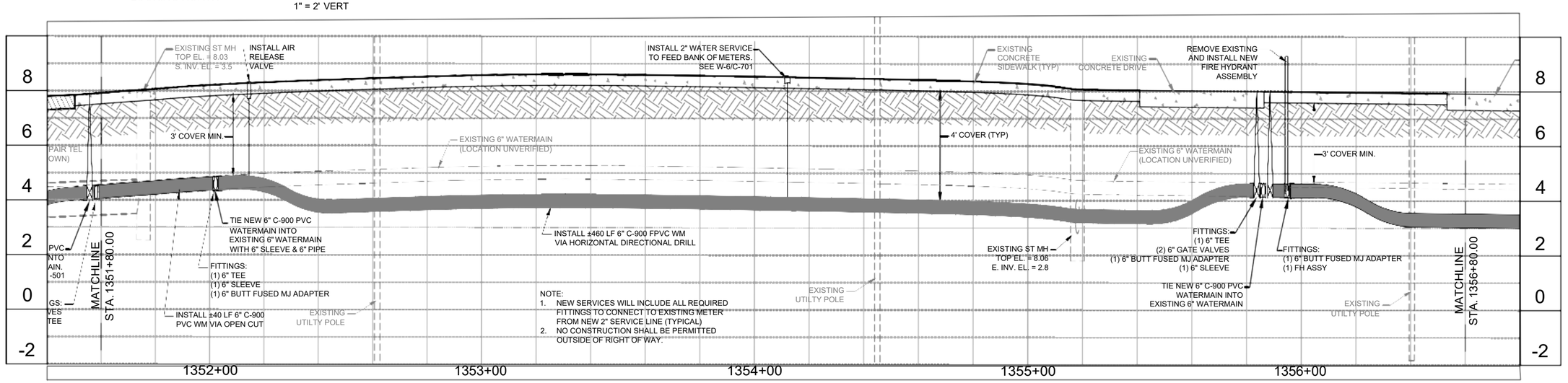




US HWY 1 - STATION 1356+12

LOOKING NORTH SCALE: 1" = 20' HOR
1" = 2' VERT



NOTE:
1. NEW SERVICES WILL INCLUDE ALL REQUIRED FITTINGS TO CONNECT TO EXISTING METER FROM NEW 2" SERVICE LINE (TYPICAL)
2. NO CONSTRUCTION SHALL BE PERMITTED OUTSIDE OF RIGHT OF WAY.

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PORT ORANGE, FLORIDA

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SHEET CONTENTS
PLAN & PROFILE
STA.1351+80 -
STA.1356+80

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C-203

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5602 S. RIDGEWOOD
PROPERTY OWNER:
SUNBELT PARTNERSHIP

5596 S. RIDGEWOOD
PROPERTY OWNER:
SCHMANN MICHAEL D TR

5590 S. RIDGEWOOD
PROPERTY OWNER:
SCHMANN MICHAEL D TR

INSTALL ±500LF 6" C-900 FPVC WATER MAIN VIA DIRECTIONAL DRILL

ABANDON EXISTING 2" WATER MAIN. INSTALL CAPS AT CUT LOCATIONS (TYPICAL)

ABANDON EXISTING 2" WATER MAIN. INSTALL CAPS AT CUT LOCATIONS (TYPICAL)

PROVIDE NEW 2" SERVICE TO EXISTING WATER METER 5596 S. RIDGEWOOD

PROVIDE NEW 2" SERVICE TO EXISTING WATER METER 5590 S. RIDGEWOOD

PROVIDE NEW 2" SERVICE TO EXISTING WATER METER 5574 S. RIDGEWOOD

EXISTING GRINDER STATION 5596 S. RIDGEWOOD

EXISTING GRINDER STATION 5590 S. RIDGEWOOD

EXISTING GRINDER STATION 5584 S. RIDGEWOOD

EXISTING GRINDER 5574 S. RID

EXISTING 1-1/4"x2" SERVICE CON

EXISTING 1-1/4"x2" SEWER SERVICE CONNECTION

EXISTING FM CLEANOUT

EXISTING R/W

EXISTING UTILITY POLE

EXISTING WHITE STRIPE

EXISTING 15" RCP STORM SEWER

REMOVE AND REPLACE CONCRETE SIDEWALK

REMOVE AND REPLACE CONCRETE SIDEWALK

BT-3

14.4'

14.1'

13.8'

N 22° 15' 38.00" W

1357

1358

1359

1360

1361

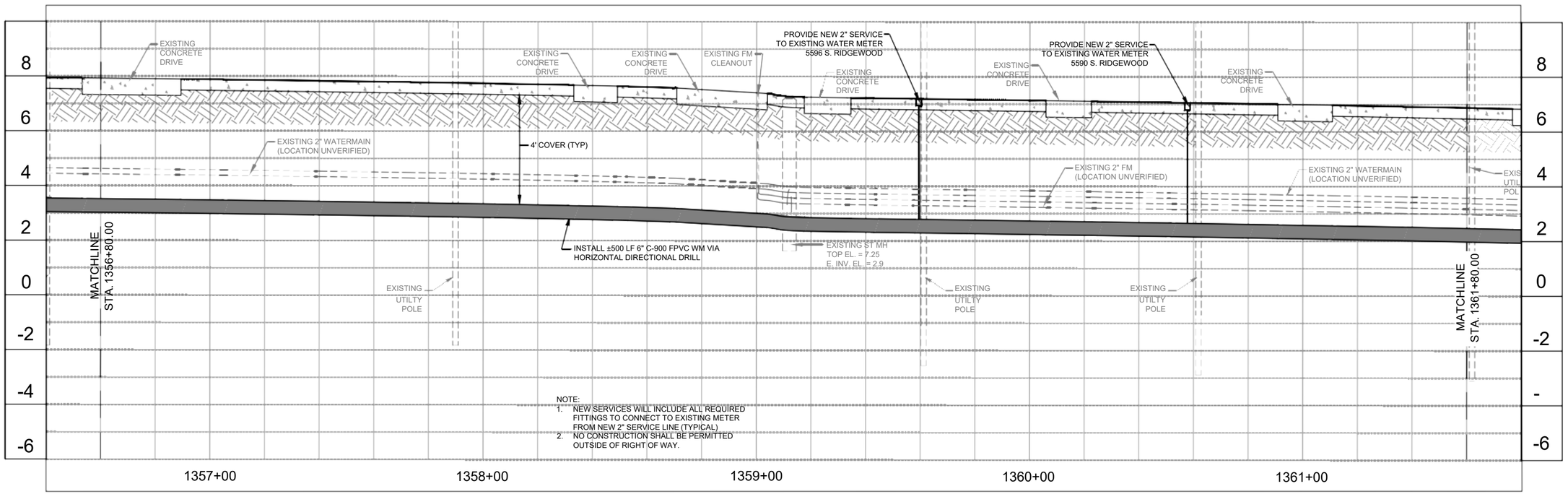
MATCHLINE STA. 1356+80.00

MATCHLINE STA. 1361+80.00

US-1 / SR-5
RIDGEWOOD AVE. 100' RW

SPEED LIMIT 45

0 20 40



NOTE:
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PLAN & PROFILE
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STA.1361+80

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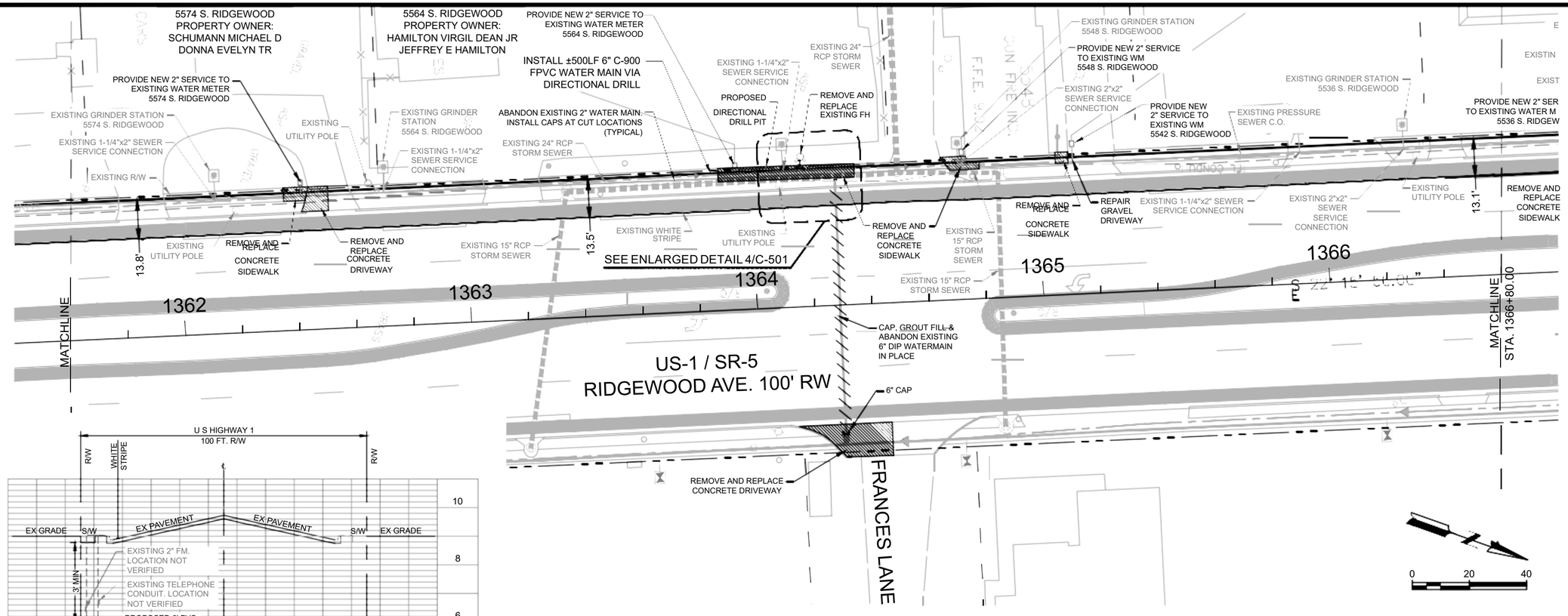

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SHEET CONTENTS
PLAN & PROFILE
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STA.1366+80

SHEET NO.
C-205

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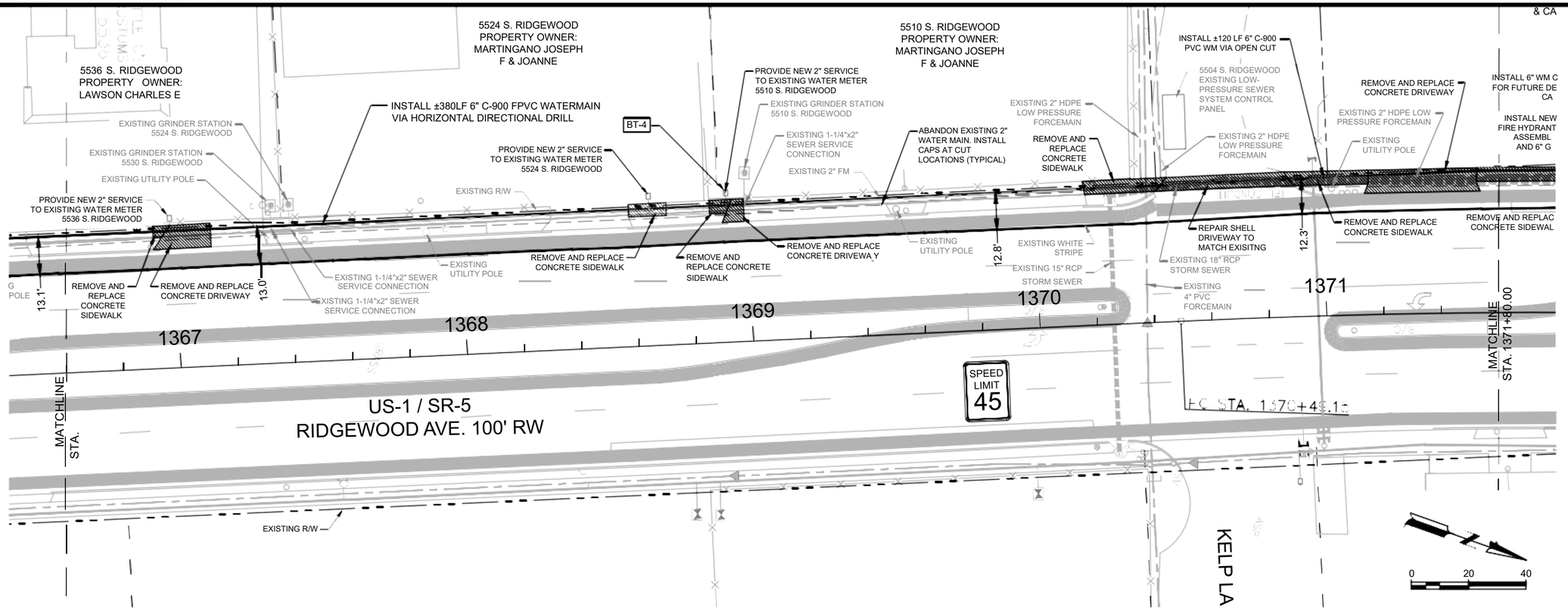

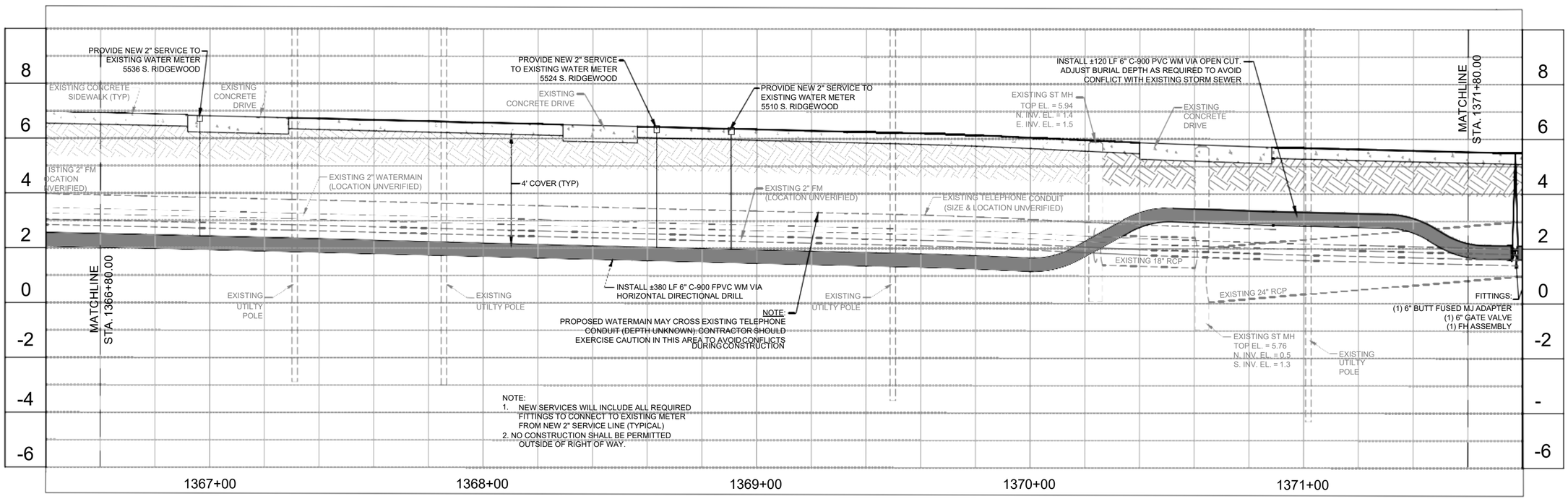

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CITY OF PORT ORANGE
RIDGEWOOD WATER MAIN
ROAD TO NIVER STREET
IMPROVEMENTS - FARMBROOK
PORT ORANGE, FLORIDA

ISSUED
08/03/2020 BID SET PLANS

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STA.1371+80

SHEET NO.
C-206

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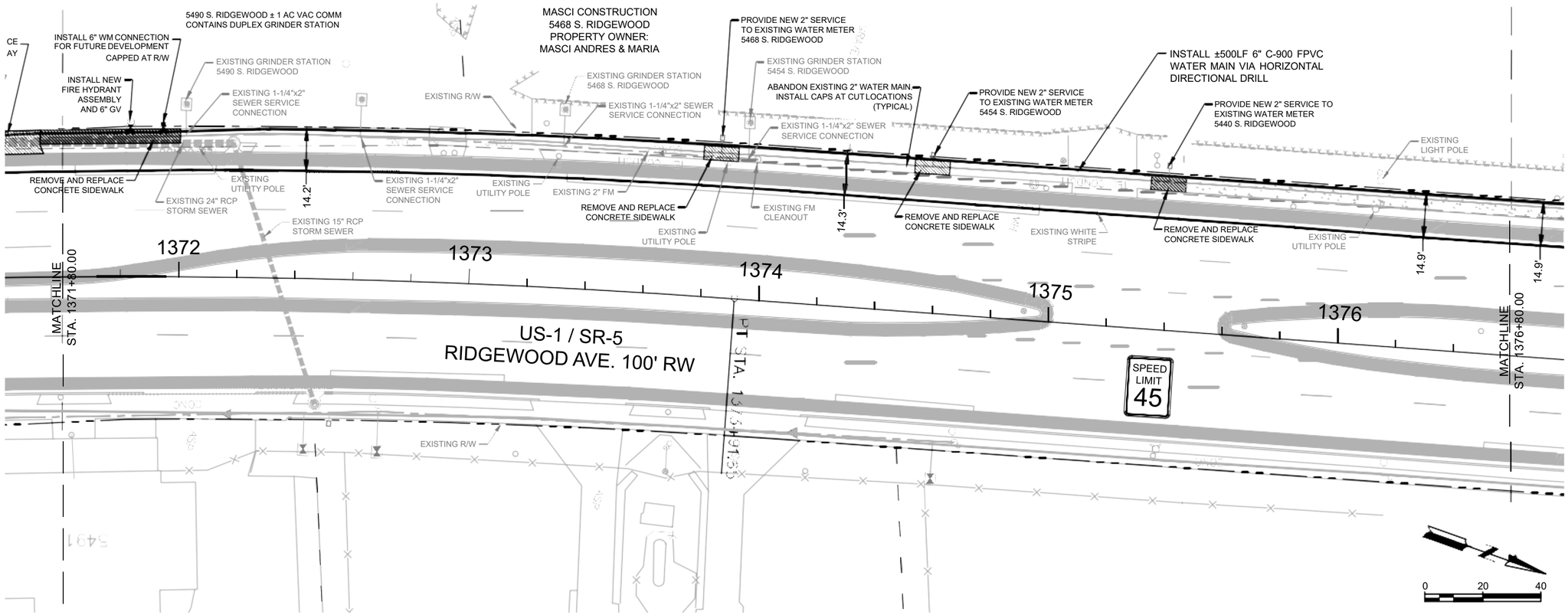

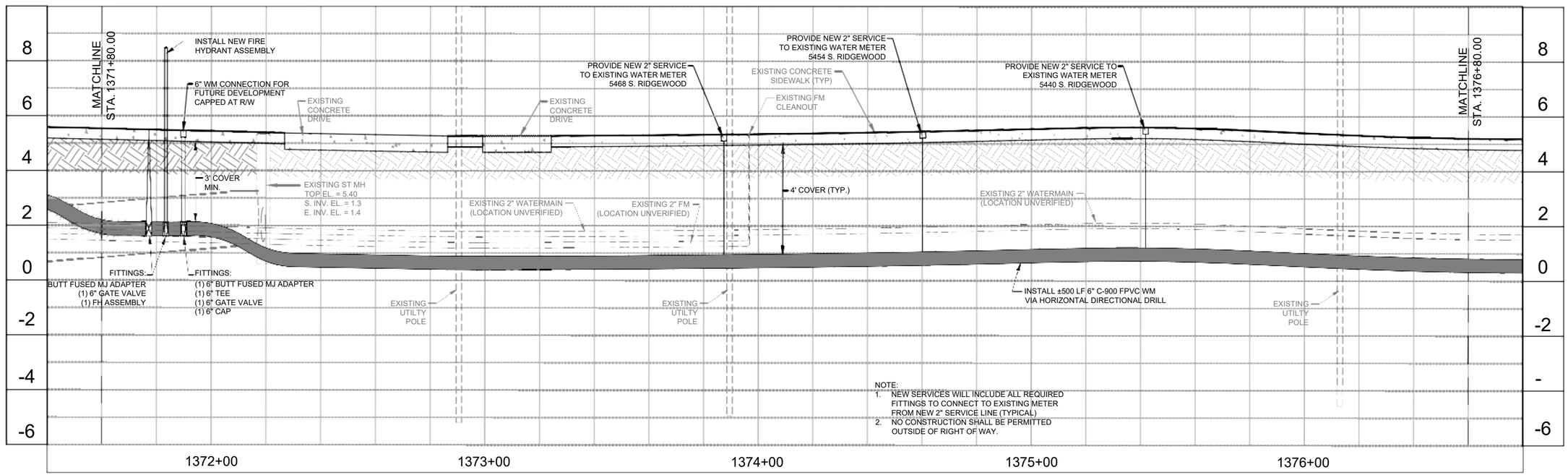

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meadhunt.com
FL Cert. #26730

CITY OF PORT ORANGE
RIDGEWOOD WATER MAIN IMPROVEMENTS - FARMBROOK ROAD TO NIVER STREET
PORT ORANGE, FLORIDA

ISSUED
08/03/2020 BID SET PLANS

NOT FOR CONSTRUCTION

M&H NO.: 1000715-182458.01
DATE: August 3, 2020
DESIGNED BY: AMG
DRAWN BY: ADK
CHECKED BY: MCM
DO NOT SCALE DRAWINGS

SHEET CONTENTS
PLAN & PROFILE
STA.1371+80 -
STA.1376+80

SHEET NO.
C-207

\\CORP.MEADHUNT.COM\SHAREDFOLDERS\ENTP\1000715\182458.01\TECH\CAD\DRAWINGS\1000715-182458.01 C-201 - C-208 PLAN & PROFILE.DWG
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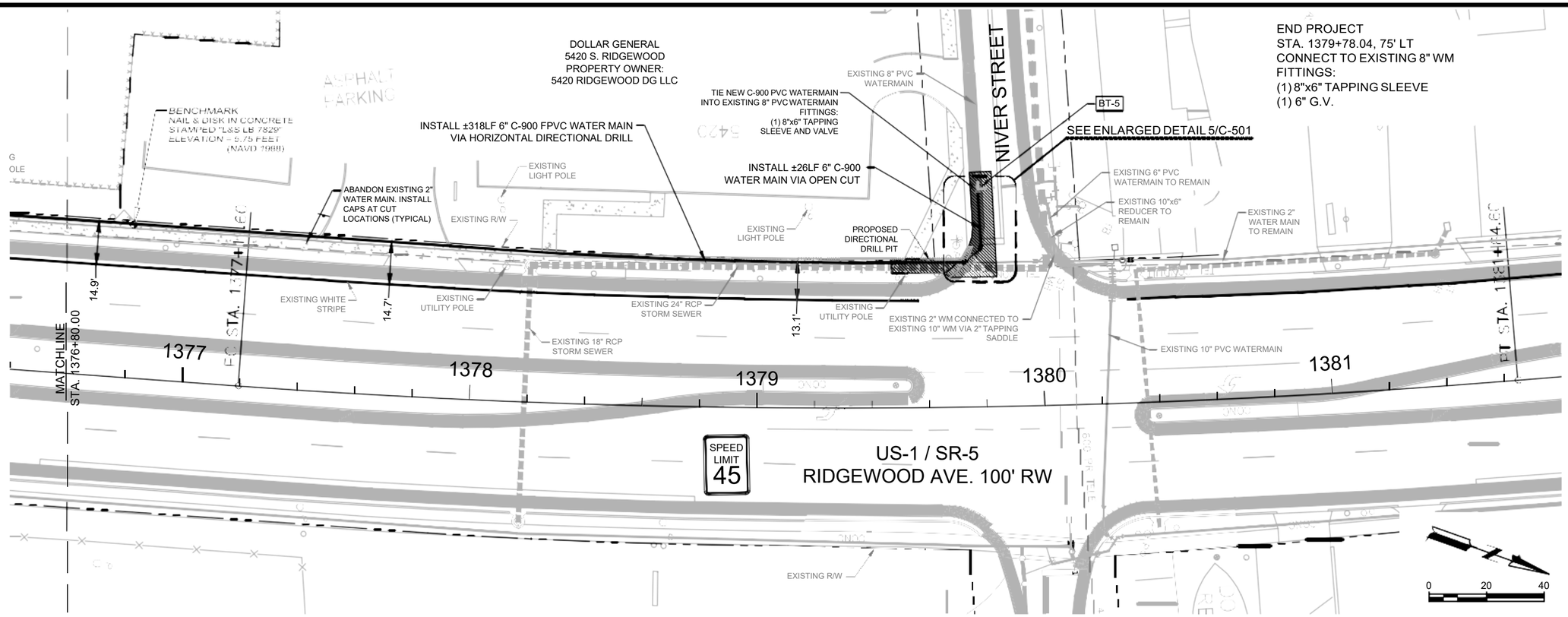

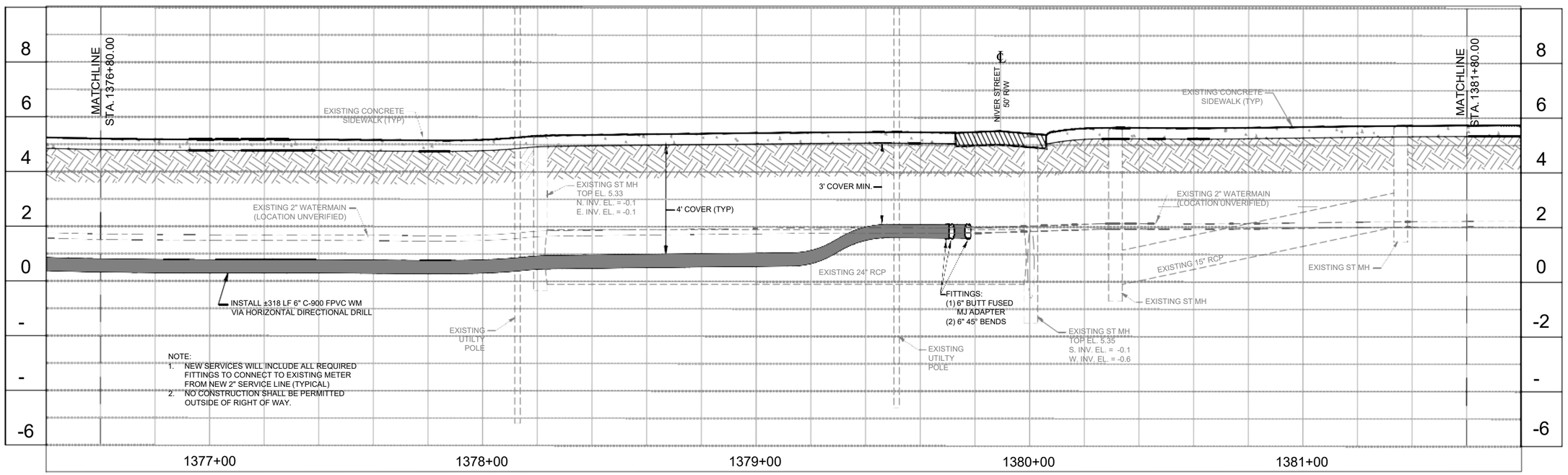

Mead & Hunt

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SHEET CONTENTS
PLAN & PROFILE
STA.1376+80 -
STA.1381+60

SHEET NO.
C-208

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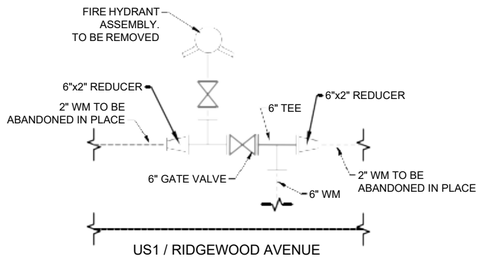

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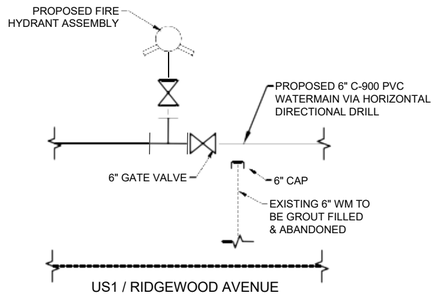

PROPOSED

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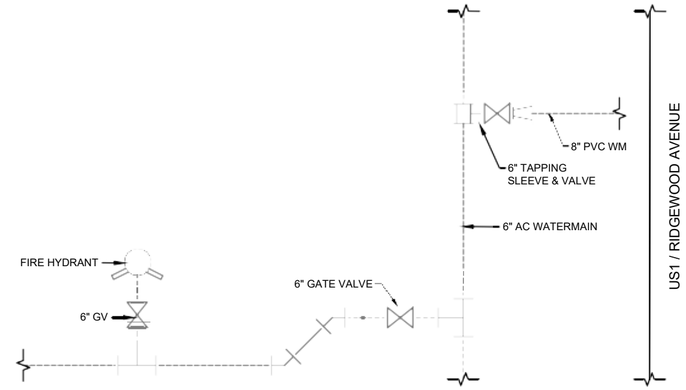

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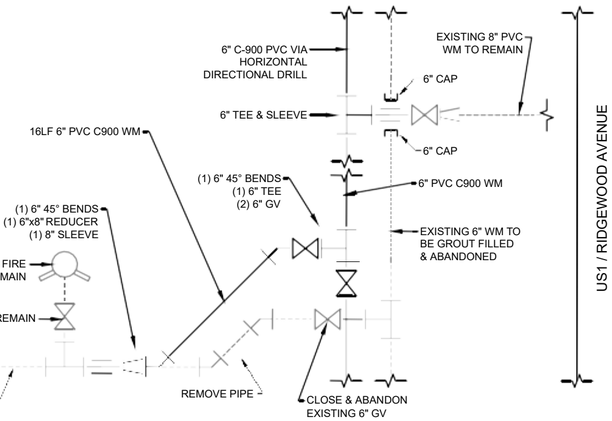

PROPOSED

PLAN NORTH **DETAIL 2**
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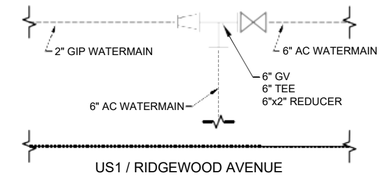

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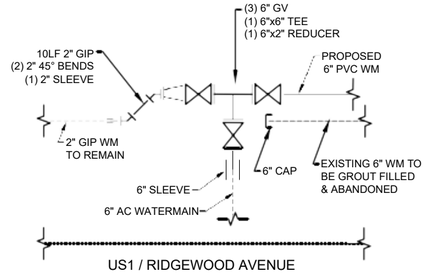
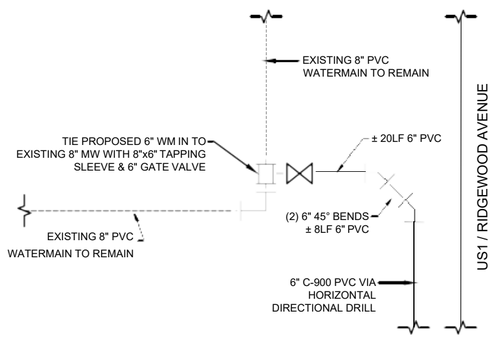
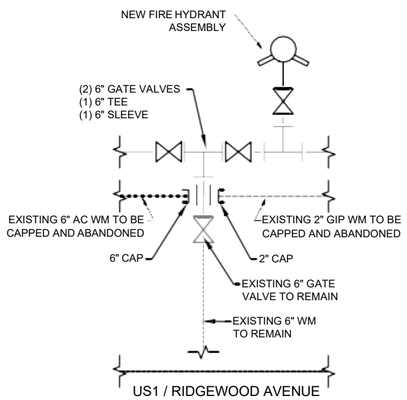


PROPOSED

PLAN NORTH **DETAIL 1**
NOT TO SCALE



PLAN NORTH **DETAIL 5**
NOT TO SCALE



PLAN NORTH **DETAIL 3**
NOT TO SCALE

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RIDGEWOOD WATER MAIN IMPROVEMENTS - FARMBROOK ROAD TO NIVER STREET
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SHEET CONTENTS
CONNECTION DETAILS

SHEET NO.
C-501

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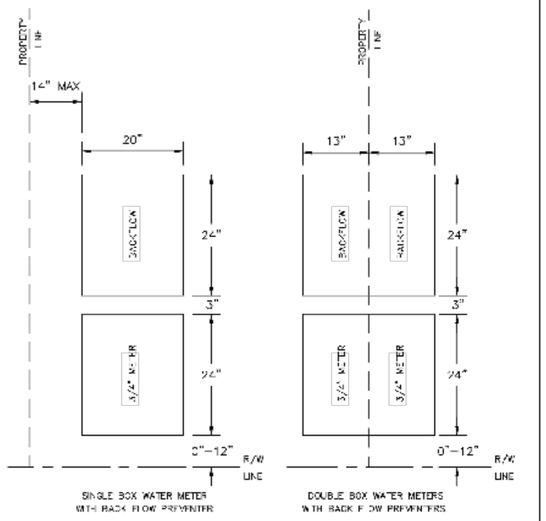
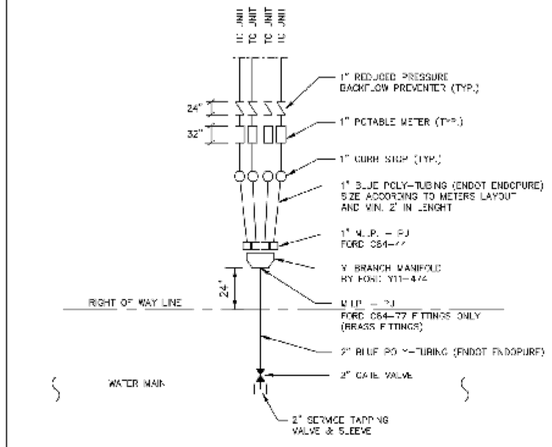


STANDARD CONSTRUCTION DETAIL
POTABLE WATER METER BOX LAYOUT

REV. 12/'18

FILE NAME: W4.DWG
DETAIL REF: W-4

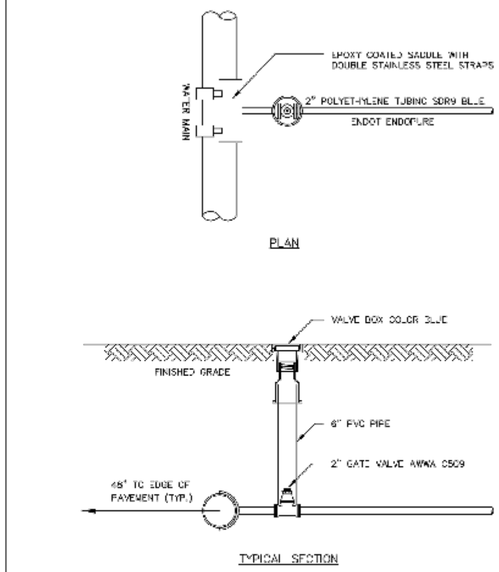


NOTES:
1. Y BRANCH MANIFOLD AND 2" GATE VALVE SHALL BE LOCATED ON GRASS AREA WHEREVER AND WHENEVER POSSIBLE.

STANDARD CONSTRUCTION DETAIL
MULTIPLE POTABLE WATER COMMERCIAL CONNECTION SCHEMATIC

REV. 12/'18

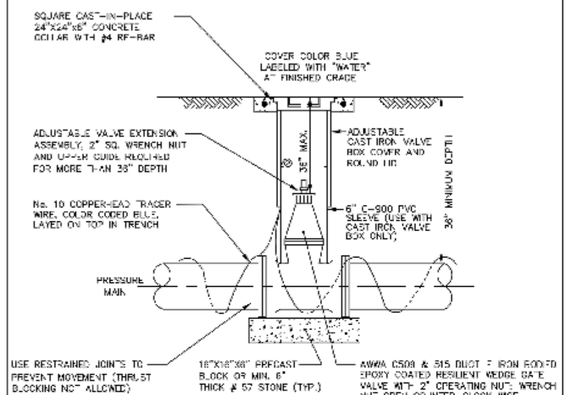
FILE NAME: W5.DWG
DETAIL REF: W-6



STANDARD CONSTRUCTION DETAIL
2" METER SIZE POTABLE WATER SERVICE CONNECTION

REV. 12/'18

FILE NAME: W7.DWG
DETAIL REF: W-7

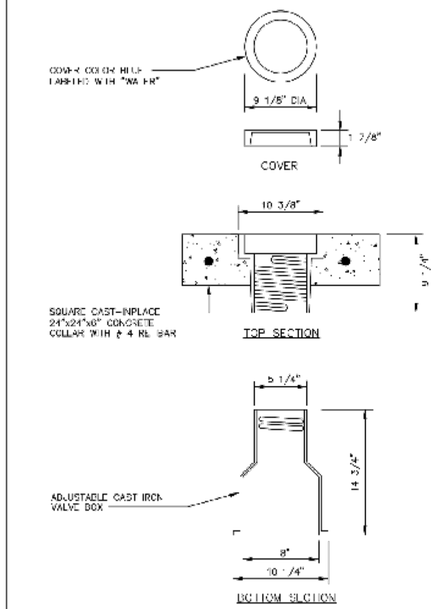


NOTE:
1. BOLT VALVES TO TEE OR CROSS WHEREVER AND WHENEVER APPLICABLE.
2. GATE VALVE INTROF SHALL BE COMPLETELY ENCAPSULATED WITH EPDM RUBBER.
3. ALL OUTSIDE HEX NUTS, BOLTS AND HARDWARES (EXCEPT MECHANICAL BOLTS SUCH AS "T" BOLTS) SHALL BE MINIMUM 316 STAINLESS STEEL GRADE.

STANDARD CONSTRUCTION DETAIL
4" 16" VALVE SIZE POTABLE WATER VALVE BOX

REV. 12/'18

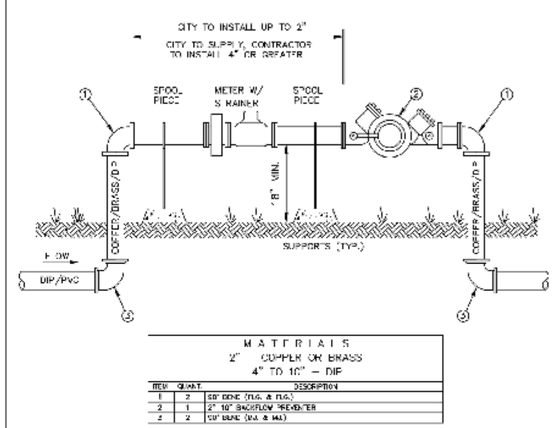
FILE NAME: W8.DWG
DETAIL REF: W-8



STANDARD CONSTRUCTION DETAIL
POTABLE WATER VALVE BOX COVER AND LID

REV. 12/'18

FILE NAME: W9.DWG
DETAIL REF: W-9



MATERIALS
2" COPPER OR BRASS
4" TO 10" – DIP

ITEM	QUANT.	DESCRIPTION
1	2	90° BEND (90 & 45)
2	1	2" 10" BACKFLOW PREVENTER
3	2	90° BEND (90 & 45)

NOTES:
1. ALL BOWSS SHALL BE PAINTED TO COMPLY WITH FLORIDA ADMINISTRATIVE CODE CHAPTER 62-555 AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CROSS-CONNECTION CONTROL PROGRAM, AS FOLLOWS:
   WATER MAIN – BLUE
   FIRE MAIN – RED
   RECLAIM WATER MAIN – PURPLE
2. LENGTH OF SPOOL PIECES BEFORE AND AFTER METER BASED ON METER MANUFACTURER'S RECOMMENDATION.

STANDARD CONSTRUCTION DETAIL
2"–10" METER WATER SERVICE W/ BACKFLOW PREVENTER

REV. 12/'18

FILE NAME: W10.DWG
DETAIL REF: W-10

Mead & Hunt

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CITY OF PORT ORANGE
RIDGEWOOD WATER MAIN
IMPROVEMENTS - FARMBROOK
ROAD TO NIVER STREET
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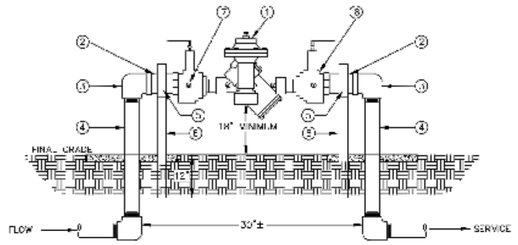
SHEET CONTENTS
STANDARD CONSTRUCTION DETAILS

SHEET NO.
C-701



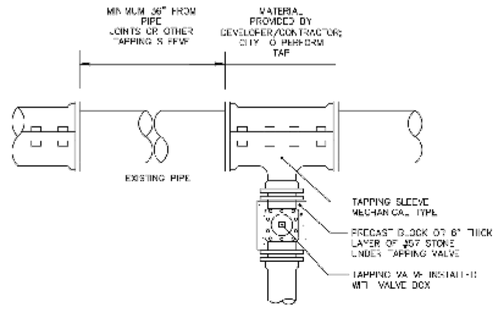
MATERIALS		
ITEM	QUANT.	DESCRIPTION
1	1	2" BACKFLOW PREVENTER ASSEMBLY
2	2	2" X NOM. NIPPLES – BRASS
3	2	2" X 90° ELBOWS – MALE COPPER/BRASS
4	2	2" X VARIES 45° – MALE COPPER/BRASS
5	2	SS CLAMPS
6	2	SS 316–STRUT OR EQUIVALENT
7	2	TEST COCK
8	2	BALL VALVE

NOTES:

1. ALL 2" AND SMALLER BACKFLOW PREVENTER MUST BE STABILIZED WITH CHANNEL OR NON CORROSIVE UNI–STRUT OR EQ. VALENT AND APPROPRIATE CLAMPS.
2. DOUBLE CHECK VALVES MAY BE INSTALLED IN UNDERGROUND VAULTS.
3. ALL COMMERCIAL PROPERTIES ARE REQUIRED BY ORDINANCE TO HAVE A BACKFLOW DEVICE INSTALLED AND ANNUALLY TESTED WITH PASSING RESULTS FORWARDED TO THE CITY PUBLIC UTILITIES DEPARTMENT.
4. FOR FURTHER INFORMATION CONCERNING BACKFLOW PREVENTERS SEE CITY OF PORT ORANGE "MANUAL OF CROSS–CONNECTION CONTROL".
5. ALL DEVICES SHALL BE PAINTED TO COMPLY WITH FLORIDA ADMINISTRATIVE CODE CHAPTER 62–555 AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CROSS CONNECTION CONTROL PROGRAM. BLUE FOR DOMESTIC WATER, PURPLE FOR RECLAIMED WATER AND RED FOR FIRE LINE.

STANDARD CONSTRUCTION DETAIL
2" BACKFLOW PREVENTER
DOUBLE CHECK OR REDUCED PRESSURE
REV. 12/18

FILE NAME: W12.DWG
DETAIL REF: W-12

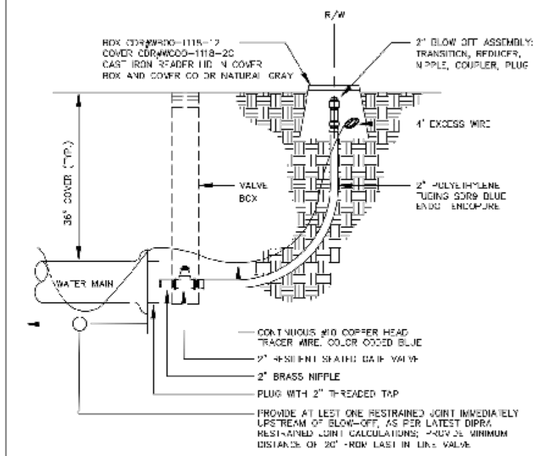


NOTES:

1. TAPPING OF MAINS SHALL BE PERFORMED BY THE CITY AND BILLED IN ACCORDANCE WITH THE ADOPTED FEE RESOLUTION. ALL MATERIALS TO BE PROVIDED BY DEVELOPER/CONTRACTOR.
2. EXCAVATIONS FOR TAPPING WORK TO BE SAFE, SECURE AND DRY, WITH 6" THICK (MIN.) LAYER OF #57 STONE AT BOTTOM.
3. CITY ALLOWS ONLY ¾", 2", 4", 6", 8", 10" AND 12" TAPS.
4. REQUIRED RESTRAINED JOINTS TO BE INSTALLED – THRUST BLOCKS ARE NOT PERMITTED.
5. EPOXY COATED STEEL, STAINLESS STEEL SLEEVES WITH 316 STAINLESS STEEL BOLTS ARE PERMITTED FOR ALL TYPES OF PIPE MATERIALS.
6. ALL VALVES 2" OR GREATER SHALL BE GATE VALVES. CORPORATION STOPS ALLOWED ON BLOW–OFFS ONLY.

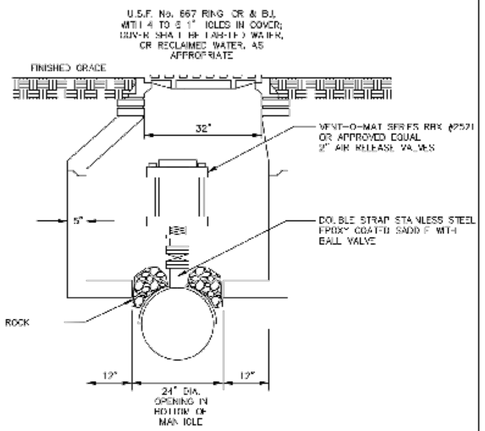
STANDARD CONSTRUCTION DETAIL
TAPPING VALVE AND SLEEVE
REV. 12/18

FILE NAME: W15.DWG
DETAIL REF: W-15



STANDARD CONSTRUCTION DETAIL
POTABLE WATER
BLOW–OFF ASSEMBLY
REV. 12/18

FILE NAME: W18.DWG
DETAIL REF: W-18

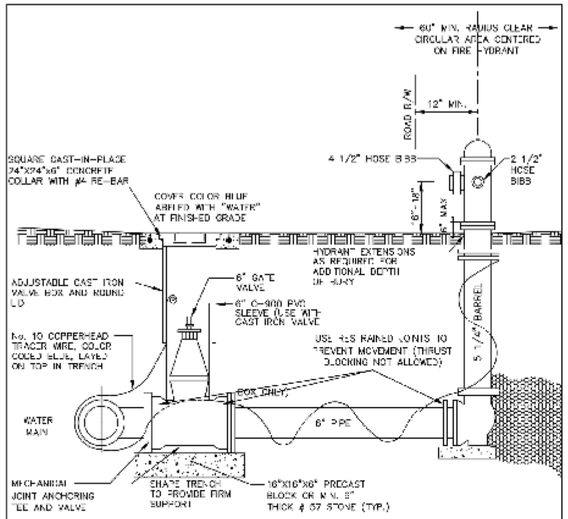


NOTES:

1. ALL AIR RELEASE MANHOLES MUST HAVE MAN HOLE COVERS THAT WILL VENT GASSES.

STANDARD CONSTRUCTION DETAIL
AIR RELEASE VALVE PIT
REV. 12/18

FILE NAME: W19.DWG
DETAIL REF: W-19

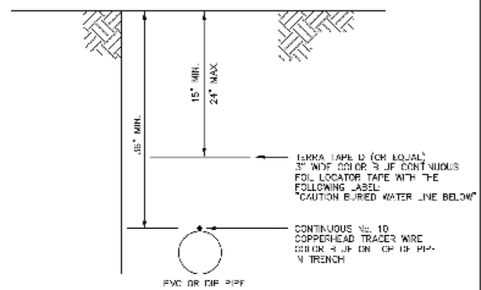


NOTES:

1. HYDRANTS SHALL BE BREAK AWAY TYPE WITH PUMPER NOZZLE FACING STREET.
2. HYDRANTS SHALL BE NON–DRAINING TYPE.
3. HYDRANTS TO BE PAINTED EMERGENCY YELLOW AT MANUFACTURE–EPOXY OR POLYURETHANE
4. HOSE BIBBS TO BE AMERICAN STANDARD THREADS.
5. ADJUSTABLE TRENCH ADAPTOR ASSEMBLY REQUIRED FOR ALL VALVES GREATER THAN 36" DEEP.
6. INSTALL AT SIDE LOT LINES OR AT CORNERS OF ROADWAY INTERSECTIONS (TYP.).
7. ALL OUTSIDE EXPOSED NUTS, BOLTS AND HARDWARE (EXCEPT MECHANICAL BOLTS SUCH AS T" BOLTS) SHALL BE MINIMUM 316 STAINLESS STEEL GRADE.
8. THE INTERNAL UPPER AND LOWER STEM SHALL BE MINIMUM 304 STAINLESS STEEL GRADE.

STANDARD CONSTRUCTION DETAIL
FIRE HYDRANT ASSEMBLY
REV. 12/18

FILE NAME: W20.DWG
DETAIL REF: W-20



NOTE:

1. CONTINUOUS No. 10 COPPERHEAD TRACER WIRE TO BE INSTALLED WITH ALL PIPE. WIRE SHALL BE BROUGHT UP TO GRADE AT ALL VALVES.
2. ALL TRACER WIRES SHALL BE INTERCONNECTED WITH WATER PROOF WIRE NUT CAP OR WITH SIMILAR WATER–PROOF SPLICE KIT AT ANY SPLICE AND WHERE SERVICES CONNECT TO MAINS.
3. A SUCCESSFUL CONTINUITY TEST SHALL BE CONDUCTED AND WITNESSED BY A CITY INSPECTOR AT THE COMPLETION OF TRACER WIRE INSTALLATION.

STANDARD CONSTRUCTION DETAIL
POTABLE WATER LOCATOR TAPE / TRACER WIRE INSTALLATION
REV. 12/18

FILE NAME: W21.DWG
DETAIL REF: W-21

Mead & Hunt

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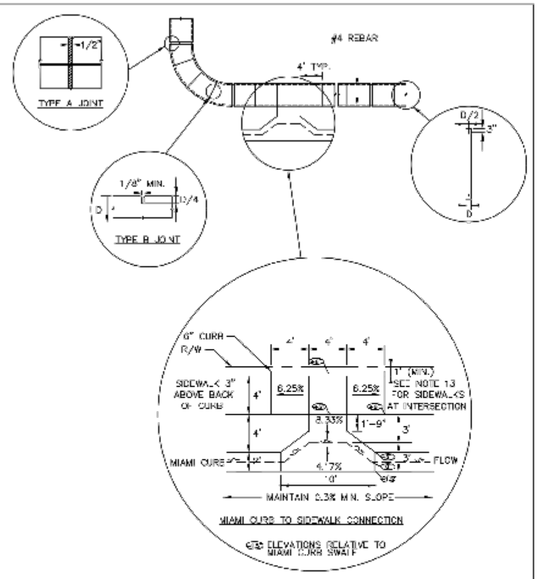
STANDARD CONSTRUCTION DETAILS

SHEET NO.
C-702



STANDARD CONSTRUCTION DETAIL
SIDEWALK CONSTRUCTION REQUIREMENTS

REV. 12/18

FILE NAME: M6.DWG

DETAIL REF: M-6

NOTES:

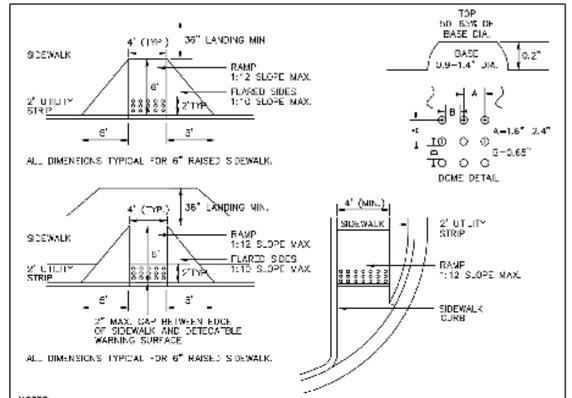
1. ALL CONCRETE SIDEWALKS AND BIKE PATHS IN PUBLIC RIGHT-OF-WAYS, PRIVATE RIGHT-OF-WAYS, COMMON AREAS IN RESIDENTIAL SITES, COMMERCIAL, INDUSTRIAL, INSTITUTIONAL, MULTI-FAMILY OR MIXED-USE SITES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE SPECIFICATIONS LISTED BELOW. EXCEPTION TO THE SPECIFICATIONS BELOW WILL BE FOR PRIVATE RESIDENTIAL SIDEWALKS NOT LOCATED IN A COMMON AREA.
2. SIDEWALKS, BIKE PATHS, RAMPS, AND DRIVEWAY APRONS SHALL BE CONSTRUCTED OF PLAIN PORTLAND CEMENT CONCRETE HAVING A MAXIMUM SLUMP OF 5", A MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 2,500 PSI IN 28 DAYS, AND A MINIMUM UNIFORM THICKNESS OF 4" WHERE INTENDED SOLELY FOR PEDESTRIAN TRAFFIC, AND 6" WHERE MOTOR VEHICLES ARE LIKELY TO CROSS.
3. 2-#4 METAL REINFORCEMENT BARS WITH MINIMUM 6" OVERLAPS SHALL BE INSTALLED LONGITUDINALLY 3" FROM THE EDGE. THE BARS SHALL BE LOCATED AT MID DEPTH OF THE CONCRETE. THE BARS SHALL BE PLACED ON NON-FERROUS SPACERS TO ENSURE REQUIRED SEPARATION FROM SUBGRADE.
5. THE EXISTING SUBGRADE SHALL HAVE ALL ORGANIC, LOOSE, AND DELETERIOUS MATTER REMOVED, AND THE REMAINING CLEAN SOIL AND FILL SHALL BE SMOOTH, SOUND, AND SOLID. THE SUBGRADE SHALL BE COMPACTED TO A MINIMUM 95% DENSITY BASED ON MODIFIED PROCTOR DRY TEST PER AASHTO T-180.
6. ALL CONCRETE WORK IN THE RIGHT-OF-WAY SHALL BE INSPECTED BY THE CITY AFTER THE SUBGRADE IS PREPARED AND THE FORMS ARE SET, BUT BEFORE THE CONCRETE PLACEMENT BEGINS.
7. SIDEWALKS SHALL BE PLACED PARALLEL TO AND 12" WITHIN THE RIGHT-OF-WAY LINE, EXCEPT THAT THE CITY MAY APPROVE DEVIATIONS TO SAVE SPECIMEN TREES PROVIDED THAT THE SIDEWALK REMAINS WITHIN THE RIGHT-OF-WAY OR AN APPROVED SIDEWALK EASEMENT ABUTTING THE RIGHT-OF-WAY IS RECORDED.
8. THE TOP OF THE SIDEWALK PARALLEL WITH CURB AND GUTTER SHALL BE AT AN ELEVATION NO LOWER THAN THE CROWN OF THE ADJACENT ROADWAY AND NO HIGHER THAN 6" ABOVE THE CROWN, UNLESS APPROVED BY THE CITY, TO MAKE A MORE NATURAL TRANSITION WITH THE ADJACENT LAND.
9. THE CONCRETE SURFACE SHALL BE BROOM FINISHED TO BE SLIP RESISTANT AND SHALL MATCH AS CLOSELY AS POSSIBLE THE FINISH OF EXISTING ADJACENT SLABS AND ALL EDGES SHALL BE TOOLED OR EDGED WITH 1/4" RADIUS EDGERS.
10. ISOLATION JOINTS (TYPE A JOINTS) SHALL BE PROVIDED BETWEEN EXISTING CONCRETE OR STRUCTURES AND FRESH CONCRETE, TO SEPARATE PEDESTRIAN SECTIONS FROM SECTIONS WHICH WILL ENCOUNTER VEHICLE TRAFFIC, TO SEPARATE FRESH PLACEMENT FROM CONCRETE WHICH HAS SET FOR MORE THAN 60 MINUTES, AND NO FARTHER APART THAN 100'. JOINT MATERIAL SHALL BE PREFORMED JOINT FILLER MEETING FDOT SPECIFICATIONS.
11. CONTROL JOINTS (TYPE B JOINTS) SHALL BE TOOLED INTO THE FRESH CONCRETE TO A DEPTH EQUAL TO 1/4 THE SLAB THICKNESS, 1/8" WIDTH, AND SPACED APART A DISTANCE EQUAL TO THE WIDTH OF THE SLAB OR 48", WHICHEVER IS GREATEST.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING THE FINISHED SIDEWALK FROM ALL DAMAGE AND VANDALISM UNTIL THE CITY ACCEPTS OR APPROVES THE SIDEWALK, AFTER WHICH TIME THE OWNER OF THE ABUTTING LAND SHALL BE RESPONSIBLE FOR THE SIDEWALK IN ACCORDANCE WITH THE CITY CODE. ANY SIDEWALK SECTION DAMAGED OR VANDALIZED PRIOR TO ACCEPTANCE OR APPROVAL SHALL BE CUT BETWEEN JOINTS AND REPLACED. REPAIRS ARE NOT ACCEPTABLE.
13. SIDEWALKS LOCATED WITHIN THE RIGHT-OF-WAY SHALL NOT BE TINTED, STAINED, COLORED, OR COATED.
14. ALL FORMS SHALL BE REMOVED PRIOR TO ACCEPTANCE OR APPROVAL AND THE DISTURBED GROUND SHALL BE BACKFILLED, RE-GRADED, AND SODDED SO THAT THE WEAR SURFACE OF THE CONCRETE IS REASONABLY FLUSH WITH THE ADJACENT SOIL GRADE.
15. AT INTERSECTIONS WITH SIDEWALK TO MIAMI CURB CONNECTIONS AT EACH CORNER, THE 3" RISE TO SIDEWALK FINAL GRADE WILL BE OMITTED BETWEEN CONNECTIONS.

STANDARD CONSTRUCTION DETAIL
SIDEWALK CONSTRUCTION REQUIREMENTS

REV. 12/18

FILE NAME: M6.DWG

DETAIL REF: M-6.1



NOTES:

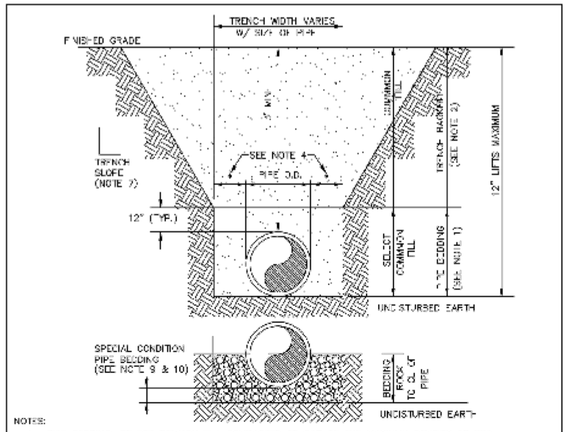
1. RAMP LOCATIONS ARE TO BE COORDINATED WITH AND IN CONFORMANCE WITH CROSSWALK MARKING DETAILS SHOWN IN THE PLANS. RAMPS ARE TO BE CONSTRUCTED AT ALL LOCATIONS SHOWN IN THE PLANS EVEN WHEN A SIDEWALK IS NOT CONSTRUCTED CONCURRENTLY.
2. WHERE THERE IS NO LANDING ON THE TOP OF CURB RAMPS, CURB RAMP FLARES SHALL BE PROVIDED AND SHALL NOT EXCEED MORE THAN 10:12.
3. CURBED RAMPS SUBJECT TO DOT REGULATION CFR 37.21 SHALL HAVE DETECTABLE WARNING SURFACE.
4. ALL RAMPS SHALL BE CONSTRUCTED IN ACCORDANCE WITH FDOT INDEX NO. 304, FOR ADDITIONAL CONFIGURATIONS AND INFORMATION, SEE FDOT SPECIFICATIONS SECTION 527 AND STANDARDS "FOR ACCESSIBILITY REQUIREMENTS USED IN RELATIONS WITH DISABILITIES ACT".
5. PLACE DETECTABLE WARNINGS ACROSS THE FULL WIDTH OF THE RAMP OR LANDING, TO A DEPTH OF 2' MEASURED PERPENDICULAR TO THE CURB LINE AND NO GREATER THAN 5' FROM THE BACK OF THE CURB OR EDGE OF PAVEMENT.
6. IF DETECTABLE WARNINGS ARE SHOWN IN THE PLANS ON SLOPES GREATER THAN 5% ALIGN THE TRUNCATED DOMES WITH THE CENTERLINE OF THE RAMP; OTHERWISE, THE TRUNCATED DOMES ARE NOT REQUIRED TO BE ALIGNED.
7. DETECTABLE WARNING WILL BE WEATHER RESISTANT PRE CAST CONCRETE TILES OR PAVERS OR MATS THAT ARE SURFACE APPLIED TO CONCRETE OR ASPHALT SURFACES WITH ADHESIVE AND MECHANICAL FASTENERS.
8. DETECTABLE WARNING COLOR WILL BE COLONIAL OR BRICK RED ON CONCRETE WALKING SURFACES AND SAFETY OR FEDERAL YELLOW ON ASPHALT WALKING SURFACES.

STANDARD CONSTRUCTION DETAIL
SIDEWALK CURB RAMP

REV. 12/18

FILE NAME: M7.DWG

DETAIL REF: M-7



NOTES:

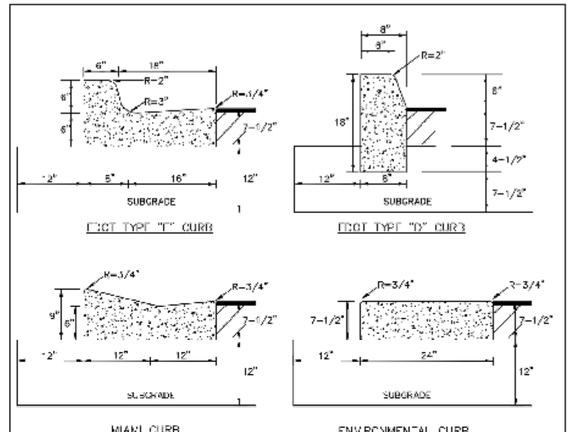
1. PIPE BEDDING: SELECT COMMON FILL COMPACTED TO 95% OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
2. TRENCH BACKFILL: COMMON FILL COMPACTED TO 95% OF THE MAXIMUM DENSITY AS PER AASHTO T-180. 98% DENSITY REQUIRED UNDER DRIVEWAYS, PAVEMENT AND STRUCTURES.
3. PIPE BEDDING UTILIZING SELECT COMMON FILL OR BEDDING ROCK IN ACCORDANCE WITH TYPE "A" BEDDING AND TRENCHING DETAIL MAY BE REQUIRED AS DIRECTED BY THE CITY.
4. (*) 15" MAX. FOR PIPE DIAMETER LESS THAN 24", AND 24" MAX. FOR PIPE DIAMETER 24" AND LARGER.
5. WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION.
6. ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF FLOW.
7. REFER TO OSHA REQUIREMENTS FOR SLOPING, SHEETING AND BRACING IN EXCAVATIONS.
8. FINAL RESTORATION IN IMPROVED AREAS SHALL BE IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS OF GOVERNING AGENCIES. SURFACE RESTORATION WITHIN RIGHT-OF-WAY SHALL COMPLY WITH REQUIREMENTS OF RIGHT-OF-WAY UTILIZATION PERMITS AND ROAD CONSTRUCTION SPECIFICATIONS.
9. GRAVITY SEWERS SHALL UTILIZE BEDDING ROCK WHERE UNSUITABLE MATERIAL EXISTS. BEDDING DEPTH SHALL BE 4" MINIMUM FOR PIPE DIAMETER LESS THAN 15", AND 6" MINIMUM FOR PIPE DIAMETER 15" AND LARGER.
10. DEPTH FOR REMOVAL OF UNSUITABLE MATERIAL SHALL GOVERN DEPTH OF BEDDING ROCK BELOW THE PIPE. CITY SHALL DETERMINE IN THE FIELD REQUIRED REMOVAL OF UNSUITABLE MATERIAL TO REACH SUITABLE FOUNDATION.

STANDARD CONSTRUCTION DETAIL
PIPE BEDDING AND TRENCH

REV. 12/18

FILE NAME: M27.DWG

DETAIL REF: M-27



NOTES:

1. ALL CURBS TO BE CONSTRUCTED WITH CONCRETE 3,000 PSI AT 28 DAYS.
2. 1/2" PRE-MOLDED EXPANSION JOINT REQUIRED EVERY 500'. CURB INLET/CURB SUCTION JOINT REQUIRED EVERY 10' MAXIMUM AND 4' MINIMUM.
3. 1/2" PRE-MOLDED EXPANSION JOINT REQUIRED AT EACH SIDE OF ALL STORM INLET STRUCTURES AND AT ALL RADIUS POINTS.
4. 12" (MIN.) SUBGRADE TO BE STABILIZED TO A MINIMUM LBR 40 AND COMPACTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST.
5. EXPANSION JOINT MATERIAL MUST COVER THE ENTIRE CROSS SECTION OF CURB.
6. HEADER-TYPE CURBS INSTALLED DIRECTLY ON TOP OF PAVEMENT (EXTRUDED CURBS) ARE NOT PERMITTED.
7. ALL ASPHALT AND/OR PAVER DRIVEWAY APRONS LOCATED IN PUBLIC R/W SHALL NOT USE CURBING.

STANDARD CONSTRUCTION DETAIL
STANDARD CURB CONSTRUCTION

REV. 12/18

FILE NAME: R11.DWG

DETAIL REF: R-11

Mead & Hunt

Mead and Hunt, Inc.
4401 Eastport Parkway
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phone: 386-761-6810
meadhunt.com
FL Cert. #26730

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CITY OF PORT ORANGE
RIDGEWOOD WATER MAIN IMPROVEMENTS - FARMBROOK ROAD TO NIVER STREET
PORT ORANGE, FLORIDA

ISSUED
08/03/2020 BID SET PLANS

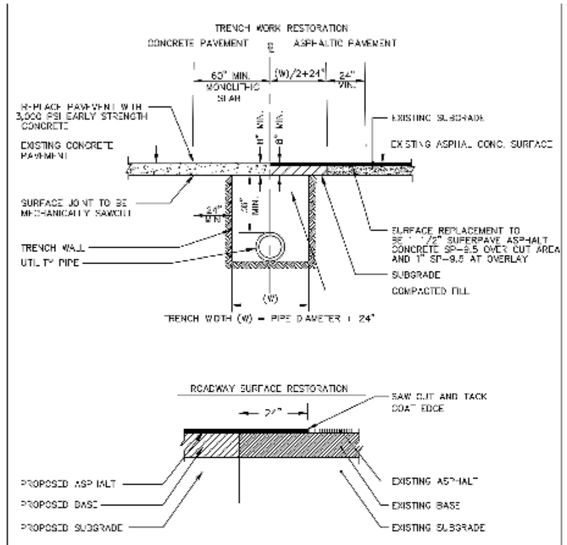
NOT FOR CONSTRUCTION

M&H NO.:	1000715-182458.01
DATE:	August 3, 2020
DESIGNED BY:	AMG
DRAWN BY:	ADK
CHECKED BY:	MCM

DO NOT SCALE DRAWINGS

SHEET CONTENTS
STANDARD CONSTRUCTION DETAILS

SHEET NO.
C-703

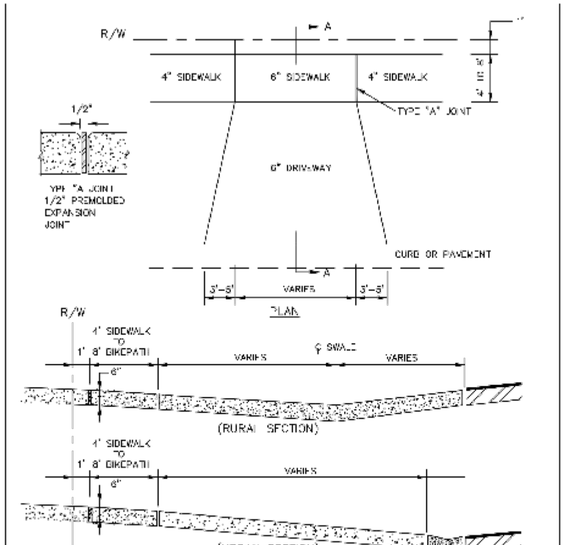


NOTES:

1. PAVING REPLACEMENT SHALL INCLUDE RAISING ALL MANHOLE FRAMES/LIDS AND VALVE BOXES/LIDS, AND SIMILAR APPURTENANCES, TO FINAL ELEVATION PRIOR TO RESURFACING.
3. REPLACEMENT BASE MATERIAL TO BE LIMEROCK OR RECYCLED CONCRETE. BASE AND ANY SUBBASE TO BE COMPACTED TO 98% DENSITY HASHED ON AASHTO T-180 MODIFIED PROCTOR TEST.
4. IN AREAS WHERE CONCRETE PAVEMENT IS TO BE UTILIZED, AREA MUST REMAIN FREE OF VEHICULAR TRAFFIC FOR A MINIMUM OF 3 DAYS.

STANDARD CONSTRUCTION DETAIL
PAVEMENT RESTORATION

FILE NAME: R13.DWG
DETAIL REF: R-13
REV. 12/18



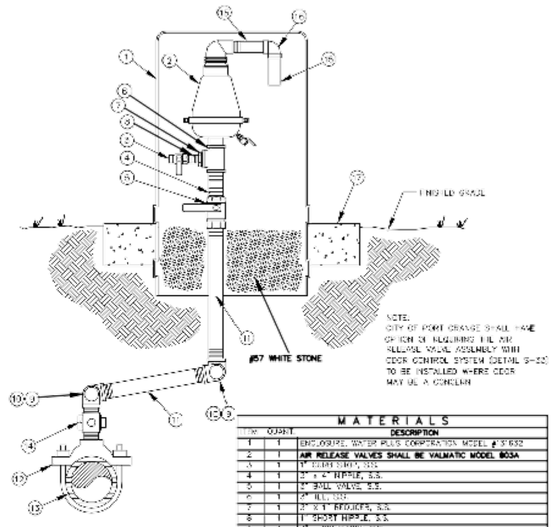
SECTION A-A

NOTES:

1. DRIVEWAY APRON BASE TO BE COMPACTED AND TESTED TO 98% DENSITY WITH MINIMUM LBR 40 BASED ON AASHTO T-180 MODIFIED PROCTOR TEST.
2. DRIVEWAY APRON CONCRETE – 2,500 PSI AT 28 DAY.

STANDARD CONSTRUCTION DETAIL
DRIVEWAY APRON

FILE NAME: R16.DWG
DETAIL REF: R-16
REV. 12/18



NOTE:
CITY OF PORT ORANGE SHALL HAVE OPTION OF INSTALLING ITS OWN RELEASE VALVE ASSEMBLY WITH ODOR CONTROL SYSTEM (DETAIL S-23) TO BE INSTALLED WHERE ODOR MAY BE A CONCERN

NOTE:
VENTED ENCLOSURE TO BE COLOR CODED AS FOLLOWS:

WATER MAIN – BLUE
FORCE MAIN – GREEN
REUSE MAIN – PURPLE

MATERIALS

ITEM	QUANT.	DESCRIPTION
1	1	ENCLOSURE, WATER PLUS CORPORATION, MODEL # 37652
2	1	AIR RELEASE VALVES SHALL BE VALMATIC MODEL 803A
3	1	2" CORP. STOP, BALL
4	1	2" x 4" NIPPLE, S.S.
5	1	2" BALL VALVE, S.S.
6	1	2" ELL, S.S.
7	1	2" X 1" REDUCER, S.S.
8	1	1" SHORT NIPPLE, S.S.
9	4	2" x 90° ELBOW, S.S.
10	2	2" SHORT NIPPLE, S.S.
11	1	2" TYP. CURB STOP W/ KEY
12	1	2" DOUBLE STRAP TAPPING SADDLE, S.S.
13	1	4" & LARGER PIPE, D... OR PVC (DR-18)
14	1	2" COMPRESSION TUBE
15	2	3" PIPE, PVC, LENGTH AS REQUIRED
16	1	2" x 90° ELBOW, PVC
17	1	CONCRETE SLAB AROUND ENCLOSURE

STANDARD CONSTRUCTION DETAIL
STANDARD AIR RELEASE VALVE ASSEMBLY
ABOVE GROUND VERTICAL PIPE LAYOUT

DIRECTIONAL DRILL BIT DIAMETER SIZE REQUIREMENTS

MAXIMUM PILOT OR BACK-REAMER BIT DIAMETER WHEN ROTATED 360 DEGREES	
OUTSIDE PIPE DIAMETER INCHES*	MAXIMUM BIT DIAMETER INCHES
<8	DIAMETER+4
8 TO 24	1.5x DIAMETER
>24	DIAMETER+12
*USE MANUFACTURER'S RECOMMENDATION FOR PIPE WITH RESTRAINED JOINTS	

CHART FROM SECTION 555-3.3 OF F.D.O.T. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2019 EDITION.

NOTE:
MAXIMUM BACK-REAMER SIZE FOR THIS PROJECT IS 10"

LOCATION OF PUBLIC WATER SYSTEM MAINS IN ACCORDANCE WITH F.A.C. RULE 62-555.314

Other Pipe	Horizontal Separation	Crossings (1)	Joint Spacing @ Crossings (Full Joint Centered)
Storm Sewer, Stormwater Force Main, Reclaimed Water (2)	Water Main — 3 ft. minimum	Water Main — 12 inches is the minimum, except for storm sewer, then 6 inches is the minimum and 12 inches is preferred	Alternate 3 ft. minimum — Water Main
Vacuum Sanitary Sewer	Water Main — 10 ft. preferred 3 ft. minimum	Water Main — 12 inches preferred 6 inches minimum	Alternate 3 ft. minimum — Water Main
Gravity or Pressure Sanitary Sewer, Sanitary Sewer Force Main, Reclaimed Water (4)	Water Main — 10 ft. preferred 6 ft. minimum (3)	Water Main — 12 inches is the minimum, except for gravity sewer, then 6 inches is the minimum and 12 inches is preferred	Alternate 6 ft. minimum — Water Main
On-Site Sewage Treatment & Disposal System	10 ft. minimum	---	---

(1) Water main should cross above other pipe. When water main must be below other pipe, the minimum separation is 12 inches.
(2) Reclaimed water regulated under Part III of Chapter 62-610, F.A.C.
(3) 3 ft. for gravity sanitary sewer where the bottom of the water main is laid at least 6 inches above the top of the gravity sanitary sewer.
(4) Reclaimed water not regulated under Part III of Chapter 62-610, F.A.C.

Disclaimer This document is provided for your convenience only. Please refer to F.A.C. Rule 62-555.314 for additional construction requirements.

UTILITY SEPARATION TABLE
N.T.S.

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meadhunt.com
FL Cert. #26730

CITY OF PORT ORANGE
RIDGEWOOD WATER MAIN
IMPROVEMENTS - FARMBROOK
ROAD TO NIVER STREET
PORT ORANGE, FLORIDA

ISSUED
08/03/2020 BID SET PLANS

NOT FOR CONSTRUCTION

M&H NO.: 1000715-182458.01
DATE: August 3, 2020
DESIGNED BY: AMG
DRAWN BY: ADK
CHECKED BY: MCM
DO NOT SCALE DRAWINGS

SHEET CONTENTS
MISCELLANEOUS DETAILS

SHEET NO.
C-704

TABLE OF CONTENTS FOR INDEX 102-000

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1	Table of Contents Temporary Traffic Control Plans
2	Abbreviations
3	Channelizing Devices, Sign Supports
4	Project Information Signs
5	Work Zone Pavement Markings
6	Temporary Raised Pavement Markers
7	Temporary Raised Reflective Pavement Markers
8	Temporary Traffic Control Devices

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102-310	Work on the Shoulder	TA 1, TA 2, TA 3
102-315	Mobile Operations	TA 4, TA 11, TA 12
102-320	Temporary Roadside Closure	TA 13
102-????	Two-Lane Roadway, Lane Closure Using Flaggers	TA 14
102-330	Two Lane Roadway, Lane Closure Using Temporary Traffic Signals	TA 15
102-????	Work on a Sidewalk	TA 16
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102-345	Multilane Roadway, Single Lane Closure	TA 18
102-350	Multilane Roadway, Multiple Lane Closure	TA 19
102-355	Multilane Roadway, Lane Closure and Lane Shift	TA 20
102-????	Multilane Roadway, Temporary Diversion	TA 21
102-365	Limited Access Temporary Opening	N/A
102-????	Traffic Pacing	N/A
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102-????	Temporary Barrier	N/A
102-????	Type III Temporary Barrier System	N/A
102-????	Low Profile Barrier	N/A

TABLE OF CONTENTS

GENERAL NOTES:

1. See the Index for 8" x 11" work zones.

2. See the Plans for Work Zone Signs.

CLEAR ZONE WIDTHS FOR WORK ZONES

Work Zone Speed (mph)	Travel Lanes & Auxiliary Ramps (Feet)	Auxiliary Lanes & Single Lane Ramps (Feet)
≤ 40	10	10
45	14	12
50	16	12
≥ 55	18	12
(2) Where only Curb & Gutter	is Present, Zone at Curb	

CHANNELIZING DEVICE SPACING

Work Zone Speed (mph)	Max. Spacing (feet)			
	Cones or Tubular Markers		Type I Barricades, Type II Barricades, Vertical Panels, or Drums	
	Taper	Tangent	Taper	Tangent
≤ 40	20	40	40	80
≥ 45	40	80	80	160

TAPER LENGTH "L"

Work Zone Speed (mph)	Min. Length (Feet)
≤ 40	L = WS² / 60
≥ 45	L = WS

Where: L = Taper Length (Feet)
W = Width of Offset (Feet)
S = Speed (mph)

COMMON TAPER LENGTHS "L" (FEET)

Work Zone Speed (mph)	Width of Offset (Feet)				
	3	6	12	11	12
20	60	120	240	264	280
25	75	150	300	330	350
30	90	180	360	396	420
35	105	210	420	462	490
40	120	240	480	528	560
45	135	270	540	594	630
50	150	300	600	660	700
55	165	330	660	726	770
60	180	360	720	792	840

BUFFER LENGTH "B"

Work Zone Speed (mph)	Min. Length (Feet)
20	100
25	100
30	100
35	100
40	100
45	120
50	140
55	160
60	180

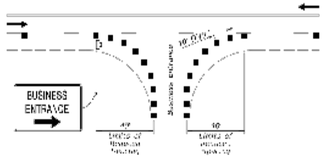
Note: Where Traffic Volume is 2,000 vehicles per hour or greater, the buffer lengths may be increased by approximately 50%.

WORK ZONE SIGN DISTANCE "X"

Road Type	Min. Sign Distance (Feet)
Urban (Developed Areas with Work Zone Speeds ≤ 45 mph)	350
Arterials and Collectors with Work Zone Speeds ≥ 45 mph	500
Limited Access Roadways	1,000

Note: Where traffic volume is 2,000 vehicles per hour or greater, the above values for "X" should be increased by approximately 50%.

TEMPORARY TRAFFIC CONTROL TABLES



BUSINESS SIGN AND CHANNELIZING DEVICE PLACEMENT AT BUSINESS ENTRANCE

NOTES:

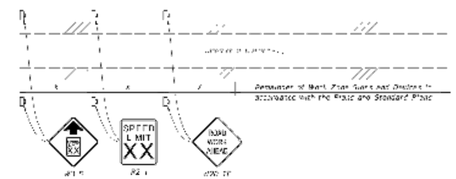
1. Use the Detail when work activities or business entrance operation prevent one normal entrance lane.

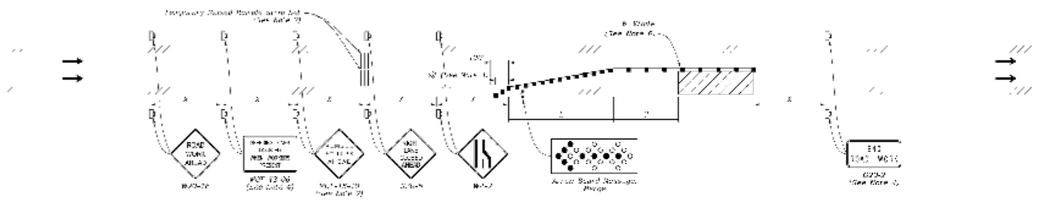
2. For single business entrances, wider than 24'-0" (driveway type), the business owner may be provided with alternate, unmarked entrance. Such may be provided by the business owner. Concurrently, a sign with the message "Business Entrance (or Exit) 700 feet" may be used when approved by the Engineer.

3. Where two or more consecutive signs a reverse curve advisory plaque - Sign D1-2 (W1-6) with the message "Business Entrance (or Exit) 700 feet" may be used at the Engineer's discretion.

SYMBOLS:

- Channelizing Device (See Sheet 3)
- Sign Identification and Direction of Traffic
- D Work Zone Sign


Termination of Work Zone Signs and Devices in accordance with the Plans and Standard Plans
SPEED LIMIT XX
ROAD WORK AHEAD
Sign D1-1
Sign W20-1
Sign W3-5
Sign W1-6
Sign W1-6
Sign W20-1
Sign W3-5



NOTES:

1. L = Taper Length
   W = Buffer Length
   S = Work Zone Sign Distance
   See Index 102-085 for "L" and "S" values.

2. Use temporary rumble strips in accordance with the Plans. If temporary rumble strips are not used, one "Rumble Strips Ahead" sign (W21-3E-48) and associated work zone sign distance, See Index 102-085 for temporary rumble strip details.

3. If the space shoulder is less than 4' in width, omit the taper and channelizing devices from the paved shoulder.

4. Use "Expecting Flies Destroy Wage Workers Program" signs (W21 13-06) and "End Road Work" signs (G20-3) along with associated work zone sign distances may be omitted when the work zone will be in place for 24 hours or less.

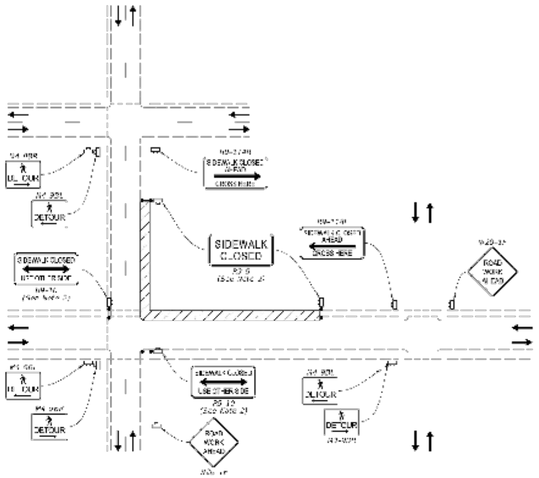
5. Use standard plan of the intersections for work on left side of roadway.

6. Temporary pavement markings may be omitted when the duration is 14 days or less.

SYMBOLS:

- Work Space
- Channelizing Device (See other NOTES).
- Work Zone Sign
- Lane Maintenance and Direction of Traffic
- Arrow Board

LAST REVISION: 11/01/19	DESCRIPTION:	FDOT	FY 2020-21 STANDARD PLANS	MULTILANE ROADWAY, SINGLE LANE CLOSURE	INDEX 102-045	SHEET 1 of 1



PEDESTRIAN DETOUR

NOTES:

1. Detour or discontinue pedestrian traffic where necessary, including closed crosswalks.

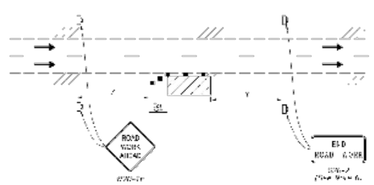
2. Where reasonably safe, accommodate the full width of the normal crosswalk.

3. Pedestrian signals may be disconnected or placed in the "Don't Walk" indication when the crosswalk is closed.

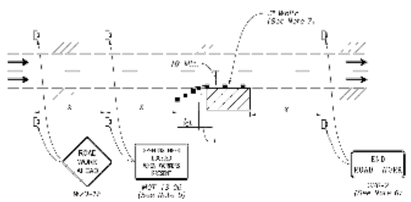
SYMBOLS:

- Work Space
- Work Zone Sign
- Lane Maintenance and Direction of Traffic
- Pedestrian Channelizing Device (post)

LAST REVISION: 11/01/19	DESCRIPTION:	FDOT	FY 2020-21 STANDARD PLANS	WORK ON THE SIDEWALK	INDEX 102-075	SHEET 1 of 2



SHOULDER WORK BETWEEN 2" AND 15" FROM THE TRAVELED WAY
(Multilane Roadway Shown, Two-Lane Roadway Similar)



SHOULDER WORK LESS THAN 2" FROM THE TRAVELED WAY
WITH WORK ZONE SPEED OF 45 MPH OR LESS
(Multilane Roadway Shown, Two-Lane Roadway Similar)

NOTES:

1. L = Taper Length
   W = Work Zone Sign Distance
   See Index 102-085 for "L" and "S" values.

2. Use temporary rumble strips in accordance with the Plans. If temporary rumble strips are not used, one "Rumble Strips Ahead" sign (W21-3E-48) and associated work zone sign distance, See Index 102-085 for temporary rumble strip details.

3. As determined by the Engineer, use a flagger or law officer to accommodate a significant amount of local vehicular traffic and turning movements.

4. For work less than two feet from the traveled way and work zone speed greater than 45 MPH, use a lane closure.

5. Lane taper may be applied on the roadway or shoulder.

6. Use "Expecting Flies Destroy Wage Workers Program" signs (W21 13-06) and "End Road Work" signs (G20-3) along with associated work zone sign distances may be omitted when the work zone will be in place for 24 hours or less.

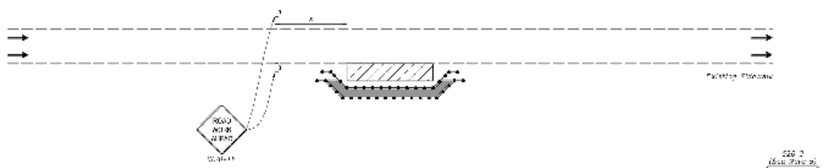
7. Temporary pavement markings may be omitted when the duration is 14 days or less.

SYMBOLS:

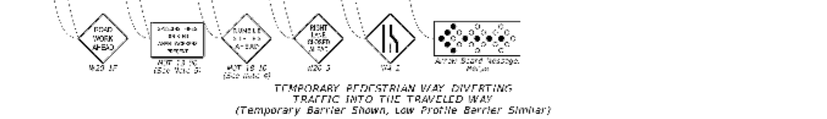
- Work Space
- Channelizing Device (See other NOTES).
- Work Zone Sign
- Lane Maintenance and Direction of Traffic

APPLIES TO TWO-LANE AND MULTILANE ROADWAYS

LAST REVISION: 11/01/19	DESCRIPTION:	FDOT	FY 2020-21 STANDARD PLANS	WORK ON THE SHOULDER	INDEX 102-010	SHEET 1 of 1



TEMPORARY PEDESTRIAN WAY



TEMPORARY PEDESTRIAN WAY DIVERTING
TRAFFIC INTO THE TRAVELED WAY
(Temporary Barrier Shown, Low Profile Barrier Similar)

NOTES:

1. L = Taper Length
   W = Buffer Length
   S = Work Zone Sign Distance
   See Index 102-085 for "L", "S", "W", and channelizing device spacing values.

2. Provide a 5' wide temporary pedestrian way with a pavement cross slope of 2% or less where space restrictions warrant a reduction of 2', provide a 3' - 5' passing space for temporary pedestrian ways less than 5' in width at intervals not to exceed 200'.

3. When temporary pedestrian ways contain curb ramps, meet the requirements of Index 304-001. Detectable warnings are not required for curb ramps providing pedestrian access to the traveled way.

4. Use temporary rumble strips in accordance with the Plans. If temporary rumble strips are not used, one "Rumble Strips Ahead" sign (W21-3E-48) and associated work zone sign distance, See Index 102-085 for temporary rumble strip details.

5. Use "Expecting Flies Destroy Wage Workers Program" signs (W21 13-06) and "End Road Work" signs (G20-3) along with associated work zone sign distances may be omitted when the work zone will be in place for 24 hours or less.

SYMBOLS:

- Work Space
- Channelizing Device (See other NOTES).
- Work Zone Sign
- Lane Maintenance and Direction of Traffic
- Arrow Board
- Crash Cushion
- Pedestrian Channelizing Device (post)
- Temporary Pedestrian Way

LAST REVISION: 11/01/19	DESCRIPTION:	FDOT	FY 2020-21 STANDARD PLANS	WORK ON THE SIDEWALK	INDEX 102-075	SHEET 2 of 2

Mead & Hunt

Mead and Hunt, Inc.
4401 Eastport Parkway
Port Orange, FL 32127
phone: 386-761-6810
meadhunt.com
FL Cert. #26730

CITY OF PORT ORANGE
RIDGEWOOD WATER MAIN
IMPROVEMENTS - FARMBROOK
ROAD TO NIVER STREET
PORT ORANGE, FLORIDA

ISSUED
08/03/2020 BID SET PLANS

NOT FOR CONSTRUCTION

M&H NO.: 1000715-182458.01
DATE: August 3, 2020
DESIGNED BY: AMG
DRAWN BY: ADK
CHECKED BY: MCM
DO NOT SCALE DRAWINGS

SHEET CONTENTS
FDOT TTCP STANDARDS

SHEET NO.
C-802

Addendum No. 1

Consisting of 9 Pages

CITY OF PORT ORANGE
PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5704
purchdiv@port-orange.org

ADDENDUM NO. # 1
December 7, 2020

ITB #20-16 Ridgewood Ave and Farmbrook Rd Watermain Improvements

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To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated November 12, 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:**
   - The permits for this project have been attached for informational purposes only following the Questions and Answers section.

B. **CHANGES TO SPECIFICATIONS:**
   N/A

C. **QUESTIONS AND ANSWERS:**

Question 1: What is the Engineer's estimate for this project?
Answer: The Engineer's estimate is $600,000.00.

Question 2: As per Section 2.02 Pipe under Part 2 – Products of the Section 330507.13 Utility Directional Drilling of the project specifications, is Certa-Lok approved for the horizontal directional drilling portions of the Ridgewood Avenue and Farmbrook Road Watermain Improvements project?
Answer: We do not approve Certa-Lok for the horizontal directional drilling portion of the project.

Question 3: Does the 2" main have to be completely removed or can it be filled with liquid concrete?
Answer: Per Sheets C-201 to C-208, the existing 2" Water Main is to be abandoned with caps installed at all cut locations, not removed.

Michael Hall
Buyer
mhall@port-orange.org

In all other respects, except as specifically stated herein, the subject ITB #20-16 Ridgewood Ave and Farmbrook Rd Watermain Improvements remains unchanged.

END OF ADDENDUM NO. #1

Pages 6 to 29 of the original Addendum No. 1 are duplicative and have been removed from this document. Bid Plans removed can be referenced under EJCDC Agreement Article 9, Section 9.01.A.6. A complete copy of ITB 20-16 Addendum No. 1 is available in the Office of the City Clerk.

FLORIDA DEPARTMENT OF TRANSPORTATION

UTILITY PERMIT

PERMIT NO: 2020-H-591-00215

STATE ROAD INFORMATION

County:	Section:	State Road No:	Beginning Mile Post:	Ending Mile Post:
Volusia	79010000	SR 5	25.549	25.549

APPLICANT INFORMATION

The Utility Agency Owner (UAO) shall be identified in this Applicant Information Box. When the UAO is a City or County and desires to have the Utility Builder make a joint permit applicant, as prescribed in Section 2.1(4) of the 2017 Utility Accommodation Manual (UAM), the Utility Builder shall also be identified in this Applicant Information Box. A Utility Builder alone cannot apply for a utility permit without the City or County adding them as a joint applicant.

Utility Agency/Owner (UAO)

Name: City of Port Orange
Contact Person: City of Port Orange
Address: 1000 City Center Circle
City: Port Orange
State: Florida
Zip: 32129
Telephone: 3865065754
Email: kho@port-orange.org

Utility Builder (only applicable when the UAO is a City or County)

Name:
Contact Person:
Address:
City:
State:
Zip:
Telephone:
Email:

WORK DESCRIPTION

The Applicant(s) requests permission from the Florida Department of Transportation (FDOT) to construct, operate, and maintain the utilities as described below and as depicted in the incorporated documentation.

Construction of 6" potable water main by directional bore and conventional excavation.

Utility Work No:

Additional sheets are attached and are incorporated into this permit Yes ☐ No ☑

For FDEP certification, the FDOT agency report is attached in accordance with UAM Section 2.4.1 (13) Yes ☐ No ☐

TRAFFIC CONTROL (TCP)

☑ The TCP will comply with the following 600 series index(es) 611, 613, 660, 612, 600

☐ A TCP has been attached and incorporated into this permit application in compliance with UAM Section 2.4.2.

MOT Technician's contact information (may be supplied at the two (2) business day notification to FDOT):

Name: TBD Telephone Email:

COMMENCEMENT OF WORK

The UAO and/or Utility Builder shall commence actual construction in good faith within sixty (60) calendar days after approval of the permit application. If the beginning date is more than sixty (60) calendar days from the date of approval, the UAO and/or Utility Builder must review the permit with the FDOT Approving Engineer listed to make sure no changes have occurred to the transportation facility that would affect the permit's continued approval. The UAO and/or Utility Builder shall make good faith efforts to expedite the work and complete the work within the calendar days indicated.

Anticipated Start Date: 10/1/2020

Calendar days needed to completed: 300

Approved
2020-H-591-00215
Yougens Pierre
9/3/2020

Florida Department of Transportation

UTILITY PERMIT

PERMIT NO: 2020-H-591-00215

APPLICANT SIGNATURE

By the below signature(s) the UAO and/or Utility Builder agree(s) to construct, operate, and maintain the work as noted in the above Work Description, shown in plans and incorporated documents, in compliance with the UAM, all instructions noted in the FDOT Special Instructions Box, and special instructions incorporated into this permit. The UAO and/or Utility Builder declares, the location of all existing utilities that it owns or has an interest in, both aerial and underground, are accurately shown on the plans of the work areas. In accordance with UAM Section 2.8, the UAO and/or Utility Builder further declares that a letter of notification was delivered to the owners of other facilities within the work areas and that those listed below are the only facility owners known to be involved or potentially impacted by the proposed work.

Date Notified:	Name of other facility owners (attach additional sheets if necessary).
2/14/2020	AT&T
2/14/2020	Century Link
2/14/2020	Charter
2/14/2020	FPL Distribution
2/14/2020	FPL Transmission

Utility Agency/Owner	Utility Builder (when applicable)
Signature: Junos Reed (digital signature) Date: 8/3/2020	Signature: _____ Date: _____
Name (printed): Junos Reed	Name (printed): _____
Title: _____	Title: _____

FDOT PROJECT INFORMATION

Pursuant to UAM Section 2.1(10), the utility work is within FDOT projects listed below and must have a Utility Work Schedule for each project approved prior to commencement of work within the FDOT project limits:

There are NO FDOT constructions (proposed or underway).
This work is NOT related to an approved Utility Work Schedule.

FDOT SPECIAL INSTRUCTIONS

In accordance with UAM Section 2.7, FDOT incorporates the below and attached special instructions into this permit.

Additional FDOT Special Instructions are attached and incorporated into this permit. Yes ☐ No ☑

PERMIT APPROVAL

By signature below, FDOT gives permission to the UAO and /or Utility Builder to construct, operate, and maintain the utilities indicated in this Utility Permit in compliance with the UAM, all incorporated documents, and special instructions. Any changes to the approved work must be approved by the FDOT's Approving Engineer and attached and incorporated into this permit in accordance with UAM Section 2.11.

Approving Engineer: Yougens Pierre (digital signature) Date: 9/3/2020
Name: Yougens Pierre
Title: MAINTENANCE PROJECT MANAGER III

Notification of Utility Work to be provided to: Telephone (386) 740-3420 ext. _____ or Email: christopher.engels@dot.state.fl.us

An FDOT Representative is required to be present on the worksite prior to commencement of work. Yes ☑ No ☐

Rep. Name: Christopher Engels Telephone 3867403420 Email: christopher.engels@dot.state.fl.us

Approved
2020-H-591-00215
Yougens Pierre
9/3/2020

Florida Department of Transportation

UTILITY PERMIT

PERMIT NO: 2020-H-591-00215

CERTIFICATION

I, the undersigned UAO and/or Utility Builder, hereby CERTIFY that the utilities were constructed and inspected in compliance with the UAM all incorporated documents, and special instructions. Pursuant to UAM Section 2.11, all changes have been approved by the FDOT's Approving Engineer and incorporated into this permit along with all other material certifications, test results, bore logs, approved plans changes, as-built plans or other required documentation.

I also CERTIFY that work began on _____ and was completed on _____ and that the area was left in as good or better condition than when the work began.

Utility Agency/Owner	Utility Builder (when applicable)
Signature: _____ Date _____	Signature:_____ Date _____
Name (printed): _____	Name (printed): _____
Title: _____	Title: _____

FINAL INSPECTION OF WORK

☐ The work was inspected and found to be in non-compliance as noted below:

☐ All issues of non-compliance listed above have been brought into compliance and/or FDOT has no outstanding issues that need to be addressed by the UAO and/or Utility Builder. However, this final inspection does not release the UAO and/or Utility Builder of their continuing responsibilities pursuant to Rule 14-46.001, the UAM, all incorporated documents, and special instructions.

FDOT Inspector: _____ Date: _____

Name: _____

Title: _____

Approved
2020-H-591-00215
Yougens Pierre
9/3/2020

PERMIT NO.: 2020-H-591-00215

STATE ROAD INFORMATION:

NAME OF OTHER FACILITY OWNERS / DATE NOTIFIED:
Facility Name: TECO, Date Notified: 2/14/2020

FDOT PROJECT INFORMATION:
There are NO FDOT constructions (proposed or underway).
This work is NOT related to an approved Utility Work Schedule.

THE WORK WAS INSPECTED AND FOUND TO BE IN NON-COMPLIANCE AS NOTED BELOW:

Approved
2020-H-591-00215
Yougens Pierre
9/3/2020

August 24, 2020

Notification of Acceptance of Use of a General Permit

Permittee:
City of Port Orange
Attn.: Junos Reed, P.E.
Engineering & Construction Mgr.
1395 Dunlawton Ave.
Port Orange, FL 32129
jureed@port-orange.org
andrew.giannini@meadhunt.com

Permit Number:	0128020-379-DSGP
Issue date:	August 24, 2020
Expiration Date:	August 23, 2025
County:	Volusia
Project Name:	City of Port Orange Ridgewood Ave. Water Main Improvements
Water Supplier:	City of Port Orange
PWS ID:	3641044
PWS Type:	Community

Dear Mr. Reed:

On July 26, 2020, the Volusia County Health Department (Department) received a "Notice of Intent to Use the General Permit for Construction of Water Main Extensions for PWSs" [DEP Form No. 62-555.900(7)], under the provisions of Rule 62-4.530 and Chapter 62-555, Florida Administrative Code (F.A.C.). The proposed project includes the construction of approximately 3,593 linear feet (LF) of 6-inch Fusible PVC water main, and 57 LF of 6-inch PVC water main and associated fittings, services, valves, and appurtenances, and 4 hydrants, to replace an undersized water main that is approaching the end of its service life. The new main will connecting to an existing 8-inch water main and an existing 6-inch water main. The project is along Ridgewood Ave., from approximately 700-ft south of Farmbrook St. to Niver St., Port Orange, Volusia County, Florida.

Based upon the submitted Notice and accompanying documentation, this correspondence is being sent to advise that the Department does not object to the use of such general permit at this time. Please be advised that the permittee is required to abide by Rule 62-555.405, F.A.C., all applicable rules in Chapters 62-4, 62-550, 62-555, F.A.C., and the General Conditions for All General Drinking Water Permits (found in 62-4.540, F.A.C.).

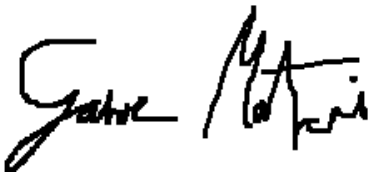
The permittee shall comply with all sampling requirements specific to this project. These requirements are included for review and implementation.

Pursuant to Rule 62-555.345, F.A.C., the permittee shall submit a certification of construction completion [DEP Form No. 62-555.900(9)] to the Department and obtain approval, or clearance, from the Department before placing any water main extension constructed under this general permit into operation for any purpose other than disinfection or testing for leaks.

Within 30 days after the sale or legal transfer of ownership of the permitted project that has not been cleared for service in total by the Department, both the permittee and the proposed permittee shall sign and submit an application for transfer of the permit using Form 62- 555.900(8), F.A.C., with the appropriate fee. The permitted construction is not authorized past the 30-day period unless the permit has been transferred.

This permit will expire five years from the date of issuance. If the project has been started and not completed by that time, a new permit must be obtained before the expiration date in order to continue work on the project, per Rule 62-4.030, F.A.C.

Sincerely,



Gabor T. Matrai, P.E.
Professional Engineer II
Volusia County Health Department

Instructions for Clearing Water Mains

To obtain a clearance from this office, upon completion of the project the following items must be submitted to the Department:

1) Clearance Form
Submission of a fully completed Department of Environmental Protection (DEP) Form 62-555.900(9) "*Certification of Construction Completion and Request for Clearance to Place Permitted PWS Components into Operation"* and a copy of this general permit notification.

2) Record Drawings, if deviations were made
Submission of the portion of record drawings showing deviations from the VCHD construction permit, including preliminary design report or drawings and specifications, if there are any deviations from said permit (Note that it is necessary to submit a copy of only the portion of record drawings showing deviations and not a complete set of record drawings).

3) Bacteriological Results
Copies of satisfactory bacteriological analyses (a.k.a. Water Main Clearance), taken within 60 days of completion of construction, from locations within the distribution system or water main extension to be cleared, in accordance with Rules 62-555.315(6), 62-555.330 and 62-555.340, F.A.C. and American Water Works Association (AWWA) Standard C 651-92 as follows:

- The proposed main at all points of connection to the existing main;
- At all terminal ends of the proposed water mains;
- On straight run of pipes between two isolation valves. The maximum interval between two sampling locations shall be 1,200-ft. Per AWWA C651, no hydrants shall be used for sampling;
- Beginning and end of lines for each segment to be partially completed.

All bacteriological sampling points shall be sampled on two separate days (at least 6 hours apart) with sample point locations and chlorine residual readings ***clearly indicated*** *on the report. A sketch or description of all bacteriological sampling locations must also be provided. Bacteriological sample results will be considered unacceptable if the tests were completed more than 60 days before the Department receives the results.*

For further clarification contact:
Gabor Matrai, P.E. (386) 274-0696
or e-mail at Gabor.Matrai@flhealth.gov

EXHIBIT No. 1

Contractor's Bid Schedule of Unit Prices

Consisting of 2 Pages

"ATTACHMENT 1" ITB 20-16 SCHEDULE OF UNIT PRICING
BID FORM
CITY OF PORT ORANGE
ITB 20-16 Ridgewood Ave and Farmbrook Rd Watermain Improvements

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

Instruction to save Attachment from Demandstar website:
Perform "File Save As" and save spreadsheet to your computer. Fill in pricing in the 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:	51 Site Services, Inc.
CONTACT PERSON:	Rob McLean
EMAIL ADDRESS:	rob@51siteservices.com
AUTHORIZED SIGNATURE:	

ITEM #	DESCRIPTION	QTY	UNIT	TOTAL UNIT COST	EXTENDED COST
A	*PRELIMINARY ITEMS*				
1	Mobilization/Demobilization	1	LS	$ 28,815.00	$ 28,815.00
2	Pre-Construction Video	1	LS	$ 1,540.00	$ 1,540.00
3	Locate & Expose Existing Utilities with Conflict Sketches	1	LS	$ 10,120.00	$ 10,120.00
4	Erosion Control/Turbidity Control	1	LS	$ 1,725.00	$ 1,725.00
				Part A Subtotal	$ 42,200.00
B	*POTABLE WATER SYSTEM*				
1	PVC Water Main (blue) (DR18) (w/all joints restrained)				
	a) 6" AWWA C-900 (436 LF shown) (RJ)	440	LF	$ 36.54	$ 16,077.60
2	Water Main by Horizontal Directional Drill				
	a) 6" C-900 FPVC (3,230 LF shown)	3,400	LF	$ 45.11	$ 153,374.00
3	Resilient Seat Gate Valve & Box (with concrete collars)				
	a) 6"	13	EA	$ 2,255.77	$ 29,325.01
4	Tapping Sleeve				
	a) 8" x 6"	1	EA	$ 3,335.00	$ 3,335.00
5	Insertion Valve/Line Stop				
	a) 6" Insert Valve	1	EA	$ 10,076.00	$ 10,076.00
	b) 8" Insert Valve	1	EA	$ 11,709.50	$ 11,709.50
	c) 2" Line Stop	4	EA	$ 2,932.50	$ 11,730.00
	d) 6" Line Stop	2	EA	$ 4,985.25	$ 9,970.50
	e) 8" Line Stop	1	EA	$ 5,462.50	$ 5,462.50
6	Tie-In (Fittings and Restraints)				
	a) 2" to 6"	1	EA	$ 805.00	$ 805.00
	b) 6" to 6"	3	EA	$ 1,188.33	$ 3,564.99
7	DIP Fittings Add or Delete	3	TN	$ 2,200.00	$ 6,600.00
8	Water Services				

	a) 2"	14	EA	$ 1,995.00	$ 27,930.00
9	Blow Off Assembly	2	EA	$ 1,926.25	$ 3,852.50
10	Water Meter "Cut-Overs"	18	EA	$ 766.67	$ 13,800.06
11	Remove Existing Fire Hydrant Assembly	2	EA	$ 3,306.25	$ 6,612.50
12	Furnish and Install Fire Hydrant Assembly	4	EA	$ 7,877.50	$ 31,510.00
13	2" Temporary Jumper (w/1" service) per parcel	18	EA	$ 2,300.00	$ 41,400.00
14	Cap or Plug, Grout Filling and Abandon Existing Water Main	1	LS	$ 6,497.50	$ 6,497.50
15	Removal of Transite Pipe	1	LS	$ 11,000.00	$ 11,000.00
16	Swab by "Pigging" New Water Main				
	a) 6"	3,670	LF	$ 0.34	$ 1,247.80
17	Unsuitable Material Excavation	100	CY	$ 32.20	$ 3,220.00
18	Bulk Concrete	10	CY	$ 315.00	$ 3,150.00
19	Crushed Rock or Shell Trench Subgrade Material	100	CY	$ 36.80	$ 3,680.00
20	Rock Excavation	10	CY	$ 264.50	$ 2,645.00
				Part B Subtotal	$ 418,575.46
C	*RESTORATION AND GENERAL ITEMS*				
1	Open Cut and Repair Asphalt	150	SY	$ 142.41	$ 21,361.50
2	Concrete Pavement/Sidewalks				
	a) Driveways, 6" thick fibermesh	180	SY	$ 44.72	$ 8,049.60
	b) Sidewalks, 2,500 psi	320	SY	$ 33.24	$ 10,636.80
3	Concrete Curb (0 LF shown)	175	LF	$ 27.60	$ 4,830.00
4	ADA Detectable Surface	40	SF	$ 43.13	$ 1,725.20
5	Furnish and Install Sod				
	a) Bahia	500	SY	$ 6.90	$ 3,450.00
6	Maintenance of Traffic	1	LS	$ 13,500.00	$ 13,500.00
7	Compliance with Florida "Trench Safety Act"	1	LS	$ 2,800.00	$ 2,800.00
8	Layout, As-built and Record Drawing Preparation	1	LS	$ 16,100.00	$ 16,100.00
				Part C Subtotal	$ 82,453.10
				TOTAL BID (Sum of Parts A, B and C)	$ 543,228.56
Confirm the number of calendar days to complete upon receipt of PO:				180	Days
Shall warrant all materials, labor and workmanship for the minimum period of:				1	Years
AWARD: THIS BID WILL BE AWARDED TO THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER					

Affidavit Regarding Workers' Compensation

Consisting of 1 Page

AFFIDAVIT REGARDING WORKERS' COMPENSATION

IMPORTANT

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

State of FLORIDA

County of VOLUSIA

I, Sarah Fishel (51 Site Services, Inc.), 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 SUMMIT Company, under the terms of Policy Number 0196-50630-000 for a period from 03/23, 20 20 to 03/23, 20 21.

WITNESS:

By: [signature]

Name: MIKE LINDERWOOD

CONTRACTOR:

Company: 51 Site Services, Inc.

By: [signature]

Name/Title: Sarah Fishel, VP.

Sworn to and subscribed before me this 11th day of January, 2021.

My Commission Expires: 2/19/23

[signature]

Notary Public

Shelly K. Hodges

Notary Public Printed Name

SHELLY K. HODGES
Notary Public - State of Florida
Commission # GG 271859
My Comm. Expires Feb 19, 2023
Bonded through National Notary Assn.

Leased Employee Affidavit Exhibit

Consisting of 1 Page

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: N/A

Workers' Compensation Carrier: N/A

A.M. Best Rating of Carrier: N/A

Inception Date of Leasing Arrangement: N/A

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: 51 Site services

Signature of Owner/Officer: [signature]

Title: VP Date: 01.11.21

EXHIBIT No. 2

Contractor's Proposal

Consisting of 22 Pages

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

✓ Form 7.2 –Bidder's Acknowledgement Form

✓ Form 7.3 – Addendum and Change Order Procedure Acknowledgement

✓ Form 7.4 – Drug Free/Tie Preference Statement

✓ Form 7.5 – Public Entity Crimes Statement

✓ Form 7.6 – Affidavit of Anti-Collusion

✓ Form 7.7 – Authorized Signatures/Negotiators

✓ Form 7.8 – Statement of Bidder's Qualifications

✓ Form 7.9 – Professional References for Previous Experience

✓ Form 7.10 – List of Subcontractors

✓ Form 7.11 – Certificate as to Corporate Principal

✓ Attachment H – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

✓ Attachment 1 – Bid Proposal

✓ Copy of License (Florida Certified General Contractor, Sunbiz, etc.)

✓ Bid Bond

✓ Submission of one (1) original marked "ORIGINAL" and one (1) digital (CD or flash drive) version in PDF format.

BY: 51 Site Services, Inc.
Name of Business

Authorized Signature

12-17-2020
Date

This document must be completed and returned with your Submittal

FORM 7.2 – BIDDER'S ACKNOWLEDGEMENT FORM

I have carefully examined the Invitation to Bid (ITB), Instructions to Bidders, 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 Bidder/Contractor as its act and deed and that the Bidder/ 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 Bidder interested in said ITB; and that the undersigned executed this Bidder'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):

_____

_____

51 SITE SERVICES, INC.
NAME OF BUSINESS

[signature]
AUTHORIZED SIGNATURE

ROBERT MCLEAN - PROJECT MANAGER
NAME, TITLE, TYPED

47-1152080
FEDERAL IDENTIFICATION #

136 N. ORCHARD ST SUITE A
MAILING ADDRESS

ORMOND BEACH FL 32174
CITY, STATE & ZIP CODE

386-316-0307
TELEPHONE NUMBER / FAX NUMBER

ROB@51SITESERVICES.COM
E-MAIL ADDRESS

STATE OF Florida
COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of X physical presence or ____ online notarization, this 17th day of December, 2020 by Robert McLean, as CEO of 51 Site Service, a _____. He or she is X personally known or ____ produced _____ as identification.

SHELLY K. HODGES
Notary Public - State of Florida
Commission # GG 271859
My Comm. Expires Feb 19, 2023
Bonded through National Notary Assn.

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

This document must be completed and returned with your Submittal

FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

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

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

Addendum # 1 Date: 12/7/20 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:

****

SI SiteServices, Inc.
Name of Business

By: _____
Printed Name: Robert S McLean
Title: Project Manager

STATE OF Florida
COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of X *physical presence or* _____ *online notarization, this* 17th *day of* December, 2020, *by* Robert McLean *who is personally known to me or who produced* _____ *as identification.*

My Commission Expires: 2/19/23

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

SHELLY K. HODGES
Notary Public - State of Florida
Commission # GG 271859
My Comm. Expires Feb 19, 2023
Bonded through National Notary Assn.

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 bidders 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.

GI Site Services, Inc.
Name of Business

By: [signature]
Printed Name: Robert S. McLean
Title: Project Manager

STATE OF Florida
COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of X *physical presence or* _____ *online notarization, this* 17th *day of* December, 20 20, *by* Robert McLean *who is personally known to me or who produced* _____ *as identification.*

My Commission Expires: 2/19/23

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

SHELLY K. HODGES
Notary Public - State of Florida
Commission # GG 271859
My Comm. Expires Feb 19, 2023
Bonded through National Notary Assn.

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 Robert Mclean who, being by me first duly sworn, made the following statement:

1. The business address of GI Site Services, Inc. (name of Offeror or business) is 136 N. Orchard St. (#4) Ormond Beach, FL 32174.

2. My relationship to GI Site Services, Inc. (name of Offeror or business) is CEO (relationship such as sole proprietor, partner, president, vice president).

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.

5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)

7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted bidder 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.)**

GI Site Services, Inc.
Name of Business

By: [signature]
Printed Name: Robert S Mclean
Title: Project Manager

STATE OF Florida
COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of X *physical presence or* _____ *online notarization, this* 17th *day of* December, 2020, *by* Robert Mclean *who is personally known to me or who produced* _____ *as identification.*

My Commission Expires: 2/19/23

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

SHELLY K. HODGES
Notary Public - State of Florida
Commission # GG 271859
My Comm. Expires Feb 19, 2023
Bonded through National Notary Assn.

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 BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDERS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE BIDDERS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: S1 Site Services, Inc.

SIGNED BY: _____

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

PRINTED SIGNATURE: Robert S McLean

TITLE: C.E.O.

ADDRESS: 136 N. Orchard St. (#4) Ormond Beach,

CITY: STATE: FL ZIP CODE: 32174

TELEPHONE: ~~FAX:~~ (386) 235-8992

COMPLETION TIME: 180 Days

F.E.I.N. NUMBER: 47-1152080

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

NO BID (REASON): _____

_____

This document must be completed and returned with your Submittal

FORM 7.7 – AUTHORIZED SIGNATURES/NEGOTIATORS

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

Name	Title	Phone #
Tim Fishel	President	(386)-944-8051
Bob McLean	CEO	(386)316-0307

(Authorized Signature)

ROBERT S MCLEAN

(Print Name of Authorized Signature)

This document must be completed and returned with your Submittal

FORM 7.8 – STATEMENT OF BIDDER'S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.8 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

A. Name of Bidder.
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: $ 30K
O. Give bank reference: SEACOAST BANK - BILL ZIRKELBACH
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 Bidder's Qualifications.

B1 Site Services, Inc.
Name of Business

By: _____
Printed Name: ROBERT SIMMONS
Title: PROJECT

STATE OF Florida
COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of X *physical presence or* _____ *online notarization, this* 17th *day of* December, 2020, *by* Robert McLear *who is personally known to me or who produced* _____ *as identification.*

My Commission Expires: 2/19/23

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

SHELLY K. HODGES
Notary Public - State of Florida
Commission # GG 271859
My Comm. Expires Feb 19, 2023
Bonded through National Notary Assn.

This document must be completed and returned with your Submittal

ITB-WW-20-16

STATEMENT OF BIDDER'S QUALIFICATIONS

A. 51 Site Services, Inc.
B. 136 North Orchard St (Suite 4), Ormond Beach, FL 32174
C. 6/20/2014
D. Florida
E. Six
F. Contracts on hand: see attached WIP

Contract Description	Contract Price	Completion Date
Gold Choice- Palm Coast	$932,527	October 2020
Oakridge Boulevard- Daytona Beach	$1,353,452	October 2020
Midway Medical Center	$65,000	February 2021
Holly Hill – Flomich Riverside Storm	$136,424.82	April 2021
Holly Hill – Lift Station 10	$203,458	May 2021
Port Orange Dairy Queen	$246,986	June 2021

G. We are a Utility Underground company specializing in the installation of water, sewer, and storm systems
H. 1. NO 2.
    1. Earl Johnson – workers comp claim, settled
I. NO
J. Important Project Profile
    a. Martin Luther King Boulevard - $1,145,000 – July 2020
    b. North Western Lineman College - $680,000 – December 2016
    c. Oakridge Boulevard - $1,353,452 – October 2020
K. See attached
L. Experience in Construction work similar in type to this project
M. Principal Background info
    a. Tim Fishel began operating heavy equipment in 2007, gaining experience in commercial and industrial site development including site clearing, mass grading and underground utilities. He opened 51 Site Services in 2014 with his wife Sarah.
    b. Rob McLean has been in the commercial construction industry for fifteen years specializing in commercial development of ground up projects through Florida, Georgia, South Carolina, North Carolina, and Pennsylvania. Rob is a licensed contractor in FL and GA.
N. Credit Available: $30,000
O. Seacoast Bank
P. YES

FORM 7.9 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Bidder proposes that they are 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: Protegroup, Inc.
   Contact Person: Graham Currie
   City, State: Palm Coast, FL
   Telephone Number: 786-566-3631
   Email Address:
   Description of goods or Services provided: (Oak-ridge Project/Daytona) 750LF 16" WM, 700 LF 16" HDD WM, 250LF 12" WM, Other Utilities
   Contract Amount: $1,500,000
   Start/End Date of Contract: 02/20 - Present

2. Company Name: Sunpik, Inc.
   Contact Person: J.P. Thatcher
   City, State: Daytona Beach, FL
   Telephone Number: (813) 750-5104
   Email Address:
   Description of goods or Services provided: (MLK Blvd./Daytona) 12" WM & Road Reconstruction
   Contract Amount: $1,000,000
   Start/End Date of Contract: 07/19 - 08/20

3. Company Name: Fountainhead/Synergy Billing
   Contact Person: Jason Meyer
   City, State: Daytona Beach, FL
   Telephone Number: (386) 451-4469
   Email Address:
   Description of goods or Services provided: Underground Utility Infrastructure & Sitework
   Contract Amount: $ 800,000
   Start/End Date of Contract: 03/19 - 08/19

This document must be completed and returned with your Submittal.

(Form 7.9 – Professional References for Previous Experience Page 2)

LISTING OF PREVIOUS EXPERIENCE

Commercial Client List

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

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

	Contact Name	Phone	Current Client? Y or N	Number of years service provided	Description of service
1	Graham Currie	(716)566-3631	Y	1	Underground Utility See Previous Page
2	JP Thatcher	(813)750-5104	N	1	Underground Utility + Site work
3	Jason Meyer	(386)451-4469	N	1	Underground Utility + Site Work

This document must be completed and returned with your Submittal.

FORM 7.10 – LISTING OF SUBCONTRACTORS

The Bidder 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 **Bidder shall not substitute subcontractors without approval from the City Engineer.** Bidder shall attach additional sheets as necessary.

Subcontractor No. 1

Name: K3 Drilling

Description of Work: Horizontal DD of 6" FPVC

Percent of Contract Price: _____

Previous Experience Together: Yes/No Yes

Subcontractor No. 2

Name: Rangeline Tapping Services

Description of Work: Tapping for Insert Valves & LineStop

Percent of Contract Price: _____

Previous Experience Together: Yes/No Yes

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal

FORM 7.11 – CERTIFICATE AS TO CORPORATE PRINCIPAL

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

Signature

AFFIX CORPORATE SEAL

This document must be completed and returned with your Submittal

ATTACHMENT H

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

Contractor Covered Transactions

(1) The prospective contractor of the Recipient, 51 Site Services Inc, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Recipient's contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

CONTRACTOR:

51 Site Services, Inc

By _____

Signature

Robert S McLean - CEO

Name and Title

136 N. Orchard St #4

Street Address

Ormond Beach, FL, 32174

City, State, Zip

12/17/20

Date

City of Port Orange

Recipient's Name

H0112

Division Contract Number

4283 -86-R

FEMA Project Number

Note: Before contract is executed: Debarment Form – Attachment H
Must be complete by each proposed Bidder/Contractor

This document must be completed and returned with your Submittal

"ATTACHMENT 1" ITB 20-16 SCHEDULE OF UNIT PRICING

BID FORM

CITY OF PORT ORANGE

ITB 20-16 Ridgewood Ave and Farmbrook Rd Watermain Improvements

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

Instruction to save Attachment from Demandstar website:
Perform "File Save As" and save spreadsheet to your computer. Fill in pricing in the 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:	51 Site Services, Inc.
CONTACT PERSON:	Rob McLean
EMAIL ADDRESS:	rob@51siteservices.com
AUTHORIZED SIGNATURE:	

ITEM #	DESCRIPTION	QTY	UNIT	TOTAL UNIT COST	EXTENDED COST
A	*PRELIMINARY ITEMS*				
1	Mobilization/Demobilization	1	LS	$ 28,815.00	$ 28,815.00
2	Pre-Construction Video	1	LS	$ 1,540.00	$ 1,540.00
3	Locate & Expose Existing Utilities with Conflict Sketches	1	LS	$ 10,120.00	$ 10,120.00
4	Erosion Control/Turbidity Control	1	LS	$ 1,725.00	$ 1,725.00
				Part A Subtotal	$ 42,200.00
B	*POTABLE WATER SYSTEM*				
1	PVC Water Main (blue) (DR18) (w/all joints restrained)				
	a) 6" AWWA C-900 (436 LF shown) (RJ)	440	LF	$ 36.54	$ 16,077.60
2	Water Main by Horizontal Directional Drill				
	a) 6" C-900 FPVC (3,230 LF shown)	3,400	LF	$ 45.11	$ 153,374.00
3	Resilient Seat Gate Valve & Box (with concrete collars)				
	a) 6"	13	EA	$ 2,255.77	$ 29,325.01
4	Tapping Sleeve				
	a) 8" x 6"	1	EA	$ 3,335.00	$ 3,335.00
5	Insertion Valve/Line Stop				
	a) 6" Insert Valve	1	EA	$ 10,076.00	$ 10,076.00
	b) 8" Insert Valve	1	EA	$ 11,709.50	$ 11,709.50
	c) 2" Line Stop	4	EA	$ 2,932.50	$ 11,730.00
	d) 6" Line Stop	2	EA	$ 4,985.25	$ 9,970.50
	e) 8" Line Stop	1	EA	$ 5,462.50	$ 5,462.50
6	Tie-In (Fittings and Restraints)				
	a) 2" to 6"	1	EA	$ 805.00	$ 805.00
	b) 6" to 6"	3	EA	$ 1,188.33	$ 3,564.99
7	DIP Fittings Add or Delete	3	TN	$ 2,200.00	$ 6,600.00
8	Water Services				

	a) 2"	14	EA	$ 1,995.00	$ 27,930.00
9	Blow Off Assembly	2	EA	$ 1,926.25	$ 3,852.50
10	Water Meter "Cut-Overs"	18	EA	$ 766.67	$ 13,800.06
11	Remove Existing Fire Hydrant Assembly	2	EA	$ 3,306.25	$ 6,612.50
12	Furnish and Install Fire Hydrant Assembly	4	EA	$ 7,877.50	$ 31,510.00
13	2" Temporary Jumper (w/1" service) per parcel	18	EA	$ 2,300.00	$ 41,400.00
14	Cap or Plug, Grout Filling and Abandon Existing Water Main	1	LS	$ 6,497.50	$ 6,497.50
15	Removal of Transite Pipe	1	LS	$ 11,500.00	$ 11,500.00
16	Swab by "Pigging" New Water Main				
	a) 6"	3,670	LF	$ 0.34	$ 1,247.80
17	Unsuitable Material Excavation	100	CY	$ 32.20	$ 3,220.00
18	Bulk Concrete	10	CY	$ 345.00	$ 3,450.00
19	Crushed Rock or Shell Trench Subgrade Material	100	CY	$ 36.80	$ 3,680.00
20	Rock Excavation	10	CY	$ 264.50	$ 2,645.00
				Part B Subtotal	$ 419,375.46
C	*RESTORATION AND GENERAL ITEMS*				
1	Open Cut and Repair Asphalt	150	SY	$ 142.41	$ 21,361.50
2	Concrete Pavement/Sidewalks				
	a) Driveways, 6" thick fibermesh	180	SY	$ 44.72	$ 8,049.60
	b) Sidewalks, 2,500 psi	320	SY	$ 33.24	$ 10,636.80
3	Concrete Curb (0 LF shown)	175	LF	$ 27.60	$ 4,830.00
4	ADA Detectable Surface	40	SF	$ 43.13	$ 1,725.20
5	Furnish and Install Sod				
	a) Bahia	500	SY	$ 6.90	$ 3,450.00
6	Maintenance of Traffic	1	LS	$ 13,800.00	$ 13,800.00
7	Compliance with Florida "Trench Safety Act"	1	LS	$ 2,875.00	$ 2,875.00
8	Layout, As-built and Record Drawing Preparation	1	LS	$ 16,100.00	$ 16,100.00
				Part C Subtotal	$ 82,828.10
				TOTAL BID (Sum of Parts A, B and C)	$ 544,403.56
Confirm the number of calendar days to complete upon receipt of PO:				180	Days
Shall warrant all materials, labor and workmanship for the minimum period of:				1	Years
AWARD: THIS BID WILL BE AWARDED TO THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER					

Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

MCLEAN, ROBERT STEPHEN

51 SITE SERVICES, INC.
136 N ORCHARD ST SUITE 4
ORMOND BEACH FL 32174

LICENSE NUMBER: CUC1225423

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.

Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

MCLEAN, ROBERT STEPHEN

51 SITE SERVICES, INC.
136 N ORCHARD ST SUITE 4
ORMOND BEACH FL 32174

LICENSE NUMBER: CBC1259950

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.

BID BOND

Bond No.: N/A

KNOW ALL MEN BY THESE PRESENTS that 51 Site Services, Inc., as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 136 N Orchard St, Suite 4, Ormond Beach, FL 32174, Tel.: 386-316-0307, (hereinafter called "PRINCIPAL"), and U.S. Specialty Insurance Company, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 13403 Northwest Freeway, Houston, TX 77040, Tel.: 713-462-1000 (hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel.: (386) 506-5501, (hereinafter called "OBLIGEE" or "CITY"), in the penal sum of Five Percent of Amount Bid---------- dollars and (-------)/100 ($---5%---), lawful money of the United States, for the payment of which sum shall and truly be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated December 17, 2020, for:

Project Name / Bid No.: RIDGEWOOD AVE AND FARMBROOK RD WATERMAIN IMPROVEMENTS/ITB 20-16

Project Address: Ridgewood Ave. and Farmbrook Road, Port Orange, FL 32129

Legal Description: PORTIONS OF RIDGEWOOD AVENUE RIGHT-OF-WAYS FROM APPROXIMATELY NIMEL STREET TO FARMBROOK ROAD PORT ORANGE, FL 32129

Description of Work: Approx. 3900LF of Potable WM Construction including 3400LF of 6" Fusible PVC and approx. 500LF of 6" Installed via Open Cut. Fire Hydrants and Water services as specified

NOW, THEREFORE,

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

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

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals, this 17th day of December, A.D. 2020, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

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

PRINCIPAL: 51 Site Services, Inc.

Signature

Pres.
Corporate Officer & Title

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

WITNESSESS:

SURETY: U.S. Specialty Insurance Company

Attorney-in-Fact (signature)

Jeffrey W. Reich, Attorney-In-Fact
Name & Title

Jeffrey W. Reich, FL Licensed Resident Agent
Name of Local Resident Agent

13403 Northwest Freeway, Houston, TX 77040
City, State, Zip

713-462-1000
Telephone:

A.M. Best No.: 000747 NAIC No. : 29599

ATTEST:

Signature

Susan L. Reich
Corporate Secretary (Affix Corporate Seal)

STATE OF Florida

COUNTY OF Orange

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

Signature of Affiant

Sworn to / Affirmed and subscribed before me this 17th day of December, 2020, by Jeffrey W. Reich, who is personally known to me or who produced N/A as identification.

Notary Public State of Florida
Coralise Medal
My Commission HH 012683
Expires 06/21/2024

NOTARY PUBLIC – STATE OF Florida

Type or print name: Coralise Medal

Commission No.: HH 012683

Commission Expires: 06/21/2024

(Seal)

END OF BID BOND

This document must be completed and returned with your Submittal

U.S. SPECIALTY INSURANCE COMPANY
STATUTORY STATEMENT OF ADMITTED ASSETS,
LIABILITIES, CAPITAL AND SURPLUS *(1)*
December 31, 2018

Admitted Assets		*Liabilities and Capital and Surplus*	
Investments:		Liabilities:	
Fixed Maturities, at amortized cost	1,568,883,702	Unpaid loss and loss adjustment expense	988,770,886
Preferred Stocks	7,209,500	Reinsurance payable on paid losses and loss adjustment expenses	68,484,176
Common stocks	7,384,714	Commission payable	6,936,199
Mortgage loans on real estate - first liens	115,926,433	Accrued expenses	7,337,637
Mortgage loans on real estate - other than first liens	2,564,219	Taxes, licenses, and fees	3,127,589
Cash and short term investments	51,288,561	Current federal income taxes	419,028
Receivable for securities	16,804	Unearned premiums	278,044,656
Total cash and Invested assets:	1,753,273,933	Advance premium	3,968,213
		Dividends to policyholders	290,875
		Ceded reinsurance balance payable	64,962,534
		Funds held under reinsurance treaties	4,265,991
		Amounts withheld or retained for others	11,842
		Provision for reinsurance	1,834,200
		Payable to parent, subsidiaries and affiliates	20,146,196
		Payable for securities	72,776
		Total liabilities	1,448,672,798
Investment income due and accrued	18,542,015		
Premium receivable	221,195,821	Capital and Surplus:	
Recoverable from reinsurers	22,159,063	Capital Stock	4,200,000
Net deferred tax asset	23,530,919	Additional paid-in and contributed capital	190,085,811
Receivable from parent, subsidiaries and affiliates	3,641,963	Unassigned surplus	399,385,105
	289,069,781		593,670,916
Total admitted assets	2,042,343,714	*Total liabilities and capital and surplus*	2,042,343,714

(1) - In accordance with the statutory financial statements as filed on March 1, 2019.

I, Cave J. McKeown III, Chief Financial Officer of U.S. Specialty Insurance Company, hereby certify that to the best of my knowledge and belief, the foregoing is a full and true Statutory Statement of Admitted Assets, Liabilities and Capital and Surplus of the Company as of December 31, 2018, prepared in conformity with accounting practices prescribed or permitted by the Texas Department of Insurance. The foregoing statement should not be taken as a complete statement of financial condition of the Company. Such a statement is available upon written request at the Company's home office located at 13403 Northwest Freeway, Houston, Texas 77040.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation at Houston, Texas.

Cave J. McKeown III
Chief Financial Officer

TOKIO MARINE HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Jeffrey W. Reich, Susan L. Reich, Sarah O'Linn, Robert O'Linn, Kim E. Niv, Teresa L. Durham, Gloria A. Richards or Cheryl Foley of Maitland, Florida

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** ******Twenty Five Million****** Dollars (***25,000,000.00***). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary 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:

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 or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and 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 signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles

By: _____
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (seal)

SONIA O. CARREJO
Notary Public - California
Los Angeles County
Commission # 2239479
My Comm. Expires Apr 23, 2022

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty 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; furthermore, the resolutions of the Boards 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 seals of said Companies at Los Angeles, California this 17th day of December, 2020.

Corporate Seals
Bond No. N/A

Agency No. 11520

Kio Lo, Assistant Secretary

HCCSMANPOA05/2019

visit tmhcc.com/surety for more information

EXHIBIT No. 3

ITB 20-16
RIDGEWOOD AVENUE AND FARMBROOK ROAD
WATERMAIN IMPROVEMENTS

Not attached, on file with City Clerk

Consisting of 408 Pages

City of Port Orange
Public Works and Utilities Department

TO: Jaime Miller, Interim City Manager

THRU: Lynn Stevens, Public Works and Utilities Director
Julia Wiggins, Public Works and Utilities Budget Analyst

FROM: Junos Reed, Engineering and Construction Manager

DATE: January 19, 2021

SUBJECT: Recommend award of ITB 20-16 Ridgewood Ave from Farmbrook Rd to Niver St. Watermain Improvements Project to 51 Site Services, Inc for

REQUEST:
The Public Works & Utilities Department is requesting the City Council award the construction contract to 51 Site Services, Inc. in the amount of $543,228.56 plus an additional $50,000 for unforeseen conditions for a total amount not to exceed $593,228.56.

PURPOSE:
This project is part of Public Utilities continued effort to maintain/upgrade the water distribution system and ensure quality/quantity of potable water to customers.

CONSIDERATION:
The existing water distribution system located along Ridgewood Avenue from Farmbrook Road to Niver Street is undersized for adequate fire protection and nearing the end of it service life cycle. The flow rate capacities have been reduced due to internal pipe tuberculation and undersized pipe which inhibits the promotion of additional businesses along the Ridgewood corridor.

As part of this project, the water mains will be upsized to accommodate additional customers, hydrants will be added to provide adequate fire flow to meet the latest fire protection standards, and new service lines installed. An upgraded water distribution system along this section of Ridgewood will promote redevelopment of this area. This project will consist of replacing and upsizing approximately 2,800 LF of aging 2”

galvanized water distribution mains with 6” PVC pipe, adding fire hydrants, and replacing all existing water services.

The project was bid in accordance with City policy. Five bids were received:

General Underground, Inc.	Chiefland, FL	$ 543,235.00
51 Site Services, Inc.	Ormond Beach, FL	$ 544,403.56
Hazen Construction	New Smyrna Beach, FL	$ 576,120.00
Masci General Contractors, Inc.	Port Orange, FL	$ 646,461.50
DB Civil Construction, LLC	St. Augustine, FL	$1,256,710.00

51 Site Services, Inc. requested and received local preference and provide a best and final price of $543,228.56 making them the apparent low bid. Staff conducted a thorough review of the firms qualifications and recommends award to 51 Site Services, Inc. as the lowest, best responsive bid.

All work is on underground piping, under the sidewalk, and on a state road (Ridgewood). Also in this easement, there are many other utilities occupying the same real estate as Port Orange’s utilities. FPL, ATT, Spectrum, and many other utilities also use this area for underground and overhead services. There exists a great possibility of many unforeseen/unanticipated conflicts and conditions in this work area. Therefore, staff is asking for an additional $50,000 for unforeseen/contingency work that may arise as part of this contract. All additional unforeseen work must be justified and approved in writing by City staff prior to authorization to the contractor. Any unused unforeseen/contingency money would revert back to the Utility Fund Balance.

FUNDING:

This project is part of the Utilities Department Capital Improvement Program for aging infrastructure replacement and approved in the FY21budget.

Fund: 405
Fund Name: Water & Sewer Impact Fee
Cost Center: Water and Sewer System
Program: Water Sewer Distribution
Spend Category: Water - Capital
Current Budget: $600,000.00
Contract Amount: 593,228.56

RECOMMENTATION:

The Public Utilities Department recommends City Council award the construction contract to 51 Site Services, Inc. in the amount of $543,228.56 plus an additional $50,000 for unforeseen conditions for a total amount not to exceed $593,228.56.

ANTICIPATED SCHEDULE:

a) February 16, 2021 Council Approval
b) Notice to Proceed for construction, approximately 60 days after Council Approval
c) The project will be substantially complete 330 days from the Notice to Proceed date and final completion 365 days from Notice to Proceed.

ATTACHMENTS:

1. ITB 20-16 Ridgewood Ave from Farmbrook Rd to Niver St. Watermain Improvements Project Bid Tabulation
2. Mead & Hunt Letter of Recommendation of Award
3. Notice of Intent to Award
4. 51 Site Services, Inc. Bid Submission

OPENING DATE/TIME: December 17, 2020 @ 2:30PM

Bid Tabulation

ITB #20-16 Ridgewood Ave and Farmbrook Rd Watermain Improvements

				51 Site Services, Inc		Hazen Construction, LLC		General Underground, LLC		Masci General Contractor, Inc.		DB Civil Construction, LLC	
				Ormond Beach, FL		New Smyrna Beach, FL		Chiefland, FL		Port Orange, FL		Saint Augustine, FL	
ITEM #	DESCRIPTION	Quantity	Unit of Measure	Total Unit Cost	Extended Cost	Total Unit Cost	Extended Cost	Total Unit Cost	Extended Cost	Total Unit Cost	Extended Cost	Total Unit Cost	Extended Cost
A	***PRELIMINARY ITEMS***												
1	**Mobilization/Demobilization**	1	LS	$ 28,815.00	$ 28,815.00	$ 7,500.00	$ 7,500.00	$ 25,000.00	$ 25,000.00	$ 60,000.00	$ 60,000.00	$ 180,000.00	$ 180,000.00
2	**Pre-Construction Video**	1	LS	$ 1,540.00	$ 1,540.00	$ 2,500.00	$ 2,500.00	$ 10,000.00	$ 10,000.00	$ 1,000.00	$ 1,000.00	$ 1,400.00	$ 1,400.00
3	**Locate & Expose Existing Utilities with Conflict Sketches**	1	LS	$ 10,120.00	$ 10,120.00	$ 7,500.00	$ 7,500.00	$ 10,000.00	$ 10,000.00	$ 15,000.00	$ 15,000.00	$ 16,000.00	$ 16,000.00
4	**Erosion Control/Turbidity Control**	1	LS	$ 1,725.00	$ 1,725.00	$ 6,500.00	$ 6,500.00	$ 10,000.00	$ 10,000.00	$ 7,000.00	$ 7,000.00	$ 15,000.00	$ 15,000.00
				Part A Subtotal	**$ 42,200.00**	**Part A Subtotal**	**$ 24,000.00**	**Part A Subtotal**	**$ 55,000.00**	**Part A Subtotal**	**$ 83,000.00**	**Part A Subtotal**	**$ 212,400.00**
B	***POTABLE WATER SYSTEM***												
1	**PVC Water Main (blue) (DR18) (w/all joints restrained)**												
	a) 6" AWWA C-900 (436 LF shown) (RJ)	440	LF	$ 36.54	$ 16,077.60	$ 95.00	$ 41,800.00	$ 47.25	$ 20,790.00	$ 115.30	$ 50,732.00	$ 200.00	$ 88,000.00
2	**Water Main by Horizontal Directional Drill**												
	a) 6" C-900 FPVC (3,230 LF shown)	3,400	LF	$ 45.11	$ 153,374.00	$ 60.00	$ 204,000.00	$ 47.25	$ 160,650.00	$ 58.70	$ 199,580.00	$ 105.00	$ 357,000.00
3	**Resilient Seat Gate Valve & Box (with concrete collars)**												
	a) 6"	13	EA	$ 2,255.77	$ 29,325.01	$ 1,700.00	$ 22,100.00	$ 1,350.00	$ 17,550.00	$ 1,753.00	$ 22,789.00	$ 2,000.00	$ 26,000.00
4	**Tapping Sleeve**												
	a) 8" x 6"	1	EA	$ 3,335.00	$ 3,335.00	$ 4,100.00	$ 4,100.00	$ 3,500.00	$ 3,500.00	$ 3,369.00	$ 3,369.00	$ 5,000.00	$ 5,000.00
5	**Insertion Valve/Line Stop**												
	a) 6" Insert Valve	1	EA	$ 10,076.00	$ 10,076.00	$ 9,500.00	$ 9,500.00	$ 6,500.00	$ 6,500.00	$ 11,500.00	$ 11,500.00	$ 11,000.00	$ 11,000.00
	b) 8" Insert Valve	1	EA	$ 11,709.50	$ 11,709.50	$ 11,500.00	$ 11,500.00	$ 7,500.00	$ 7,500.00	$ 12,900.00	$ 12,900.00	$ 13,000.00	$ 13,000.00
	c) 2" Line Stop	4	EA	$ 2,932.50	$ 11,730.00	$ 3,000.00	$ 12,000.00	$ 2,500.00	$ 10,000.00	$ 2,500.00	$ 10,000.00	$ 8,575.00	$ 34,300.00
	d) 6" Line Stop	2	EA	$ 4,985.25	$ 9,970.50	$ 4,500.00	$ 9,000.00	$ 5,000.00	$ 10,000.00	$ 6,800.00	$ 13,600.00	$ 8,800.00	$ 17,600.00
	e) 8" Line Stop	1	EA	$ 5,462.50	$ 5,462.50	$ 5,000.00	$ 5,000.00	$ 6,500.00	$ 6,500.00	$ 7,700.00	$ 7,700.00	$ 12,500.00	$ 12,500.00
6	**Tie-In (Fittings and Restraints)**												
	a) 2" to 6"	1	EA	$ 805.00	$ 805.00	$ 2,000.00	$ 2,000.00	$ 3,500.00	$ 3,500.00	$ 2,120.00	$ 2,120.00	$ 2,700.00	$ 2,700.00
	b) 6" to 6"	3	EA	$ 1,188.33	$ 3,564.99	$ 3,900.00	$ 11,700.00	$ 3,500.00	$ 10,500.00	$ 3,900.00	$ 11,700.00	$ 1,870.00	$ 5,610.00
7	**DIP Fittings Add or Delete**	3	TN	$ 2,200.00	$ 6,600.00	$ 4,500.00	$ 13,500.00	$ 1,000.00	$ 3,000.00	$ 7,200.00	$ 21,600.00	$ 10,425.00	$ 31,275.00
8	**Water Services**												
	a) 2"	14	EA	$ 1,995.00	$ 27,930.00	$ 1,750.00	$ 24,500.00	$ 1,500.00	$ 21,000.00	$ 3,390.00	$ 47,460.00	$ 3,500.00	$ 49,000.00
9	**Blow Off Assembly**	2	EA	$ 1,926.25	$ 3,852.50	$ 1,200.00	$ 2,400.00	$ 5,000.00	$ 10,000.00	$ 1,700.00	$ 3,400.00	$ 1,360.00	$ 2,720.00
10	**Water Meter "Cut-Overs"**	18	EA	$ 766.67	$ 13,800.06	$ 750.00	$ 13,500.00	$ 750.00	$ 13,500.00	$ 120.00	$ 2,160.00	$ 200.00	$ 3,600.00
11	**Remove Existing Fire Hydrant Assembly**	2	EA	$ 3,306.25	$ 6,612.50	$ 500.00	$ 1,000.00	$ 200.00	$ 400.00	$ 200.00	$ 400.00	$ 1,135.00	$ 2,270.00
12	**Furnish and Install Fire Hydrant Assembly**	4	EA	$ 7,877.50	$ 31,510.00	$ 5,800.00	$ 23,200.00	$ 5,000.00	$ 20,000.00	$ 5,100.00	$ 20,400.00	$ 4,500.00	$ 18,000.00
13	**2" Temporary Jumper (w/1" service) per parcel**	18	EA	$ 2,300.00	$ 41,400.00	$ 1,200.00	$ 21,600.00	$ 500.00	$ 9,000.00	$ 2,369.00	$ 42,642.00	$ 6,200.00	$ 111,600.00
14	**Cap or Plug, Grout Filling and Abandon Existing Water Main**	1	LS	$ 6,497.50	$ 6,497.50	$ 6,500.00	$ 6,500.00	$ 10,000.00	$ 10,000.00	$ 2,500.00	$ 2,500.00	$ 25,675.00	$ 25,675.00
15	**Removal of Transite Pipe**	1	LS	$ 11,000.00	$ 11,000.00	$ 3,500.00	$ 3,500.00	$ 10,000.00	$ 10,000.00	$ 9,500.00	$ 9,500.00	$ 13,500.00	$ 13,500.00
16	**Swab by "Pigging" New Water Main**												
	a) 6"	3,670	LF	$ 0.34	$ 1,247.80	$ 0.50	$ 1,835.00	$ 1.00	$ 3,670.00	$ 0.35	$ 1,284.50	$ 4.00	$ 14,680.00
17	**Unsuitable Material Excavation**	100	CY	$ 32.20	$ 3,220.00	$ 30.00	$ 3,000.00	$ 10.00	$ 1,000.00	$ 5.00	$ 500.00	$ 55.00	$ 5,500.00
18	**Bulk Concrete**	10	CY	$ 315.00	$ 3,150.00	$ 500.00	$ 5,000.00	$ 350.00	$ 3,500.00	$ 120.00	$ 1,200.00	$ 400.00	$ 4,000.00
19	**Crushed Rock or Shell Trench Subgrade Material**	100	CY	$ 36.80	$ 3,680.00	$ 45.00	$ 4,500.00	$ 10.00	$ 1,000.00	$ 10.00	$ 1,000.00	$ 125.00	$ 12,500.00
20	**Rock Excavation**	10	CY	$ 264.50	$ 2,645.00	$ 575.00	$ 5,750.00	$ 10.00	$ 100.00	$ 5.00	$ 50.00	$ 125.00	$ 1,250.00
				Part B Subtotal	**$ 418,575.46**	**Part B Subtotal**	**$ 462,485.00**	**Part B Subtotal**	**$ 363,160.00**	**Part B Subtotal**	**$ 500,086.50**	**Part B Subtotal**	**$ 868,280.00**
C	***RESTORATION AND GENERAL ITEMS***												
1	**Open Cut and Repair Asphalt**	150	SY	$ 142.41	$ 21,361.50	$ 155.00	$ 23,250.00	$ 100.00	$ 15,000.00	$ 37.20	$ 5,580.00	$ 310.00	$ 46,500.00
2	**Concrete Pavement/Sidewalks**												
	a) Driveways, 6" thick fibermesh	180	SY	$ 44.72	$ 8,049.60	$ 85.00	$ 15,300.00	$ 60.00	$ 10,800.00	$ 59.30	$ 10,674.00	$ 145.00	$ 26,100.00
	b) Sidewalks, 2,500 psi	320	SY	$ 33.24	$ 10,636.80	$ 58.00	$ 18,560.00	$ 55.00	$ 17,600.00	$ 43.20	$ 13,824.00	$ 106.25	$ 34,000.00
3	**Concrete Curb (0 LF shown)**	175	LF	$ 27.60	$ 4,830.00	$ 30.00	$ 5,250.00	$ 50.00	$ 8,750.00	$ 12.20	$ 2,135.00	$ 50.00	$ 8,750.00
4	**ADA Detectable Surface**	40	SF	$ 43.13	$ 1,725.20	$ 35.00	$ 1,400.00	$ 150.00	$ 6,000.00	$ 25.80	$ 1,032.00	$ 92.00	$ 3,680.00
5	**Furnish and Install Sod**												
	a) Bahia	500	SY	$ 6.90	$ 3,450.00	$ 4.75	$ 2,375.00	$ 11.85	$ 5,925.00	$ 2.30	$ 1,150.00	$ 20.00	$ 10,000.00
6	**Maintenance of Traffic**	1	LS	$ 13,500.00	$ 13,500.00	$ 14,500.00	$ 14,500.00	$ 45,000.00	$ 45,000.00	$ 5,000.00	$ 5,000.00	$ 26,000.00	$ 26,000.00
7	**Compliance with Florida "Trench Safety Act"**	1	LS	$ 2,800.00	$ 2,800.00	$ 2,500.00	$ 2,500.00	$ 1,000.00	$ 1,000.00	$ 500.00	$ 500.00	$ 5,500.00	$ 5,500.00
8	**Layout, As-built and Record Drawing Preparation**	1	LS	$ 16,100.00	$ 16,100.00	$ 6,500.00	$ 6,500.00	$ 15,000.00	$ 15,000.00	$ 23,480.00	$ 23,480.00	$ 15,500.00	$ 15,500.00
				Part C Subtotal	**$ 82,453.10**	**Part C Subtotal**	**$ 89,635.00**	**Part C Subtotal**	**$ 125,075.00**	**Part C Subtotal**	**$ 63,375.00**	**Part C Subtotal**	**$ 176,030.00**
				TOTAL BID (Sum of Parts A, B and C)	**$ 543,228.56**	**TOTAL BID (Sum of Parts A, B and C)**	**$ 576,120.00**	**TOTAL BID (Sum of Parts A, B and C)**	**$ 543,235.00**	**TOTAL BID (Sum of Parts A, B and C)**	**$ 646,461.50**	**TOTAL BID (Sum of Parts A, B and C)**	**$ 1,256,710.00**
				Confirm the number of calendar days to complete upon receipt of PO:	180 DAYS	Confirm the number of calendar days to complete upon receipt of PO:	210 DAYS	Confirm the number of calendar days to complete upon receipt of PO:	210 DAYS	Confirm the number of calendar days to complete upon receipt of PO:	365 DAYS	Confirm the number of calendar days to complete upon receipt of PO:	180 DAYS
				Shall warrant all materials, labor and workmanship for the minimum period of:	1 YEAR	Shall warrant all materials, labor and workmanship for the minimum period of:	2 YEARS	Shall warrant all materials, labor and workmanship for the minimum period of:	1 YEAR	Shall warrant all materials, labor and workmanship for the minimum period of:	1 YEAR	Shall warrant all materials, labor and workmanship for the minimum period of:	1 YEAR
	Required Forms Submitted:			YES		YES		YES		YES		YES	
	Bid Bond Submitted:			YES		YES		YES		YES		YES	
	Responsive & Responsible Bidder:			YES		YES		YES		YES		YES	

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

NOTICE OF INTENT TO AWARD

ITB #20-16 Ridgewood Ave and Farmbrook Rd
Watermain Improvements
January 6, 2021

On December 17, 2020, Purchasing received Five (5) bids for ITB #20-16 Ridgewood Ave and Farmbrook Rd Watermain Improvements.

After review of the bids submitted, City Staff has made its recommendation to award to the lowest bidder, 51 Site Services, Inc. of Ormond Beach, FL, for the Total Bid Amount of $543,228.56.

Recommendation to award will be presented for City Council approval on February 16, 2021.

Michael Hall
Buyer

"ATTACHMENT 1" ITB 20-16 SCHEDULE OF UNIT PRICING
BID FORM
CITY OF PORT ORANGE
ITB 20-16 Ridgewood Ave and Farmbrook Rd Watermain Improvements

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

Instruction to save Attachment from Demandstar website:
Perform "File Save As" and save spreadsheet to your computer. Fill in pricing in the 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:	51 Site Services, Inc.
CONTACT PERSON:	Rob McLean
EMAIL ADDRESS:	rob@51siteservices.com
AUTHORIZED SIGNATURE:	

ITEM #	DESCRIPTION	QTY	UNIT	TOTAL UNIT COST	EXTENDED COST
A	*PRELIMINARY ITEMS*				
1	Mobilization/Demobilization	1	LS	$ 28,815.00	$ 28,815.00
2	Pre-Construction Video	1	LS	$ 1,540.00	$ 1,540.00
3	Locate & Expose Existing Utilities with Conflict Sketches	1	LS	$ 10,120.00	$ 10,120.00
4	Erosion Control/Turbidity Control	1	LS	$ 1,725.00	$ 1,725.00
				Part A Subtotal	$ 42,200.00
B	*POTABLE WATER SYSTEM*				
1	PVC Water Main (blue) (DR18) (w/all joints restrained)				
	a) 6" AWWA C-900 (436 LF shown) (RJ)	440	LF	$ 36.54	$ 16,077.60
2	Water Main by Horizontal Directional Drill				
	a) 6" C-900 FPVC (3,230 LF shown)	3,400	LF	$ 45.11	$ 153,374.00
3	Resilient Seat Gate Valve & Box (with concrete collars)				
	a) 6"	13	EA	$ 2,255.77	$ 29,325.01
4	Tapping Sleeve				
	a) 8" x 6"	1	EA	$ 3,335.00	$ 3,335.00
5	Insertion Valve/Line Stop				
	a) 6" Insert Valve	1	EA	$ 10,076.00	$ 10,076.00
	b) 8" Insert Valve	1	EA	$ 11,709.50	$ 11,709.50
	c) 2" Line Stop	4	EA	$ 2,932.50	$ 11,730.00
	d) 6" Line Stop	2	EA	$ 4,985.25	$ 9,970.50
	e) 8" Line Stop	1	EA	$ 5,462.50	$ 5,462.50
6	Tie-In (Fittings and Restraints)				
	a) 2" to 6"	1	EA	$ 805.00	$ 805.00
	b) 6" to 6"	3	EA	$ 1,188.33	$ 3,564.99
7	DIP Fittings Add or Delete	3	TN	$ 2,200.00	$ 6,600.00
8	Water Services				

	a) 2"	14	EA	$ 1,995.00	$ 27,930.00
9	Blow Off Assembly	2	EA	$ 1,926.25	$ 3,852.50
10	Water Meter "Cut-Overs"	18	EA	$ 766.67	$ 13,800.06
11	Remove Existing Fire Hydrant Assembly	2	EA	$ 3,306.25	$ 6,612.50
12	Furnish and Install Fire Hydrant Assembly	4	EA	$ 7,877.50	$ 31,510.00
13	2" Temporary Jumper (w/1" service) per parcel	18	EA	$ 2,300.00	$ 41,400.00
14	Cap or Plug, Grout Filling and Abandon Existing Water Main	1	LS	$ 6,497.50	$ 6,497.50
15	Removal of Transite Pipe	1	LS	$ 11,000.00	$ 11,000.00
16	Swab by "Pigging" New Water Main				
	a) 6"	3,670	LF	$ 0.34	$ 1,247.80
17	Unsuitable Material Excavation	100	CY	$ 32.20	$ 3,220.00
18	Bulk Concrete	10	CY	$ 315.00	$ 3,150.00
19	Crushed Rock or Shell Trench Subgrade Material	100	CY	$ 36.80	$ 3,680.00
20	Rock Excavation	10	CY	$ 264.50	$ 2,645.00
				Part B Subtotal	$ 418,575.46
C	*RESTORATION AND GENERAL ITEMS*				
1	Open Cut and Repair Asphalt	150	SY	$ 142.41	$ 21,361.50
2	Concrete Pavement/Sidewalks				
	a) Driveways, 6" thick fibermesh	180	SY	$ 44.72	$ 8,049.60
	b) Sidewalks, 2,500 psi	320	SY	$ 33.24	$ 10,636.80
3	Concrete Curb (0 LF shown)	175	LF	$ 27.60	$ 4,830.00
4	ADA Detectable Surface	40	SF	$ 43.13	$ 1,725.20
5	Furnish and Install Sod				
	a) Bahia	500	SY	$ 6.90	$ 3,450.00
6	Maintenance of Traffic	1	LS	$ 13,500.00	$ 13,500.00
7	Compliance with Florida "Trench Safety Act"	1	LS	$ 2,800.00	$ 2,800.00
8	Layout, As-built and Record Drawing Preparation	1	LS	$ 16,100.00	$ 16,100.00
				Part C Subtotal	$ 82,453.10
				TOTAL BID (Sum of Parts A, B and C)	$ 543,228.56
Confirm the number of calendar days to complete upon receipt of PO:				180	Days
Shall warrant all materials, labor and workmanship for the minimum period of:				1	Years
AWARD: THIS BID WILL BE AWARDED TO THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER					

LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY FORM

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 20-16

BUSINESS NAME: 51 Site Services, Inc CONTACT PERSON/TITLE: Tim Fishel MAILING ADDRESS: 136 N. Orchard St. (#4)

CITY-STATE-ZIP: Ormond Beach, FL 32174 Length of Time at Address Provided: 2 yrs

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)*: 47-1152080

BUISINESS STRUCTURE: ☑ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship

☐ Other (Specify): _____

PHONE NUMBER (386) 2358992 FAX: _____

EMAIL: tim51site@yahoo.com (or) rob@51siteservices.com

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

ATTESTATION – I understand that:

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

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

51 Site Services, Inc.
Name of Business

By: _____

Printed Name: Robert McLean

Title: Project Manager - CEO

STATE OF Florida
COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of X physical presence or _____ online notarization, this 21 day of December, 2020 by Robert Mclean, as CEO of 51 Site Services, a incorporation. He or she is _____ personally known or X produced FL Driver License as identification.

_____

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Morgan Kelly
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG976101
Expires 4/5/2024

CITY OF PORT ORANGE

Vendor Application and Agreement

City of Port Orange
Attn: Purchasing Division
(386) 506-5718
PurchDiv@port-orange.org
1000 City Center Circle
Port Orange, FL 32129

Please complete the following information:

Name of Individual or Business: 51 Site Services, Inc.

Payment Remit to Name: 51 Site Services, Inc.

Contact Person and Title: Sarah Fishel, VP.

Phone Number: 386-872-1050 **Fax Number:** _____

Email Address: sarah@51siteservices.com or rob@51siteservices.com

Taxpayer Identification Number (TIN): 47-1152080

Tax Classification:

- ☐ Individual/Sole Proprietor/Single Member LLC
- ☐ Partnership
- ☐ Other (Explain) _____
- ☑ S Corporation
- ☐ C Corporation
- ☐ Trust/Estate

Current W-9 Attached (Required) ☑ Yes ☐

Type of Commodity/Services Underground Utilities

Does your company accept Purchasing Cards (i.e. Visa)? ☐ Yes ☑ No

Permanent Address:

Address 136 N. Orchard Street Suite 4
City Ormond Beach State FL Zip Code 32174

Remit to Address (if different from above):

Address _____
City _____ State _____ Zip Code _____

Please inform the Purchasing Division of all address, contact information and insurance changes.

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

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.

2 Business name/disregarded entity name, if different from above

51 Site Services, Inc.

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) ▶ **Municiple Government**

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.

136 N. Orchard St. Suite 4

Requester's name and address (optional)

6 City, state, and ZIP code

Ormond Beach, FL 32174

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

4	7	–	1	1	5	2	0	8	0

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 ▶ [signature] Date ▶ 01.11.21

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.*

AFFIDAVIT REGARDING WORKERS' COMPENSATION

IMPORTANT

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

State of FLORIDA

County of VOLUSIA

I, Sarah Fishel (51 Site Services, Inc.), 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 SUMMIT Company, under the terms of Policy Number 0196-50630-000 for a period from 03/23, 20 20 to 03/23, 20 21.

WITNESS:

By: [signature]

Name: MIKE LINDERWOOD

CONTRACTOR:

Company: 51 Site Services, Inc.

By: [signature]

Name/Title: Sarah Fishel, VP.

Sworn to and subscribed before me this 11th day of January, 2021.

My Commission Expires: 2/19/23

[signature]

Notary Public

Shelly K. Hodges

Notary Public Printed Name

SHELLY K. HODGES
Notary Public - State of Florida
Commission # GG 271859
My Comm. Expires Feb 19, 2023
Bonded through National Notary Assn.

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: N/A

Workers' Compensation Carrier: N/A

A.M. Best Rating of Carrier: N/A

Inception Date of Leasing Arrangement: N/A

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: 51 Site services

Signature of Owner/Officer: [signature]

Title: VP Date: 01.11.21

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/12/2021

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

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

PRODUCER	CONTACT NAME: Denise Larson	
Brown & Brown of Florida, Inc. 220 South Ridgewood Avenue Daytona Beach FL 32114	PHONE (A/C, No, Ext): (386) 239-8864	FAX (A/C, No): (386) 323-9122
	E-MAIL ADDRESS: dlarson@bbdaytona.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Bridgefield Casualty Insurance Company	10335
INSURER B :	XL Specialty Insurance Company	37885
INSURER C :	Rockingham Casualty Company	42595
INSURER D :	Progressive Express Insurance Company	10193
INSURER E :	StarStone National Insurance Company	25496
INSURER F :		

INSURED
51 SITE SERVICES, INC.
136 N ORCHARD ST SUITE 4
ORMOND BEACH FL 32174

COVERAGES **CERTIFICATE NUMBER:** 20-21 **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	
C	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			RFLA21413001	12/13/2020	12/13/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Deductible	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000
D	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			019425580	03/13/2020	03/13/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
E	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			86784W200ALI	05/08/2020	05/08/2021	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		196-50630	03/23/2020	03/23/2021	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	INLAND MARINE			UM00062637MA20A	03/23/2020	03/23/2021	LEASED/RENTED DEDUCTIBLE	$200,000 $1,000

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

RE: ITB 20-16 RIDGEWOOD AVE AND FARMBROOK RD WATERMAIN IMPROVEMENTS
CITY OF PORT ORANGE IS ADDITIONAL INSURED ON THE GENERAL LIABILITY AND AUTO LIABILITY PER FOMS AG1960 0515 & 2366 02/11.
A WAIVER OF SUBROGATION APPLIES IN FAVOR OF THE CERTIFICATE HOLDER ON THE WORKERS COMPENSATION PER FORM WC000313.

CERTIFICATE HOLDER

CITY OF PORT ORANGE
1000 CITY CENTER CIRCLE
PORT ORANGE FL 32129

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

✓ Form 7.2 –Bidder's Acknowledgement Form

✓ Form 7.3 – Addendum and Change Order Procedure Acknowledgement

✓ Form 7.4 – Drug Free/Tie Preference Statement

✓ Form 7.5 – Public Entity Crimes Statement

✓ Form 7.6 – Affidavit of Anti-Collusion

✓ Form 7.7 – Authorized Signatures/Negotiators

✓ Form 7.8 – Statement of Bidder's Qualifications

✓ Form 7.9 – Professional References for Previous Experience

✓ Form 7.10 – List of Subcontractors

✓ Form 7.11 – Certificate as to Corporate Principal

✓ Attachment H – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

✓ Attachment 1 – Bid Proposal

✓ Copy of License (Florida Certified General Contractor, Sunbiz, etc.)

✓ Bid Bond

✓ Submission of one (1) original marked "ORIGINAL" and one (1) digital (CD or flash drive) version in PDF format.

BY: 51 Site Services, Inc.
Name of Business

Authorized Signature

12-17-2020
Date

This document must be completed and returned with your Submittal

FORM 7.2 – BIDDER'S ACKNOWLEDGEMENT FORM

I have carefully examined the Invitation to Bid (ITB), Instructions to Bidders, 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 Bidder/Contractor as its act and deed and that the Bidder/ 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 Bidder interested in said ITB; and that the undersigned executed this Bidder'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):

_____

_____

51 SITE SERVICES, INC.
NAME OF BUSINESS

136 N. ORCHARD ST SUITE 4
MAILING ADDRESS

AUTHORIZED SIGNATURE

ORMOND BEACH FL 32174
CITY, STATE & ZIP CODE

ROBERT MCLEAN - PROJECT MANAGER
NAME, TITLE, TYPED

386-316-0307
TELEPHONE NUMBER / FAX NUMBER

47-1152080
FEDERAL IDENTIFICATION #

ROB@51SITESERVICES.COM
E-MAIL ADDRESS

STATE OF Florida
COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of X physical presence or _____ online notarization, this 17th day of December, 2020 by Robert McLean, as CEO of 51 Site Service, a _____. He or she is X personally known or _____ produced _____ as identification.

SHELLY K. HODGES
Notary Public - State of Florida
Commission # GG 271859
My Comm. Expires Feb 19, 2023
Bonded through National Notary Assn.

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

This document must be completed and returned with your Submittal

FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

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

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

Addendum # 1 Date: 12/7/20 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:

****

51 SiteServices, Inc.
Name of Business

By: _____
Printed Name: Robert S McLean
Title: Project Manager

STATE OF Florida
COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of X *physical presence or* _____ *online notarization, this* 17th *day of* December, 2020, *by* Robert McLean *who is personally known to me or who produced* _____ *as identification.*

My Commission Expires: 2/19/23

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

SHELLY K. HODGES
Notary Public - State of Florida
Commission # GG 271859
My Comm. Expires Feb 19, 2023
Bonded through National Notary Assn.

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 bidders 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.

GI Site Services, Inc.
Name of Business

By: [signature]
Printed Name: ROBERT S. MCLEAN
Title: PROJECT MANAGER

STATE OF Florida
COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of X *physical presence or* _____ *online notarization, this* 17th *day of* December, 20 20, *by* Robert McLean *who is personally known to me or who produced* _____ *as identification.*

My Commission Expires: 2/19/23

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

SHELLY K. HODGES
Notary Public - State of Florida
Commission # GG 271859
My Comm. Expires Feb 19, 2023
Bonded through National Notary Assn.

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 Robert Mclean who, being by me first duly sworn, made the following statement:

1. The business address of GI Site Services, Inc. (name of Offeror or business) is 136 N. Orchard St. (#4) Ormond Beach, FL 32174.

2. My relationship to GI Site Services, Inc. (name of Offeror or business) is CEO (relationship such as sole proprietor, partner, president, vice president).

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.

5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)

7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted bidder 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.)**

GI Site Services, Inc.
Name of Business

By: [signature]
Printed Name: Robert S Mclean
Title: Project Manager

STATE OF Florida
COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of X *physical presence or* _____ *online notarization, this* 17th *day of* December, 2020, *by* Robert Mclean *who is personally known to me or who produced* _____ *as identification.*

My Commission Expires: 2/19/23

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

SHELLY K. HODGES
Notary Public - State of Florida
Commission # GG 271859
My Comm. Expires Feb 19, 2023
Bonded through National Notary Assn.

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 BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDERS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE BIDDERS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: S1 Site Services, Inc.

SIGNED BY: _____

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

PRINTED SIGNATURE: Robert S McLean

TITLE: C.E.O.

ADDRESS: 136 N. Orchard St. (#4) Ormond Beach,

CITY: STATE: FL ZIP CODE: 32174

TELEPHONE: ~~FAX:~~ (386) 235-8992

COMPLETION TIME: 180 Days

F.E.I.N. NUMBER: 47-1152080

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

NO BID (REASON): _____

_____

This document must be completed and returned with your Submittal

FORM 7.7 – AUTHORIZED SIGNATURES/NEGOTIATORS

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

Name	Title	Phone #
Tim Fishel	President	(386)-944-8051
Bob McLean	CEO	(386)316-0307

(Authorized Signature)

ROBERT S MCLEAN

(Print Name of Authorized Signature)

This document must be completed and returned with your Submittal

FORM 7.8 – STATEMENT OF BIDDER'S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.8 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

A. Name of Bidder.
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: $ 30K
O. Give bank reference: SEACOAST BANK - BILL ZIRKELBACH
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 Bidder's Qualifications.

B1 Site Services, Inc.
Name of Business

By: _____
Printed Name: ROBERT SIMPSON
Title: PROJECT

STATE OF Florida
COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of X *physical presence or* _____ *online notarization, this* 17th *day of* December, 2020, *by* Robert McLear *who is personally known to me or who produced* _____ *as identification.*

My Commission Expires: 2/19/23

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

SHELLY K. HODGES
Notary Public - State of Florida
Commission # GG 271859
My Comm. Expires Feb 19, 2023
Bonded through National Notary Assn.

This document must be completed and returned with your Submittal

ITB-WW-20-16

STATEMENT OF BIDDER'S QUALIFICATIONS

A. 51 Site Services, Inc.
B. 136 North Orchard St (Suite 4), Ormond Beach, FL 32174
C. 6/20/2014
D. Florida
E. Six
F. Contracts on hand: see attached WIP

Contract Description	Contract Price	Completion Date
Gold Choice- Palm Coast	$932,527	October 2020
Oakridge Boulevard- Daytona Beach	$1,353,452	October 2020
Midway Medical Center	$65,000	February 2021
Holly Hill – Flomich Riverside Storm	$136,424.82	April 2021
Holly Hill – Lift Station 10	$203,458	May 2021
Port Orange Dairy Queen	$246,986	June 2021

G. We are a Utility Underground company specializing in the installation of water, sewer, and storm systems
H. 1. NO 2.
    1. Earl Johnson – workers comp claim, settled
I. NO
J. Important Project Profile
    a. Martin Luther King Boulevard - $1,145,000 – July 2020
    b. North Western Lineman College - $680,000 – December 2016
    c. Oakridge Boulevard - $1,353,452 – October 2020
K. See attached
L. Experience in Construction work similar in type to this project
M. Principal Background info
    a. Tim Fishel began operating heavy equipment in 2007, gaining experience in commercial and industrial site development including site clearing, mass grading and underground utilities. He opened 51 Site Services in 2014 with his wife Sarah.
    b. Rob McLean has been in the commercial construction industry for fifteen years specializing in commercial development of ground up projects through Florida, Georgia, South Carolina, North Carolina, and Pennsylvania. Rob is a licensed contractor in FL and GA.
N. Credit Available: $30,000
O. Seacoast Bank
P. YES

FORM 7.9 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Bidder proposes that they are 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: Protegroup, Inc.
   Contact Person: Graham Currie
   City, State: Palm Coast, FL
   Telephone Number: 786-566-3631
   Email Address:
   Description of goods or Services provided: (Oakridge Project/Daytona) 750LF 16" WM, 700 LF 16" HDD WM, 250LF 12" WM, Other Utilities
   Contract Amount: $1,500,000
   Start/End Date ofContract: 02/20 - Present

2. Company Name: Sunpik, Inc.
   Contact Person: J.P. Thatcher
   City, State: Daytona Beach, FL
   Telephone Number: (813) 750-5104
   Email Address:
   Description of goods or Services provided: (MLK Blvd./Daytona) 12" WM & Road Reconstruction
   Contract Amount: $1,000,000
   Start/End Date ofContract: 07/19 - 08/20

3. Company Name: Fountainhead/Synergy Billing
   Contact Person: Jason Meyer
   City, State: Daytona Beach, FL
   Telephone Number: (386) 451-4469
   Email Address:
   Description of goods or Services provided: Underground Utility Infrastructure & Sitework
   Contract Amount: $ 800,000
   Start/End Date ofContract: 03/19 - 08/19

This document must be completed and returned with your Submittal.

(Form 7.9 – Professional References for Previous Experience Page 2)

LISTING OF PREVIOUS EXPERIENCE

Commercial Client List

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

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

	Contact Name	Phone	Current Client? Y or N	Number of years service provided	Description of service
1	Graham Currie	(716)566-3631	Y	1	Underground Utility See Previous Page
2	JP Thatcher	(813)750-5104	N	1	Underground Utility + Site work
3	Jason Meyer	(386)451-4469	N	1	Underground Utility + Site Work

This document must be completed and returned with your Submittal.

FORM 7.10 – LISTING OF SUBCONTRACTORS

The Bidder 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 **Bidder shall not substitute subcontractors without approval from the City Engineer.** Bidder shall attach additional sheets as necessary.

Subcontractor No. 1

Name: K3 Drilling

Description of Work: Horizontal DD of 6" FPVC

Percent of Contract Price: _____

Previous Experience Together: Yes/No Yes

Subcontractor No. 2

Name: Rangeline Tapping Services

Description of Work: Tapping for Insert Valves & LineStop

Percent of Contract Price: _____

Previous Experience Together: Yes/No Yes

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal

FORM 7.11 – CERTIFICATE AS TO CORPORATE PRINCIPAL

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

Signature

AFFIX CORPORATE SEAL

This document must be completed and returned with your Submittal

ATTACHMENT H

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

Contractor Covered Transactions

(1) The prospective contractor of the Recipient, 51 Site Services Inc, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Recipient's contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

CONTRACTOR:

51 Site Services, Inc

By _____

Signature

Robert S McLean - CEO

Name and Title

136 N. Orchard St #4

Street Address

Ormond Beach, FL, 32174

City, State, Zip

12/17/20

Date

City of Port Orange

Recipient's Name

H0112

Division Contract Number

4283 -86-R

FEMA Project Number

Note: Before contract is executed: Debarment Form – Attachment H
Must be complete by each proposed Bidder/Contractor

This document must be completed and returned with your Submittal

"ATTACHMENT 1" ITB 20-16 SCHEDULE OF UNIT PRICING

BID FORM

CITY OF PORT ORANGE

ITB 20-16 Ridgewood Ave and Farmbrook Rd Watermain Improvements

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

Instruction to save Attachment from Demandstar website:
Perform "File Save As" and save spreadsheet to your computer. Fill in pricing in the 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:	51 Site Services, Inc.
CONTACT PERSON:	Rob McLean
EMAIL ADDRESS:	rob@51siteservices.com
AUTHORIZED SIGNATURE:	

ITEM #	DESCRIPTION	QTY	UNIT	TOTAL UNIT COST	EXTENDED COST
A	*PRELIMINARY ITEMS*				
1	Mobilization/Demobilization	1	LS	$ 28,815.00	$ 28,815.00
2	Pre-Construction Video	1	LS	$ 1,540.00	$ 1,540.00
3	Locate & Expose Existing Utilities with Conflict Sketches	1	LS	$ 10,120.00	$ 10,120.00
4	Erosion Control/Turbidity Control	1	LS	$ 1,725.00	$ 1,725.00
				Part A Subtotal	$ 42,200.00
B	*POTABLE WATER SYSTEM*				
1	PVC Water Main (blue) (DR18) (w/all joints restrained)				
	a) 6" AWWA C-900 (436 LF shown) (RJ)	440	LF	$ 36.54	$ 16,077.60
2	Water Main by Horizontal Directional Drill				
	a) 6" C-900 FPVC (3,230 LF shown)	3,400	LF	$ 45.11	$ 153,374.00
3	Resilient Seat Gate Valve & Box (with concrete collars)				
	a) 6"	13	EA	$ 2,255.77	$ 29,325.01
4	Tapping Sleeve				
	a) 8" x 6"	1	EA	$ 3,335.00	$ 3,335.00
5	Insertion Valve/Line Stop				
	a) 6" Insert Valve	1	EA	$ 10,076.00	$ 10,076.00
	b) 8" Insert Valve	1	EA	$ 11,709.50	$ 11,709.50
	c) 2" Line Stop	4	EA	$ 2,932.50	$ 11,730.00
	d) 6" Line Stop	2	EA	$ 4,985.25	$ 9,970.50
	e) 8" Line Stop	1	EA	$ 5,462.50	$ 5,462.50
6	Tie-In (Fittings and Restraints)				
	a) 2" to 6"	1	EA	$ 805.00	$ 805.00
	b) 6" to 6"	3	EA	$ 1,188.33	$ 3,564.99
7	DIP Fittings Add or Delete	3	TN	$ 2,200.00	$ 6,600.00
8	Water Services				

	a) 2"	14	EA	$ 1,995.00	$ 27,930.00
9	Blow Off Assembly	2	EA	$ 1,926.25	$ 3,852.50
10	Water Meter "Cut-Overs"	18	EA	$ 766.67	$ 13,800.06
11	Remove Existing Fire Hydrant Assembly	2	EA	$ 3,306.25	$ 6,612.50
12	Furnish and Install Fire Hydrant Assembly	4	EA	$ 7,877.50	$ 31,510.00
13	2" Temporary Jumper (w/1" service) per parcel	18	EA	$ 2,300.00	$ 41,400.00
14	Cap or Plug, Grout Filling and Abandon Existing Water Main	1	LS	$ 6,497.50	$ 6,497.50
15	Removal of Transite Pipe	1	LS	$ 11,500.00	$ 11,500.00
16	Swab by "Pigging" New Water Main				
	a) 6"	3,670	LF	$ 0.34	$ 1,247.80
17	Unsuitable Material Excavation	100	CY	$ 32.20	$ 3,220.00
18	Bulk Concrete	10	CY	$ 345.00	$ 3,450.00
19	Crushed Rock or Shell Trench Subgrade Material	100	CY	$ 36.80	$ 3,680.00
20	Rock Excavation	10	CY	$ 264.50	$ 2,645.00
				Part B Subtotal	$ 419,375.46
C	*RESTORATION AND GENERAL ITEMS*				
1	Open Cut and Repair Asphalt	150	SY	$ 142.41	$ 21,361.50
2	Concrete Pavement/Sidewalks				
	a) Driveways, 6" thick fibermesh	180	SY	$ 44.72	$ 8,049.60
	b) Sidewalks, 2,500 psi	320	SY	$ 33.24	$ 10,636.80
3	Concrete Curb (0 LF shown)	175	LF	$ 27.60	$ 4,830.00
4	ADA Detectable Surface	40	SF	$ 43.13	$ 1,725.20
5	Furnish and Install Sod				
	a) Bahia	500	SY	$ 6.90	$ 3,450.00
6	Maintenance of Traffic	1	LS	$ 13,800.00	$ 13,800.00
7	Compliance with Florida "Trench Safety Act"	1	LS	$ 2,875.00	$ 2,875.00
8	Layout, As-built and Record Drawing Preparation	1	LS	$ 16,100.00	$ 16,100.00
				Part C Subtotal	$ 82,828.10
				TOTAL BID (Sum of Parts A, B and C)	$ 544,403.56
Confirm the number of calendar days to complete upon receipt of PO:				180	Days
Shall warrant all materials, labor and workmanship for the minimum period of:				1	Years
AWARD: THIS BID WILL BE AWARDED TO THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER					

Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

MCLEAN, ROBERT STEPHEN

51 SITE SERVICES, INC.
136 N ORCHARD ST SUITE 4
ORMOND BEACH FL 32174

LICENSE NUMBER: CUC1225423

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.

Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

MCLEAN, ROBERT STEPHEN

51 SITE SERVICES, INC.
136 N ORCHARD ST SUITE 4
ORMOND BEACH FL 32174

LICENSE NUMBER: CBC1259950

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.

BID BOND

Bond No.: N/A

KNOW ALL MEN BY THESE PRESENTS that 51 Site Services, Inc., as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 136 N Orchard St, Suite 4, Ormond Beach, FL 32174, Tel.: 386-316-0307, (hereinafter called "PRINCIPAL"), and U.S. Specialty Insurance Company, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 13403 Northwest Freeway, Houston, TX 77040, Tel.: 713-462-1000 (hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel.: (386) 506-5501, (hereinafter called "OBLIGEE" or "CITY"), in the penal sum of Five Percent of Amount Bid---------- dollars and (-------)/100 ($ ---5%---), lawful money of the United States, for the payment of which sum shall and truly be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated December 17, 2020, for:

Project Name / Bid No.: RIDGEWOOD AVE AND FARMBROOK RD WATERMAIN IMPROVEMENTS/ITB 20-16

Project Address: Ridgewood Ave. and Farmbrook Road, Port Orange, FL 32129

Legal Description: PORTIONS OF RIDGEWOOD AVENUE RIGHT-OF-WAYS FROM APPROXIMATELY NIMEL STREET TO FARMBROOK ROAD PORT ORANGE, FL 32129

Description of Work: Approx. 3900LF of Potable WM Construction including 3400LF of 6" Fusible PVC and approx. 500LF of 6" Installed via Open Cut. Fire Hydrants and Water services as specified

NOW, THEREFORE,

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

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

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals, this 17th day of December, A.D. 2020, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

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

PRINCIPAL: 51 Site Services, Inc.

Signature

Pres.
Corporate Officer & Title

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

WITNESSESS:

SURETY: U.S. Specialty Insurance Company

Attorney-in-Fact (signature)

Jeffrey W. Reich, Attorney-In-Fact
Name & Title

Jeffrey W. Reich, FL Licensed Resident Agent
Name of Local Resident Agent

13403 Northwest Freeway, Houston, TX 77040
City, State, Zip

713-462-1000
Telephone:

A.M. Best No.: 000747 NAIC No. : 29599

ATTEST:

Signature

Susan L. Reich
Corporate Secretary (Affix Corporate Seal)

STATE OF Florida

COUNTY OF Orange

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

Signature of Affiant

Sworn to / Affirmed and subscribed before me this 17th day of December, 2020, by Jeffrey W. Reich, who is personally known to me or who produced N/A as identification.

Notary Public State of Florida
Coralise Medal
My Commission HH 012683
Expires 06/21/2024

NOTARY PUBLIC – STATE OF Florida

Type or print name: Coralise Medal

Commission No.: HH 012683

Commission Expires: 06/21/2024

(Seal)

END OF BID BOND

This document must be completed and returned with your Submittal

U.S. SPECIALTY INSURANCE COMPANY
STATUTORY STATEMENT OF ADMITTED ASSETS,
LIABILITIES, CAPITAL AND SURPLUS *(1)*
December 31, 2018

Admitted Assets		*Liabilities and Capital and Surplus*	
Investments:		Liabilities:	
Fixed Maturities, at amortized cost	1,568,883,702	Unpaid loss and loss adjustment expense	988,770,886
Preferred Stocks	7,209,500	Reinsurance payable on paid losses and loss adjustment expenses	68,484,176
Common stocks	7,384,714	Commission payable	6,936,199
Mortgage loans on real estate - first liens	115,926,433	Accrued expenses	7,337,637
Mortgage loans on real estate - other than first liens	2,564,219	Taxes, licenses, and fees	3,127,589
Cash and short term investments	51,288,561	Current federal income taxes	419,028
Receivable for securities	16,804	Unearned premiums	278,044,656
Total cash and Invested assets:	1,753,273,933	Advance premium	3,968,213
		Dividends to policyholders	290,875
		Ceded reinsurance balance payable	64,962,534
		Funds held under reinsurance treaties	4,265,991
		Amounts withheld or retained for others	11,842
		Provision for reinsurance	1,834,200
		Payable to parent, subsidiaries and affiliates	20,146,196
		Payable for securities	72,776
		Total liabilities	1,448,672,798
Investment income due and accrued	18,542,015		
Premium receivable	221,195,821	Capital and Surplus:	
Recoverable from reinsurers	22,159,063	Capital Stock	4,200,000
Net deferred tax asset	23,530,919	Additional paid-in and contributed capital	190,085,811
Receivable from parent, subsidiaries and affiliates	3,641,963	Unassigned surplus	399,385,105
	289,069,781		593,670,916
Total admitted assets	2,042,343,714	*Total liabilities and capital and surplus*	2,042,343,714

(1) - In accordance with the statutory financial statements as filed on March 1, 2019.

I, Cave J. McKeown III, Chief Financial Officer of U.S. Specialty Insurance Company, hereby certify that to the best of my knowledge and belief, the foregoing is a full and true Statutory Statement of Admitted Assets, Liabilities and Capital and Surplus of the Company as of December 31, 2018, prepared in conformity with accounting practices prescribed or permitted by the Texas Department of Insurance. The foregoing statement should not be taken as a complete statement of financial condition of the Company. Such a statement is available upon written request at the Company's home office located at 13403 Northwest Freeway, Houston, Texas 77040.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation at Houston, Texas.

Cave J. McKeown III
Chief Financial Officer

TOKIO MARINE HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Jeffrey W. Reich, Susan L. Reich, Sarah O'Linn, Robert O'Linn, Kim E. Niv, Teresa L. Durham, Gloria A. Richards or Cheryl Foley of Maitland, Florida

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** ******Twenty Five Million****** Dollars (***25,000,000.00***). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary 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:

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 or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and 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 signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles

By: _____
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (seal)

SONIA O. CARREJO
Notary Public - California
Los Angeles County
Commission # 2239479
My Comm. Expires Apr 23, 2022

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty 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; furthermore, the resolutions of the Boards 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 seals of said Companies at Los Angeles, California this 17th day of December, 2020.

Corporate Seals
Bond No. N/A

Agency No. 11520

Kio Lo, Assistant Secretary

HCCSMANPOA05/2019

visit tmhcc.com/surety for more information

Mead & Hunt
4401 Eastport Parkway
Port Orange, FL 32127
386-761-6810

January 5, 2021

Junos Reed, P.E.
Public Works and Utilities Construction Manager
City of Port Orange
1000 City Center Circle
Port Orange, Florida

Subject: South Ridgewood Ave Water Main Improvements – Farmbrook to Niver, ITB #20-16 Award Recommendation

Dear Junos,

The City received five (5) bids on the above referenced project on December 17, 2020. Per the City's Purchasing Department, all bids were deemed responsive and responsible.

According to the Purchasing Department's bid review and tabulation, the lowest, responsive bidder was General Underground, LLC of Chiefland, Florida, with a low bid in the amount of $543,235.00. The apparent second and third low bids were submitted by 51 Site Services of Ormond Beach, and Hazen Construction of New Smyrna Beach, with bids of $544,403.56 and $576,120.00, respectively. We understand that the City has allowed 51 Site Services to submit a revised bid of $543,228.56 utilizing the local preference policy, therefore making 51 Site Services the low bidder.

According to their bid submittal, 51 Site Services appears to have included the required submitted information per the City's solicitation and appear to be a qualified contractor. They intend to utilize a subcontractor to perform the most critical work which is the horizontal directional drilling of the 6-inch water main. 51 Site Services has been in business since 2014 but has limited municipal utility construction experience per their submitted project references. 51 Site Services has an active State Underground Utility Contractor's license with no active complaints.

General Underground is well known to the City and our firm and intends to self-perform the majority of the underground utility work including the horizontal directional drilling of the 6-inch water main. They have recently successfully completed the South Commonwealth Water Main Replacement project for the City. They are also successfully finishing a similar project designed by our firm for the City of Deltona, installing reclaimed water main via the directional drilling method. General Underground has an active State Underground Utility Contractors license with no active complaints.

It is our opinion that General Underground is the most qualified of the two contractors based in their submitted information and our experience with each contractor. Due to the minor price differential between the bids and the understood option of the City to utilize the local preference policy, the City may wish to consider the contractors' qualification level and amount of self-performed work for the bid award.

Thank you for this opportunity to continue to be of service. Please contact our office if you there are any questions.

Sincerely,

MEAD & HUNT, Inc.

Andrew M. Giannini, P.E
Senior Project Manager/Associate

Copy: David King, P.E., Mead & Hunt
John Mischle, Mead & Hunt

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 2/16/2021

Consent item: Yes

SUBJECT: (B7b) Approval of Change Order No. 1 to the Standard Contract for Services CA7258 with Gregory Construction Inc. relating to citywide Stormwater Improvement Project

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Change Order 1 to the Standard Contract for Services (CA7258) with Gregori Construction, Inc. for services relating to additional gravity sewer main repairs, for an additional $5,175. and an additional three (3) days of contract time for a revised contract amount of $554,975.

SUMMARY: On August 4, 2020, the City entered into a Standard Contract for Services (CA7258 with Gregori Construction, Inc. to provide citywide stormwater improvements.The contract listed six (6) areas of the stormwater system to be repaired.

While exposing the existing underground stormwater piping in preparation to perform the work on Alexander Avenue, an 8” gravity sewer main was discovered, not shown on the current maps. The pipe was deformed (developed a belly) and not functioning properly as a gravity main. This most likely occurred when the roadway washed out after heavy rainfall and washed away the support dirt under the pipe. This requested change order is to repair the sanitary sewer main while the contractor is already working in the area to save time and money. Additional expenses if work is not performed during this contract include restoration/ repaving the area of the repair, mobilization/demobilization costs, and additional inconvenience to the neighborhood for a second construction activity.

Change Order No 1 to the Standard Contract for Services (CA7258) is for the amount of $5,175, for a total revised contract amount not to exceed $554,975. An additional three (3) days will be added to the final completion. This will move the final completion date from November 30, 2021 to December 3, 2021.

Project No.: UR H001	Funding Account No.: Fund: 401 - Water and Sewer Syswtem, Cost Center: Water and Sewer, Program: Water Sewer Distribution, Spend Category: Sewage - Capital, Additional Work Tag: URH001

Presenter: Lynn Stevens

ATTACHMENTS:

1.	Change Order 1 - Gregory Construction	Change Order 1 - Gregory

		Construction.pdf
2.	2020 Citywide Stormwater Improvements Project - GCI - Proposed Change Order No 1	2020 Citywide Stormwater Improvements Project - GCI - Proposed Change Order No 1.pdf
3.	Notice to Proceed	Notice to Proceed.pdf
4.	Time Calculation	Time Calculation .pdf
5.	Gregory Construction Executed Contract CA7258	Gregory Construction Executed Contract CA7258.pdf
6.	Department Justification Memo - Gregori Construction CO1	Department Justification Memo -Gregori Construction CO1.docx

Julia Wiggins	Created/Initiated - 1/15/2021
Kynah Cockcroft	Approved - 1/15/2021
Richard Colby	Approved - 1/15/2021
Junos Reed	Approved - 1/18/2021
Steve Parnell	Approved - 1/18/2021
Lynn Stevens	Approved - 1/22/2021
Lupe Reyna-Coffin	Approved - 1/26/2021
Scott Neils	Approved - 1/27/2021
Matthew Jones	Approved - 2/1/2021
Jamie Miller	Approved - 2/3/2021
Robin Fenwick	Final Approval - 2/3/2021

CHANGE ORDER NO. 1
To the Standard Contract for Services, dated August 4, 2020
GREGORI CONSTRUCTION, INC. Contractor

Project: ITB 20-01 City Wide Stormwater Improvements

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	**CHANGE IN CONTRACT TIMES**:
Original Contract Price: $549,800	Original Contract Times: Substantial Completion: 335 days (NTP November 30, 2020) Final Completion: 365 days (November 30, 2021)
Net changes from previous Change Order: No. __: $ N/A	Changes in contract time from previous Change Orders: No. __: N/A
Contract Price prior to this Change Order: $549,800	Contract Completion Date prior to this Change Order: Final Completion November 30, 2021
Net Increase (decrease) of this Change Order: No. 1 $5,175	Changes in contract time requested this Change Order: No. 1: 3 days
Contract Price with all approved Change Orders: $554,975	Contract Times with all approved Change Orders: Final Completion: December 3, 2021

CHANGES ORDERED:

I. GENERAL: This Change Order is necessary to cover changes in the work to be performed under the Standard Contract for Services entered into by and between the parties on August 4, 2020.

II. REQUIRED CHANGES: To provide additional spending authority to cover the cost to replace 60 feet of 6" gravity sewer line on Alexander Avenue and to add an additional three (3) days to the Final Completion date. The additional cost is $5,175 and the revised Final Completion date will be changed to December 3, 2021. No goods shall be delivered, nor services commenced hereunder until this Change Order has been fully executed by all parties.

III. JUSTIFICATION: Change Order No 1 will allow additional spending authority to pay for unforeseen repairs and to add additional time to move the final completion date.

IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of the Standard Contract for Service subject to a limit up to but not to exceed $5,175.00, for a revised agreement amount not to exceed $554,975.00. 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:
JUNOS REED, P.E.
Department Project Manager

By:_____
Junos Reed, P.E., Engineering and Construction Manager

Date Signed:_____

ACCEPTED BY:
GREGORI CONSTRUCTION, INC.
Contractor

By:_____
Andrew M. Gregori, Vice President

Date Signed:_____

RECOMMENDED BY:
N/A
City's Representative

By:_____
Printed Name:_____
Title:_____

Date Signed:_____

RECOMMENDED BY:
N/A
Engineer of Record

By:_____
Printed Name:_____
Title:_____

Date Signed:_____

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By:_____
Lynn Stevens, Public Works & Utilities Director

Date Signed:_____

City Manager

By:_____
Jamie L. Miller, Interim City Manager

Date Signed:_____

If Council approval is required:

By:_____
Donald O. Burnette, Mayor

Date Signed:_____

Affirmed:

_____
Robin L. Fenwick, MMC, City Clerk

Date Signed:_____

GREGORI CONSTRUCTION INC

3435 S. Hopkins Ave., Suite #6
Titusville, FL 32780
321-567-4010 (P) • 321-225-4734 (F)
CGC1512990 • CUC1224399

Change Order Request No.

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

ATTN: Junos Reed
Phone: 386-212-4533
Email: jureed@port-orange.or

Project: **Citywide 2020 Stormwater Improvements**
ITB 20-01
PO #000685

Date: 1/11/2021

Proposed Change Description:

Replace 60 feet of 6" gravity sewer line.

Reason for Proposed Change:

The pipe was deformed by the road collapse.

Proposed change will result in a change in the contract amount: ☑ Yes ☐ No **Amount:** $ 5,175.00

Proposed change will result in a change in the contract time: ☑ Yes ☐ No **Amount:** 3 **Days**

Please Find the Following Attached:

- ☐ Itemized Pricing Summary
- ☐ Plan Sheet(s)
- ☐ Supporting Correspondence
- ☐ Specification Sheet(s)
- ☐ Other: _____

Requested By:
Gregori Construction Inc.

Signed: _____

Date: 1/11/2021

Approved By:
City of Port Orange

Signed: _____

Date:

Signature Above Authorizes Gregori Construction Inc. to Proceed with the Change(s) Requested

CITY OF PORT ORANGE
NOTICE TO PROCEED

Issued By: **Lynn Stevens, Director**
Public Works
1000 City Center Circle
Port Orange, FL 32129
Ph:(386)506-5575
lstevens@port-orange.org

Issued To: **Gregori Construction, Inc**
3435 South Hopkins Ave Suite 6
Titusville, FL 32780

PROJECT TITLE: **ITB 20-01 Citywide Stormwater Improvements**
PO NO. **000685**

This **Notice to Proceed** issued to your company is for the above referenced project and in accordance with the ITB 20-01/Contract CA7258 dated August 4, 2020 and all terms and conditions of the agreement between the City of Port Orange and Gregori Construction, Inc The **effective date** of this **Notice to Proceed** is November 30, 2020 with a **Final Completion** by November 30, 2021.

Please sign below acknowledging and agreeing to the contents of this Notice to Proceed and return a copy of this form to the Lynn Stevens, Public Works & Utilities Director via email and the original to the address below:

Project Manager: **Junos Reed/Dick Colby**

All future correspondence or requests for changes to the contract must be addressed to the Director.

ISSUED BY:

Owner: City of Port Orange

This 12th day of November 2020.

By: _____
Lynn Stevens

Title: Public Works & Utilities Director

ACCEPTANCE NOTICE:

Receipt of the foregoing Notice to Proceed is hereby acknowledged and agreed by:

Company: **Gregori Construction, Inc**

This 12th day of October

By: _____

Title: Project Manager

timeanddate.com

Days Calculator: Days Between Two Dates

How many days, months, and years are there between two dates?

Count Days | Add Days | Workdays | Add Workdays | Weekday | Week №

Advertising

From and including: **Monday, November 30, 2020**
To, but **not** including **Sunday, October 31, 2021**

Result: 335 days

It is 335 days from the start date to the end date, but not including the end date.

Or 11 months, 1 day excluding the end date.

Substantial

Alternative time units

335 days can be converted to one of these units:

- 28,944,000 seconds
- 482,400 minutes
- 8040 hours
- 335 days
- 47 weeks and 6 days
- 91.78% of a common year (365 days)

November 2020

1 day included

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December 2020

31 days included

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

January 2021–September 2021

January 2021: 31 days included
February 2021: 28 days included
March 2021: 31 days included
April 2021: 30 days included
May 2021: 31 days included
June 2021: 30 days included
July 2021: 31 days included
August 2021: 31 days included
September 2021: 30 days included

October 2021

30 days included

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

☐ = First day included (Nov 30, 2020) ☐ = Last day included (Oct 30, 2021)

timeanddate.com

Days Calculator: Days Between Two Dates

How many days, months, and years are there between two dates?

Count Days | Add Days | Workdays | Add Workdays | Weekday | Week №

Advertising

From and including: **Monday, November 30, 2020**
To, but **not** including **Tuesday, November 30, 2021**

Result: 365 days

It is 365 days from the start date to the end date, but not including the end date.

Or 1 year excluding the end date.

Or 12 months excluding the end date.

Final

Alternative time units

365 days can be converted to one of these units:

- 31,536,000 seconds
- 525,600 minutes
- 8760 hours
- 365 days
- 52 weeks and 1 day
- 100.00% of a common year (365 days)

November 2020
1 day included

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December 2020
31 days included

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

January 2021–October 2021

January 2021: 31 days included
February 2021: 28 days included
March 2021: 31 days included
April 2021: 30 days included
May 2021: 31 days included
June 2021: 30 days included
July 2021: 31 days included
August 2021: 31 days included
September 2021: 30 days included
October 2021: 31 days included

November 2021
29 days included

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

☐ = First day included (Nov 30, 2020) ☐ = Last day included (Nov 29, 2021)

timeanddate.com

Days Calculator: Days Between Two Dates

How many days, months, and years are there between two dates?

Count Days | Add Days | Workdays | Add Workdays | Weekday | Week №

From and including: **Monday, November 30, 2020**
To, but **not** including **Friday, December 3, 2021**

Result: 368 days

It is 368 days from the start date to the end date, but not including the end date.

Or 1 year, 3 days excluding the end date.

Or 12 months, 3 days excluding the end date.

Revised final

Alternative time units

368 days can be converted to one of these units:

- 31,795,200 seconds
- 529,920 minutes
- 8832 hours
- 368 days
- 52 weeks and 4 days
- 100.82% of a common year (365 days)

Advertising

NEW FAUCET, NEW LOOK

November 2020
1 day included

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December 2020
31 days included

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

January 2021–November 2021

January 2021: 31 days included
February 2021: 28 days included
March 2021: 31 days included
April 2021: 30 days included
May 2021: 31 days included
June 2021: 30 days included
July 2021: 31 days included
August 2021: 31 days included
September 2021: 30 days included
October 2021: 31 days included
November 2021: 30 days included

December 2021
2 days included

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

CITY OF PORT ORANGE
STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this 4 day of August, **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 **GREGORI CONSTRUCTION, INC.**, a Pennsylvania corporation whose principal address is 736 Ekastown Road, Sarver, Pennsylvania 16055 ("Contractor"). The City and Contractor are collectively referred to herein as the "Parties."

1. *Provision of Services*

(a) The Contractor hereby agrees to provide citywide stormwater improvements, pursuant to Intent to Bid ("ITB 20-01"), Addendum No 1, Addendum No. 2, Bid Set – Drawings and Specifications, 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, Bid Set – Drawings and Specifications of ITB 20-01 and the Schedule of Unit Prices as submitted by Contractor in Contractor's Proposal, are attached hereto as **Exhibit "1"**. A complete copy of ITB 20-01, Addendum No. 1, Addendum No. 2, Bid Set -Drawings and Specifications, 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 Contract shall become effective on the last date the Contract is signed by the Parties ("Effective Date"). Work shall be substantially completed within three hundred thirty-five (335) days, with an additional thirty (30) days for final completion from issuance of a written Notice to Proceed executed by the City ("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 Five Hundred Forty-Nine Thousand Eight Hundred and 00/100 Dollars ($549,800.00). 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 Public Works and Utilities Director, Lynn Stevens, 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**
☒	Workers' Compensation 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.	Contract Amount — Limits 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.
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability	Limits: 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. Additional Coverage:	Limits: Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If 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 - $ To be determined.	
☐	Contractor Pollution Liability	Limits: Coverage - $1,000,000	
☐	Errors and Omissions	Limits: Coverage - $1,000,000	
☐	Umbrella Policy	Limits: Coverage – $ To be determined.	
☒	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: Lynn Stevens, Public Works and Utilities Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5575

Contractor:
Gregori Construction, Inc.
Attention: Peter N. Gregori, President
736 Ekastown Road
Sarver, Pennsylvania 16055
(321) 567-4010 – Telephone
(321) 225-4734 – Facsimile
agregori@gregori-inc.com

3435 South Hopkins Avenue
Unit 6
Titusville, Florida 32780

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]

Witnesses:

Printed Name: Stanley Lee

Printed Name: Timothy West

GREGORI CONSTRUCTION, INC.

By: _____

~~Peter N. Gregori, President~~ Andrew M. Gregori, VP

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

Date: July 29, 2020

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of X physical presence or ___ online notarization, this 30th day of July, 2020, by ~~Peter N. Gregori, as President~~* of Gregori Construction, Inc., a Pennsylvania corporation. He X personally known or ___ produced _____ as identification.

* Andrew M. Gregori as Vice President

Notary Public, State of FLORIDA

Printed, typed or stamped name, commission and expiration:

Notary Public State of Florida
Esha M Drinkard
My Commission GG 261841
Expires 09/24/2022

Witnesses:

Printed Name: RUTH E. THAYNE

Printed Name: Shelby Field

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor

Date: 8/4/2020

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of X physical presence or ___ online notarization, this 4 day of Aug., 2020, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He is X personally known or ____ produced _____as identification.

Notary Public State of Florida
Ruth E. Thayne
My Commission GG 913343
Expires 10/05/2023

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:
RUTH E. THAYNE

Witnesses:

Printed Name: RUTH E. THAYNE

Printed Name: Shelby Field

ATTEST:

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

Date: August 4, 2020

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of X physical presence or ___ online notarization, this 4 day of Aug., 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 X personally known or ___ produced _____as identification.

Notary Public State of Florida
Ruth E. Thayne
My Commission GG 913343
Expires 10/05/2023

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:
RUTH E. THAYNE

EXHIBIT "1"

Contractor's Schedule to Unit Prices, Scope of Work, and Bid Set - Drawings and Specifications

Consisting of 19 Pages

"ATTACHMENT 1" ITB 20-01 SCHEDULE OF UNIT PRICING
BID FORM
CITY OF PORT ORANGE
ITB #20-01

2020 CITYWIDE STORMWATER IMPROVEMENTS

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

Instruction to save Attachment from Demandstar website:
Perform "File Save As" and save spreadsheet to your computer. Fill in pricing in the 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:	Gregori Construction Inc.
CONTACT PERSON:	Andrew M. Gregori
EMAIL ADDRESS:	agregori@gregori-inc.com
AUTHORIZED SIGNATURE:	Andrew M. Gregori

ITEM #	DESCRIPTION	QTY	UNIT	TOTAL UNIT COST	EXTENDED COST
1	Hidden Lake Drive & Dexter Drive Stormwater System Repairs	1	LS	$ 77,000.00	$ 77,000.00
2	Mellisa Drive and Pagano Court Stormwater System Repairs	1	LS	$ 117,000.00	$ 117,000.00
3	Willow Run Blvd and Tracy Drive Stormwater System Repairs	1	LS	$ 86,500.00	$ 86,500.00
4	Alexander Avenue Stormwater System Repairs	1	LS	$ 82,000.00	$ 82,000.00
5	Devon Street and London Place Stormwater System Repairs	1	LS	$ 88,200.00	$ 88,200.00
6	Powers Avenue and Spruce Creek Road Stormwater System Repairs	1	LS	$ 99,000.00	$ 99,000.00
7	Powers Avenue and Spruce Creek Road Utility Improvements (Water & Sewer)	1	LS	$ 100.00	$ 100.00
				TOTAL BID:	$ 549,800.00
		Confirm the number of calendar days to complete upon receipt of PO:			____335___ DAYS

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

1) SCOPE OF WORK

A. The Contractor shall include the cost(s) for permits and fees in his proposal.
B. The Contractor shall include the cost(s) for all bonds.
C. All technical specifications and drawings are attached as separate documents.

Provide all labor, materials, and equipment necessary to construct the stormwater improvements as shown on the drawings and described below. The scope of work includes but is not limited to the following.

A. Hidden Lake Drive and Dexter Drive (Sheet 2 of 9)

1. Mobilization/Erosion Control
2. Maintenance of Traffic
3. Demolition
    - **a.** Sawcut and remove existing curb
    - **b.** Remove existing Inlets
    - **c.** Remove existing RCP
    - **d.** Sawcut and remove existing sidewalk
    - **e.** Sawcut and remove existing asphalt
4. 3EA ditch bottom inlets
    - **a.** 2-Type "C", 1-Type" E"
5. 4' wide sidewalk
6. 15" & 18" RCP
7. Asphalt pavement Type SP 9.5

B. Melissa Drive and Pagano Court (Sheet 3 of 9)

1. Mobilization/Erosion Control
2. Maintenance of Traffic
3. Demolition
    - **a.** Sawcut and remove existing curb
    - **b.** Remove existing Inlets
    - **c.** Remove existing RCP
    - **d.** Sawcut and remove existing sidewalk
    - **e.** Sawcut and remove existing asphalt
4. Grout fill 24" CMP
5. Install 2 EA ditch bottom inlets Type "E"
6. Install 1 EA structure top and grate on existing Type "C"
7. Install 4' wide sidewalk
8. Asphalt pavement Type SP 9.5
9. 12" HP Storm Pipe & Fittings
10. 24" Single Wall HDPE Highway Pipe
11. 30" Hp Storm Dual Wall
12. Restoration & Sod

C. **Willow Run Blvd and Tracy Drive (Sheet 4 of 9)**

1. Mobilization/Erosion Control
2. Maintenance of Traffic
3. Demolition
    - **a.** Sawcut and remove existing curb
    - **b.** Remove existing Storm Manhole
    - **c.** Remove existing CMP, RCP, & MES
    - **d.** Sawcut and remove existing sidewalk
    - **e.** Sawcut and remove existing asphalt
    - **f.** Remove existing wall and Rip Rap
4. 4' 75' wide sidewalk
5. 2' wide Miami curb
6. Asphalt pavement Type SP 9.5
7. 48" RCP
8. Straight Concrete Endwall FDOT Index 430-030
9. Bank Stabilization with 4" thick concrete
10. Restoration & Sod

D. **Alexander Avenue (Sheet 5 of 9)**

1. Mobilization/Erosion Control
2. Maintenance of Traffic
3. Demolition
    - **a.** Remove existing Concrete Bag Rip-Rap Wall
    - **b.** Remove existing CMP
    - **c.** Sawcut and remove existing sidewalk
    - **d.** Sawcut and remove existing asphalt
    - **e.** Sawcut and remove existing driveway apron
4. FDOT Index 460-030 Straight Concrete Endwall
5. 42" RCP
6. 4" thick concrete spillways
7. Asphalt pavement Type SP9.5

E. **Devon Street and London Place (Sheet 6 of 9)**

1. Mobilization/Erosion Control
2. Maintenance of Traffic
3. Demolition
    - a. Sawcut and remove 2' wide Miami curb
    - b. Remove existing drainage structure
    - c. Remove existing CMP
    - d. Sawcut and remove existing sidewalk
    - e. Sawcut and remove existing asphalt
4. New frame and grate on existing structures
5. Ditch Bottom Type "E" inlet
6. Type P Structure with frame and grate
7. Type P Structure with manhole top
8. 18" & 24" CPP
9. 24" CPP to CMP adaptor
10. 8" PVC Water Main (Deflect around ST-5) fully restrained

11. 4" thick concrete sidewalk
12. Asphalt pavement Type SP9.5 and striping

F. Powers Avenue and Spruce Creek Road. (Sheet 7 of 9)

1. Mobilization/Erosion Control
2. Maintenance of Traffic
3. Demolition
    a. Remove existing 60" CMP and underlying unsuitable material
    b. Remove existing guardrail and posts
    c. Sawcut and remove existing asphalt
    d. Cut and cap existing abandoned utility pipe
4. Install new guardrails and posts
5. Winged Concrete Endwalls per Modified FDOT Index 430-040 (2 EA)
6. 60" RCP
7. 6" PVC Water Main, valves, fittings, & connection to existing all fully restrained
8. 4" thick concrete spillway
9. Water Main
10. Gravity Sewer Improvements
11. Asphalt pavement Type SP9.5 and striping

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CONSTRUCTION NOTES:

1. City Governing Specifications: City of Port Orange Land Development Code, City of Port Orange Standard Construction Details and Specifications, Latest Edition. All utility material, construction and testing covered by these drawings shall comply with the City of Port Orange Standard Construction Details and Specifications, Latest Edition. All utility work and connections shall be coordinated with the City of Port Orange Inspector.

2. It is the Contractor's responsibility to notify the City of any deficiencies or discrepancies among the divisions of the drawing and specifications prior to the bid date. The City will not be responsible for any deficiencies or discrepancies raised after the bid opening, accordingly.

3. These drawings and specifications are complementary, and any requirement of one shall be a requirement of the other. It is the Contractor's responsibility to carefully examine the drawings and specifications and to compare the requirements of each division and ensure that each trade or Subcontractor is making the allowances necessary to provide the owner a complete facility, operational in all respects, unless otherwise specifically stated in the drawings.

4. The City assumes no responsibility for instructing the contractor in the methods of construction. It is the Contractor's responsibility to determine the method to construct the improvements as shown on the plans.

5. Litter control measures to prevent wind-driven debris shall be implemented throughout the duration of construction. All debris shall be removed, and the project site cleaned within 30 days of completion of construction.

6. At no time shall excavations be left uncovered after working hours. Contractor shall secure the work area at the end of each day's work.

7. At all times, the Contractor shall take precautions to protect underground utilities, structures and other associated facilities from damage during construction. It is the Contractor's responsibility to determine the measures of protection. Any damaged facilities shall be repaired or replaced as directed by the City or Engineer at the Contractor's expense.

8. There shall be no deviations from these plans unless approved in writing by the City.

9. The Contractor shall contact all concerned utilities at least forty-eight (48) hours in advance of construction operations.

10. Contractor shall coordinate and comply with all utility companies involved in project and pay all required fees and cost.

11. The Contractor shall be responsible for providing certified material test results to the City prior to the release of final payment. Test results must include, but may not be limited to, densities for subgrade and base densities at utility crossings, manholes, inlets, structures. Test shall include asphalt gradation reports, concrete cylinders, etc.

12. Where new asphalt meets existing asphalt, the existing asphalt shall be saw cut to provide a straight even line.

13. Prior to removing curb or gutter, the adjacent asphalt shall be saw cut to provide a straight even line.

14. All proposed elevations refer to finished grades.

15. If any muck-like material is discovered, it will be required to be removed, backfilled with appropriate fill, compacted, and tested using AASHTO T-180 modified proctor method.

16. Fill material is to be placed in one-foot lifts and compacted to the appropriate density (98% for paved areas and 95% for building pads and all other areas as per AASHTO T-180).

17. No burying of any organic materials allowed.

18. Contractor to install earth dams upstream and downstream of work areas within canals and provide continuous bypass pumping with silent Knight (or equal) sound attenuated enclosures.

SITE PREPARATION FOR PAVEMENT:

1. Prior to construction, the location of existing underground utility lines within the construction area should be established. Provisions should be made to relocate interfering utilities to appropriate locations. It should be noted that if underground pipes are not properly removed or plugged, they may serve as conduits for subsurface erosion which may subsequently lead to excessive settlement of the overlying structures.

2. Should the soils experience pumping and soil strength loss during the installation and compaction operations, compaction work should be immediately terminated and (1) the disturbed soils removed and backfilled with dry structural fill soils which are then compacted, or (2) the excess moisture content within the disturbed soils is allowed to dissipate before re-compacting.

3. Test the compacted surface for compliance at a minimum of one (1) location per ten thousand (10,000) square feet within the pavement area (minimum 3 locations).

4. Place the compact backfill material as required. The fill shall consist of "clean" fine sand with less than five (5) percent soil fines. Place fill in uniform ten (10) to twelve (12) inch loose lifts and compact each lift to a minimum density of ninety-five (95) percent of the modified proctor maximum density with the exception that densities of at least ninety-eight (98) percent shall be obtained within the upper one foot below base course. Compacted soils shall exhibit moisture content within two (2) percent of the soils optimum moisture content as determined by the modified proctor test (ASTM D-1557). If light equipment is used, then the lift thickness shall be reduced to eight (8) inch thick lifts.

5. Perform compliance tests within each lift or fill at a frequency of not less than one test per ten thousand (10,000) square feet of pavement area (minimum 3 locations).

DEMOLITION AND SWPPP NOTES:

1. The Contractor shall schedule a Pre-Construction meeting with the City prior to start of construction.

2. The Contractor shall be responsible for contacting the City of Port Orange Utility Department, Florida Sunshine and emergency services for respective utility locations and "notice" of construction activity.

3. All erosion control devices shall be placed prior to the start of work and remain in place until all work is complete. MOT devices and visible barricades shall be installed and approved by the City prior to the start of construction.

4. The Contractor shall provide the City a MOT plan at Pre-Construction meeting. Traffic shall be allowed to continue during work. Provide measures to detour traffic around open excavation with adequate barricades, signage and flag person to direct traffic. Emergency services shall be notified forty-eight (48) hours in advance.

5. Existing driveways shown adjacent to or outside limits of construction shall remain in-service. Existing utilities and driveways shall not be removed unless otherwise noted.

6. All removed material shall be hauled off-site to an approved landfill. Trees may be logged or mulched for off-site disposal at the Contractor's discretion.

7. Contractor shall be responsible for periodic inspection and removal of debris and silt behind erosion control devices.

8. All inlets and pipe shall be protected during construction by inlet protection measures to prevent siltation in the drainage system. The entire drainage system shall be cleaned of all debris prior to final acceptance.

9. All off-site areas disturbed during construction activity shall be immediately restored to prior condition upon completion of work.

10. Soils are to be stabilized by water or other means during construction. This is intended to reduce soil erosion, blowing sand and the impact to neighboring properties.

11. If any dewatering is to occur during any phase of construction then dewatering activity shall adhere to chapter 40C-22 fac more specifically as follows. Per 40C-22.030(3) a "noticed general short-term dewatering permit" is required "only if" dewatering exceeds four million (4,000,000) gallons per day, except during the first one hundred and twenty (120) hours of dewatering when the daily and instantaneous pumpage rates shall not exceed six million (6,000,000) gallons per day. Average daily withdrawal shall not exceed two million (2,000,000) gallons per day for the first sixty (60) days of the dewatering activity and shall not exceed one million (1,000,000) gallons per day of a one hundred and eighty (180) day duration. Each specific dewatering project shall not exceed one hundred and eighty (180) days. The Contractor shall be responsible to ensure any dewatering activity is below the specified threshold. Otherwise a permit will be required at the expense of the Contractor. The Contractor shall familiarize itself with chapter 40C-22 fac and be solely responsible for obtaining and submitting form RDS-50 to SJRWMD a minimum of ten (10) days prior to any dewatering activity. Submittal of form RDS-50 is not required if dewatering is three hundred thousand (300,000) gallons per day or less and will not exceed thirty (30) days in duration.

LAND ALTERATION/TREE PRESERVATION NOTES:

1. All trees to remain must be protected by tree preservation barricades meeting the minimum standards. Protective barricades shall remain in place until land alteration and construction activities are completed.

2. All trimming shall be undertaken on a tree protected by the provisions of the land development code shall be in accordance with the American National Standards Institute (ANSI) A-300 pruning standards.

3. Oak trees larger than thirty-six (36) inches and above (historic) pruning shall be performed by an Arborist certified by the International society of Arboriculture or a registered consulting Arborist with the American Society of Consulting Arborists. The Arborist shall understand that the American National Standards Institute (ANSI) A-300 pruning standards is a standard of Division 4.0.

4. All tree roots existing within approved improvement areas and originating from a protected tree, shall be severed clean at the limits of the preserved area where indicated on this plan.

EROSION CONTROL NOTES:

1. Land disturbing activities shall not commence until approval to do so has been received by governing authorities. The Contractor shall strictly adhere to the SWPPP during construction operations.

2. No land clearing or grading shall begin until all erosion control devices have been installed.

3. The Contractor shall post "no trespassing" signage at all site entrances prior to construction.

4. Maintain erosion control measures after each rain and at least once a week.

5. This plan shall not be considered all-inclusive, as the Contractor shall take all necessary precautions to prevent soil sediment from leaving the site.

6. Contractor shall comply with all state and local ordinances that apply.

7. Additional erosion and sediment control measures will be installed if deemed necessary by on-site inspection.

8. No turbid water shall be discharged off-site from the dewatering operation. Contractor shall take measures to control turbidity.

9. If installation of storm drainage system should be interrupted by weather or nightfall, the pipe ends shall be covered with filter fabric.

10. Contractor shall be responsible to take whatever means necessary to establish permanent soil stabilization.

11. Provide dust control for all earthwork operations. Cover area with light coating of water or other approved method.

GEOTEXTILE FABRIC INLET PROTECTION (GENERAL NOTES):

1. Geotextile to be Mirafi Filterweave 402 or Geotex 111F. Alternatives include approved equal ASTM D4491 or one hundred (100) to one hundred and fifty (150) gallon per minute per square foot.

2. When removing or maintaining inlet protection, care shall be taken so that the sediment trapped on the geotextile fabric does not fall into the inlet. Any material falling into the inlet shall be removed immediately.

3. Finished size, including flap pockets where required, shall extend a minimum of 10" around the perimeter to facilitate maintenance or removal.

4. For curb inlet protection an additional eighteen (18) inches of fabric is wrapped around the wood and secured with staples. The wood shall not block the entire height of the curb box opening.

5. Trim excess fabric in the flow line to within three (3) inches of the grate.

6. The Contractor shall demonstrate a method of maintenance, using a sewn flap, hand holds, or other method to prevent accumulated sediment from entering the inlet.

DRAINAGE NOTES:

1. The Contractor shall be responsible for any damage to drainage system and shall restore any damaged structures.

2. Storm pipes shall be reinforced concrete pipe (RCP) or corrugated plastic pipe (CPP).

3. The Contractor shall provide copies of shop drawings of all material and structures to the City for prior order.

4. Contractor to place filter fabric between drainage structures and tops to prevent soil intrusion. The fabric shall be periodically cleaned of sand a debris fabric shall remain in place until paving is complete.

5. All connections between storm pipes and storm structures, retrofit or new, shall be watertight.

6. All existing structures, unless otherwise noted to remain. Fencing trees, & etc., within the construction area shall be removed and disposed of offsite.

7. All new drainage structures shall be pre-cast per FDOT specifications.

8. All drainage structures and storm sewer pipes shall meet heavy duty traffic (H20) loading and be installed accordingly per FDOT standard specifications and manufactures specifications respectively.

9. All drainage structures and pipes shall be cleaned of sand at the last stage of construction prior to the final inspection.

10. All storm inlet grates shall be traffic rated.

Drawings, Specifications, Requirements:

See link for documents:

- https://portorange.sharepoint.com/:f:/g/pch/Et0YgOCs37ZHvZQCRS18ICsBqMuSHDOBFjy-nAVWxSul7Q?e=fCzKsH

See documents:

- **"Attachment A" ITB 20-01 Bid Set - Drawings and Specifications for 2020 CITYWIDE STORMWATER IMPROVEMENTS"**

- **Documents can also be found on the City of Port Orange Website at the link below:** https://www.port-orange.org/bids.aspx

2) PROJECT TIMELINE:

A. Notice of Award: After bid opening and compete review of submitted bid information.
B. Notice to Proceed: TBD by Public Works.
C. Start Date and Time: After Pre-Construction Meeting.
D. Substantial Completion Time: Not to exceed Three Hundred & Thirty-Five (335) days from the date of the Notice to Proceed.
E. Final Completion Time: Thirty (30) calendar days after substantial completion time.
F. Total Completion Time: Not to exceed Three Hundred & Sixty-Five (365) days from the date of the Notice to Proceed.

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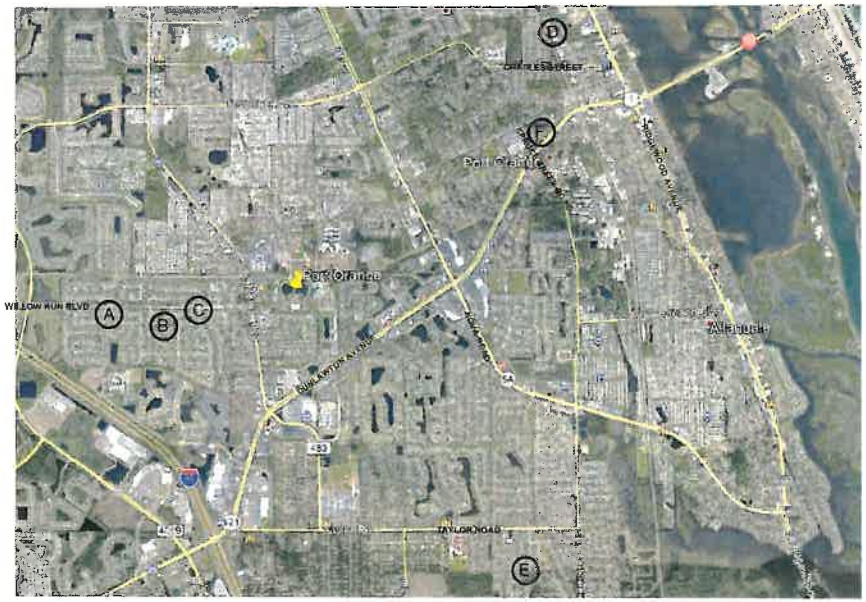
CITY OF PORT ORANGE
STORMWATER SYSTEM REPAIRS

PORT ORANGE, FLORIDA
APRIL 8, 2020



SITE LOCATION MAP, NTS

(A) INTERSECTION HIDDEN LAKE DRIVE AND DEXTER DRIVE N, LAT. 29° 07' 31", LONG: 81° 02' 17"

(B) INTERSECTION MELLISA DRIVE AND PAGANO COURT N, LAT. 29° 07' 26", LONG: 81° 02' 1"

(C) INTERSECTION WILLOW RUN BOULEVARD AND TRACY DRIVE, LAT. 29° 07' 32", LONG: 81° 01' 48"

(D) 939 AND 945 ALEXANDER AVENUE, LAT. 29° 08' 24", LONG: 80° 59' 40"

(E) INTERSECTION DEVON STREET AND LONDON PLACE, LAT. 29° 06' 13", LONG: 80° 59' 53"

(F) INTERSECTION POWERS AVENUE AND SPRUCE CREEK ROAD, LAT. 29° 08' 24", LONG: 80° 59' 52"

CITY OF PORT ORANGE CONTACTS

RONNY BUTTRUM, DEPUTY DIRECTOR, PUBLIC WORKS, 386/506-5584
THOMAS DIEULIO, OPERATIONS MANAGER, PUBLIC WORKS 386/506-5615
RICHARD COLBY, PROJECT MANAGER, UTILITIES 386/506-5460
ALEX POPOVIC, ENGINEER, PUBLIC WORKS 386/506-5572

CITY OF PORT ORANGE STANDARD CONSTRUCTION DETAILS

ALL CONSTRUCTION SHALL COMPLY WITH THE STANDARD CONSTRUCTION DETAILS AS ADOPTED BY RESOLUTION OF THE CITY COUNCIL. ANY DEVIATIONS FROM THE ADOPTED STANDARDS SHALL BE CLEARLY NOTED AS SUCH IN ALL PLANS AND SPECIFICATIONS. IF INADVERTENT DEVIATIONS IN PLANS ARE NOT SO NOTED, ADOPTED STANDARDS SHALL APPLY.

CONTACT 811 BEFORE YOU DIG 811 SAFE DIGGING PARTNER

SHEET INDEX	
1.	COVER
2.	HIDDEN LK. AND DEXTER DR.
3.	MELISSA DR. AND PAGANO CT.
4.	WILLOW RUN BLVD AND TRACY DR.
5.	ALEXANDER AVENUE
6.	DEVON ST. AND LONDON PL.
7.	POWERS AVE.
8.	DETAILS
9.	STANDARD CONSTRUCTION DETAILS

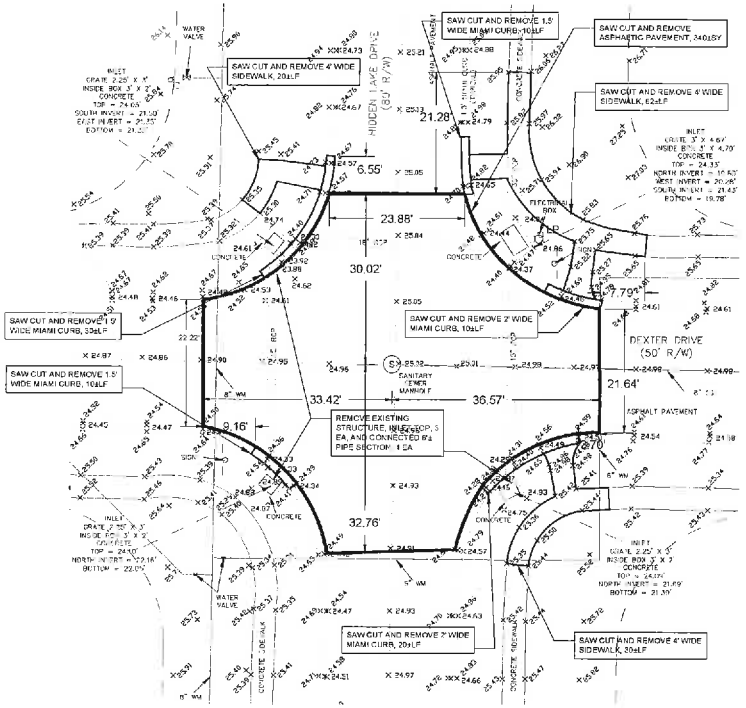
REVISION
DATE ITEM

SW SYSTEM REPAIR

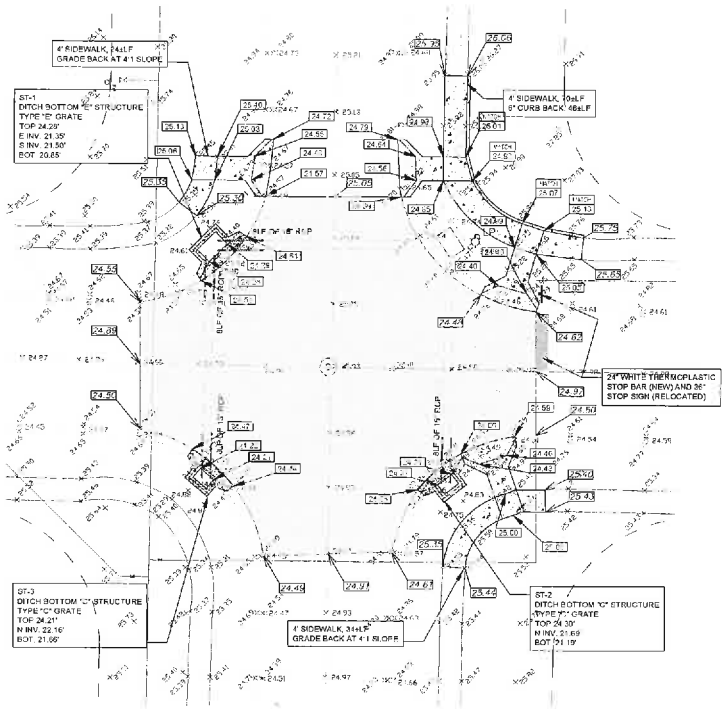
CITY OF PORT ORANGE
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129

COVER

PROJECT# P0277
DRAWING NO.
1 OF 9



DEMOLITION PLAN, SCALE 1"=10'



SITE PLAN, SCALE 1"=10'

PAVEMENT: 1-1/2" SUPERPAVE ASPHALT CONCRETE TYPE 9.5, MINIMUM MARSHALL FIELD STABILITY 1500, COMPACTED TO 98% DENSITY PER FM 1-T238 (METHOD B) NUCLEAR DENSITY TEST; 6" LIMEROCK BASE STABILIZED TO LBR 100 AND COMPACTED TO 98% MINIMUM DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST; 12" SUBGRADE STABILIZED TO LBR 40 AND COMPACTED TO 95% MINIMUM DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST. ALTERNATE BASE/SUBGRADE: 12" CRUSHED CONCRETE @4" COMPACTED LIFTS STABILIZED TO LBR 130 AND COMPACTED TO 98% MINIMUM DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST.

4' WIDE 4" THICK SIDEWALK, 2,500 PSI @ 28 DAYS

9.05 EXISTING ELEVATION

9.00 PROPOSED ELEVATION

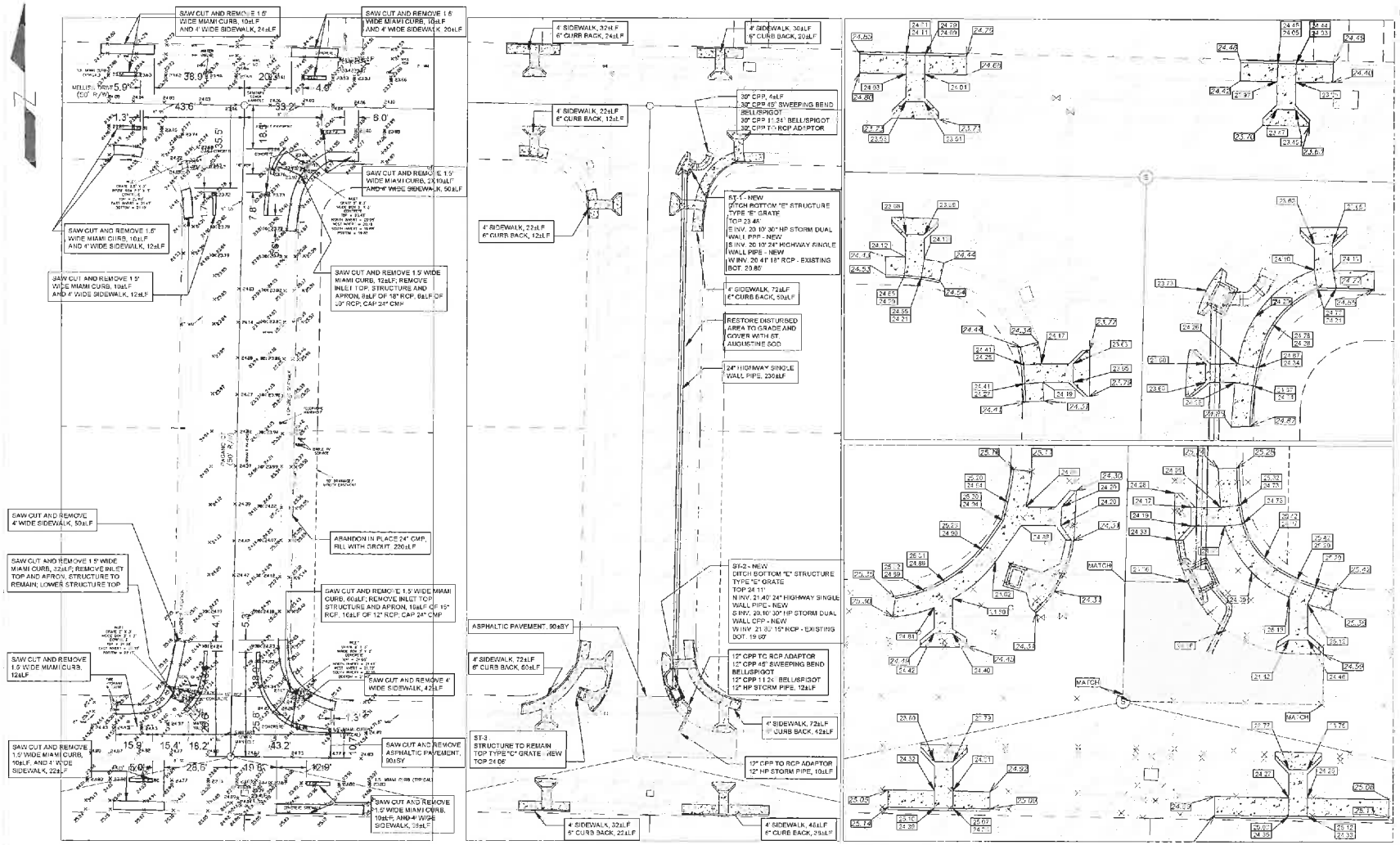
REVISION
DATE ITEM

SW SYSTEM REPAIR

CITY OF PORT ORANGE
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129

HIDDEN LAKE DRIVE AND DEXTER DRIVE, LOC "A"

PROJECT# PO277
DRAWING NO.
2 OF 9



DEMOLITION PLAN, SCALE 1"=20'

SITE PLAN, SCALE 1"=20'

GRADING PLAN, SCALE 1"=10'

PAVEMENT: 1-1/2" SUPERPAVE ASPHALT CONCRETE TYPE 9.5, MINIMUM MARSHALL FIELD STABILITY 1500, COMPACTED TO 98% DENSITY PER FM 1-T238 (METHOD B) NUCLEAR DENSITY TEST; 6" LIMEROCK BASE STABILIZED TO LBR 100 AND COMPACTED TO 98% MINIMUM DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST; 12" SUBGRADE STABILIZED TO LBR 40 AND COMPACTED TO 95% MINIMUM DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST. ALTERNATE BASE/SUBGRADE: 12" CRUSHED CONCRETE @4" COMPACTED LIFTS STABILIZED TO LBR 130 AND COMPACTED TO 98% MINIMUM DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST.

4' WIDE 4" THICK SIDEWALK, 2,500 PSI @ 28 DAYS

9.55 EXISTING ELEVATION

9.00 PROPOSED ELEVATION

REVISION
DATE ITEM

SW SYSTEM REPAIR

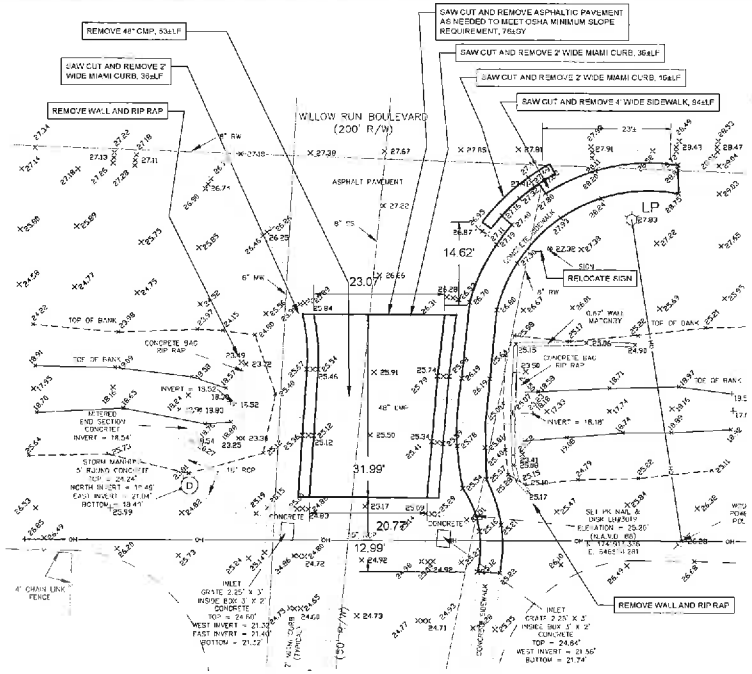
CITY OF PORT ORANGE
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129

MELISSA DRIVE AND PAGANO COURT, LOC "B"

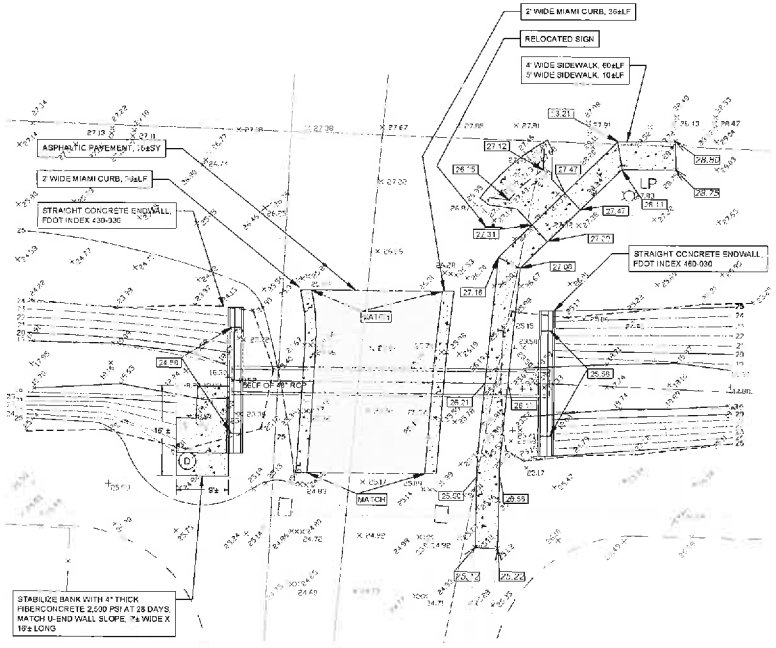
PROJECT# PO277

DRAWING NO.

3 OF 9



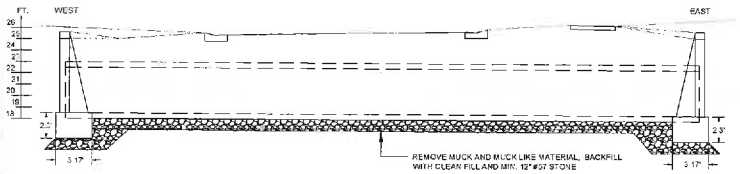
DEMOLITION PLAN, SCALE 1"=10'



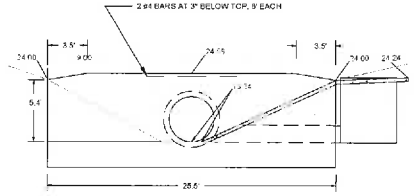
SITE PLAN, SCALE 1"=10'

PAVEMENT: 1-1/2" SUPERPAVE ASPHALT CONCRETE TYPE 9.5, MINIMUM MARSHALL FIELD STABILITY 1500, COMPACTED TO 98% DENSITY PER FM 1-T238 (METHOD B) NUCLEAR DENSITY TEST; 6" LIMEROCK BASE STABILIZED TO LBR 100 AND COMPACTED TO 98% MINIMUM DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST; 12" SUBGRADE STABILIZED TO LBR 40 AND COMPACTED TO 95% MINIMUM DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST. ALTERNATE BASE/SUBGRADE: 12" CRUSHED CONCRETE @4" COMPACTED LIFTS STABILIZED TO LBR 130 AND COMPACTED TO 98% MINIMUM DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST.

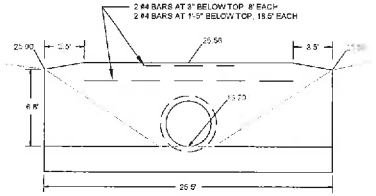
4' WIDE 4" THICK SIDEWALK, 2,500 PSI @ 28 DAYS 25.05 EXISTING ELEVATION 25.00 PROPOSED ELEVATION



PROFILE, SCALE 1"=5'



WEST ELEVATION, SCALE 1"=5'



EAST ELEVATION, SCALE 1"=5'

REVISION
DATE ITEM

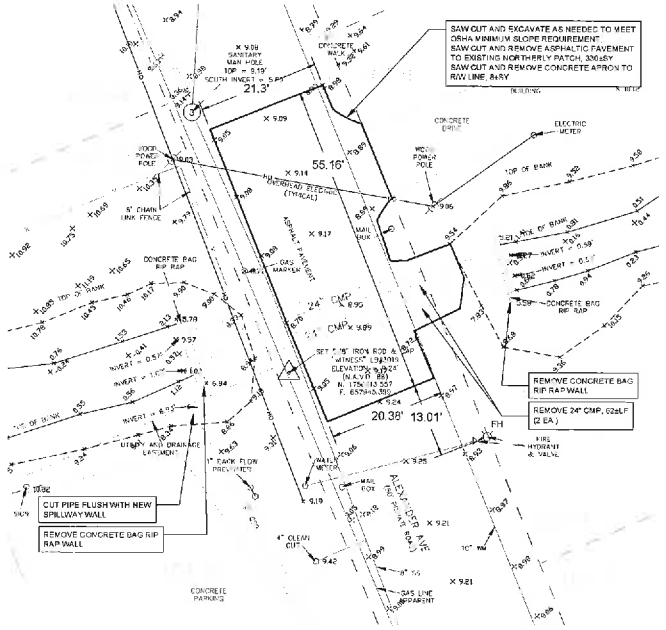
SW SYSTEM REPAIR

CITY OF PORT ORANGE
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129

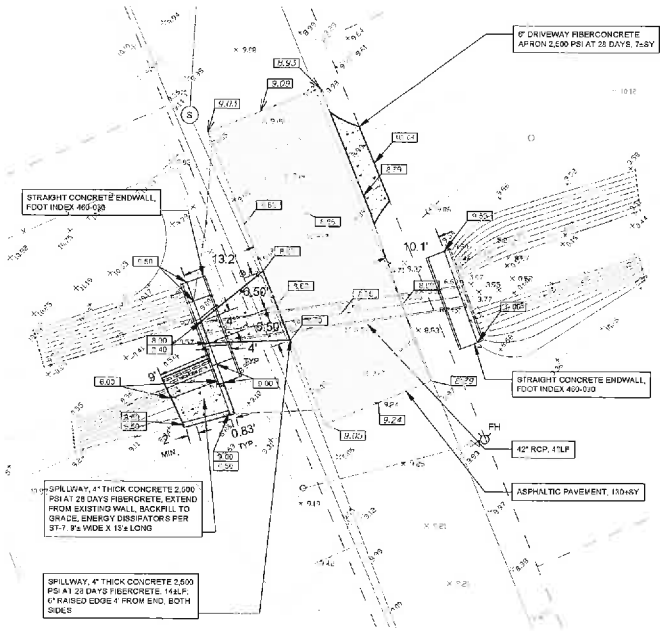
WILLOW RUN BOULEVARD AND TRACY DRIVE, LOC "C"

PROJECT# PO277
DRAWING NO.
4 OF 9

REVISION
DATE ITEM



DEMOLITION PLAN, SCALE 1"=10'

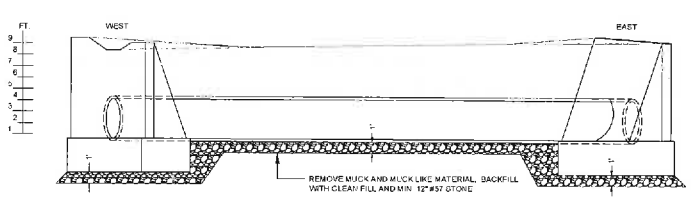


SITE PLAN, SCALE 1"=10'

1-1/2" SUPERPAVE ASPHALT CONCRETE TYPE 9.5, MINIMUM MARSHALL FIELD STABILITY 1500, COMPACTED TO 98% DENSITY PER FM 1-T238 (METHOD B) NUCLEAR DENSITY TEST; 6" LIMEROCK BASE STABILIZED TO LBR 100 AND COMPACTED TO 98% MINIMUM DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST; 12" SUBGRADE STABILIZED TO LBR 40 AND COMPACTED TO 95% MINIMUM DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST

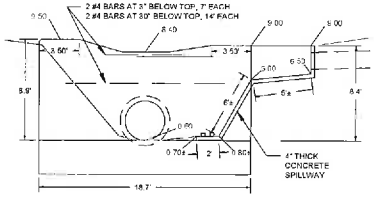
9.05 EXISTING ELEVATION

9.00 PROPOSED ELEVATION

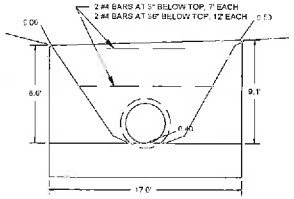


PROFILE

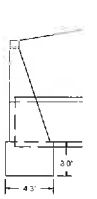
SCALE 1"=5'



WEST ELEVATION



EAST ELEVATION



FOUNDATION BOTH SIDES

SW SYSTEM REPAIR

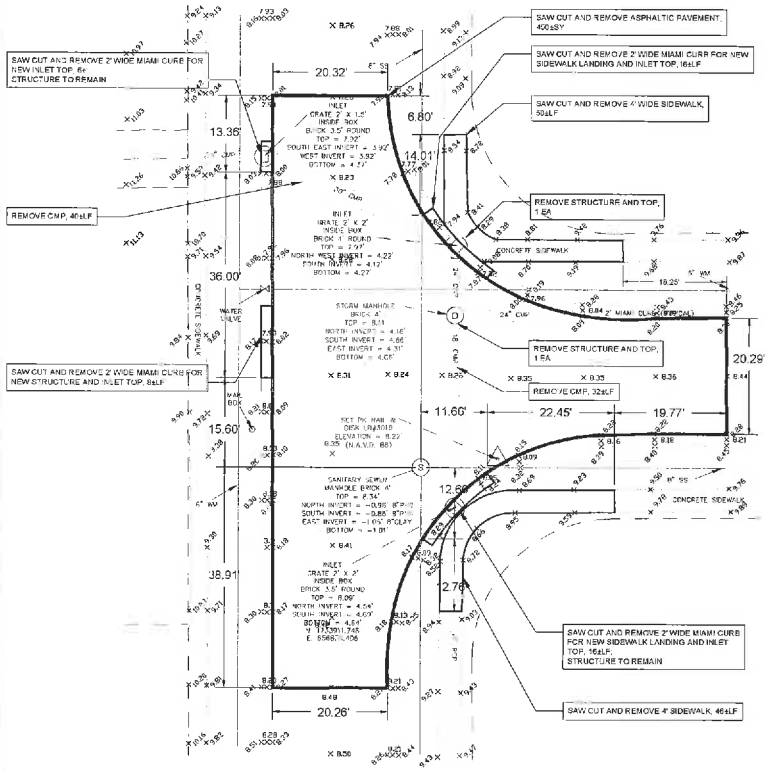
CITY OF PORT ORANGE
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129

ALEXANDER AVENUE, LOC "D"

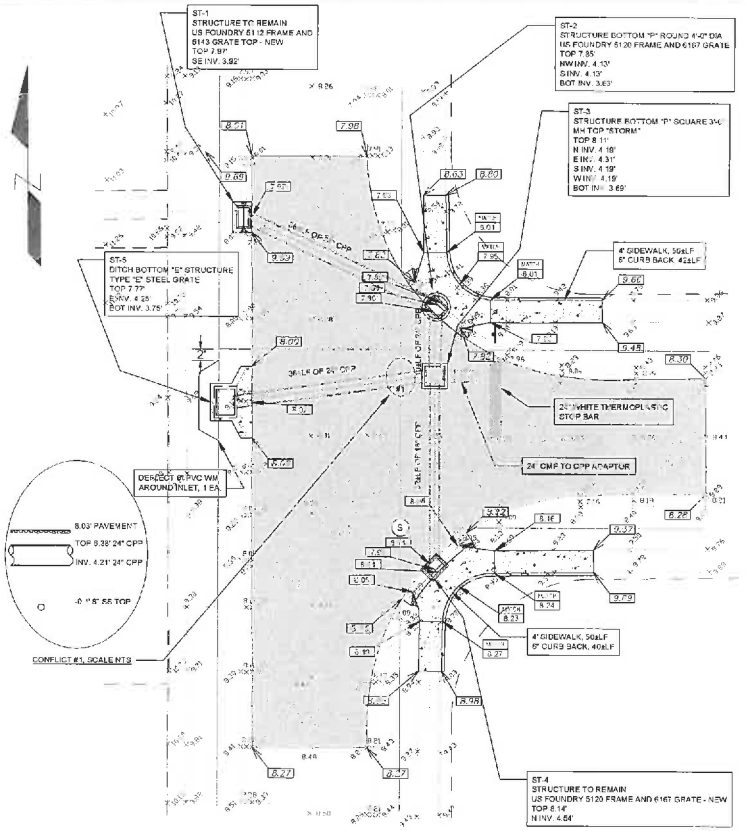
PROJECT# PO277

DRAWING NO.

5 OF 9



DEMOLITION PLAN, SCALE 1"=10'



SITE PLAN, SCALE 1"=10'

PAVEMENT: 1-1/2" SUPERPAVE ASPHALT CONCRETE TYPE 9.5, MINIMUM MARSHALL FIELD STABILITY 1500, COMPACTED TO 98% DENSITY PER FM 1-T238 (METHOD B) NUCLEAR DENSITY TEST; 6" LIMEROCK BASE STABILIZED TO LBR 100 AND COMPACTED TO 98% MINIMUM DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST; 12" SUBGRADE STABILIZED TO LBR 40 AND COMPACTED TO 95% MINIMUM DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST. ALTERNATE BASE/SUBGRADE: 12" CRUSHED CONCRETE @4" COMPACTED LIFTS STABILIZED TO LBR 130 AND COMPACTED TO 98% MINIMUM DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST.

4' WIDE 4" THICK SIDEWALK, 2,500 PSI @ 28 DAYS

N.95 EXISTING ELEVATION

9.00 PROPOSED ELEVATION

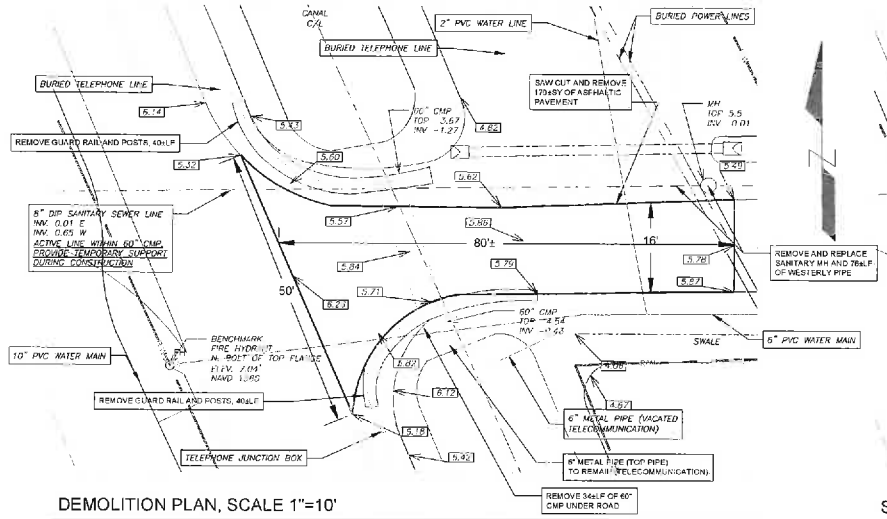
REVISION
DATE ITEM

SW SYSTEM REPAIR

CITY OF PORT ORANGE
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129

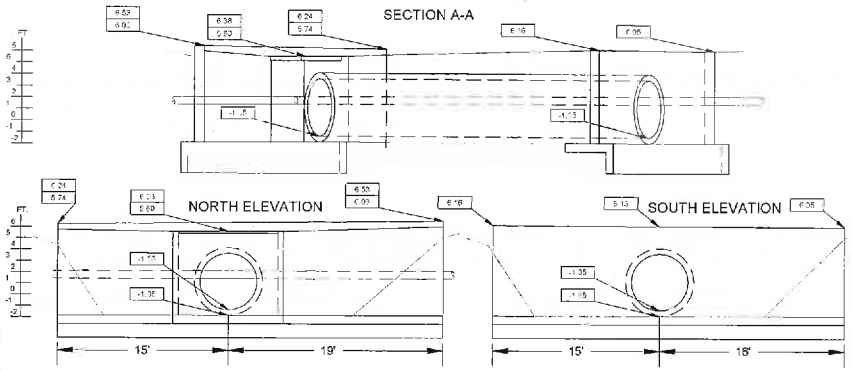
DEVON STREET AND LONDON PLACE, LOC "E"

PROJECT# PO277
DRAWING NO.
6 OF 9

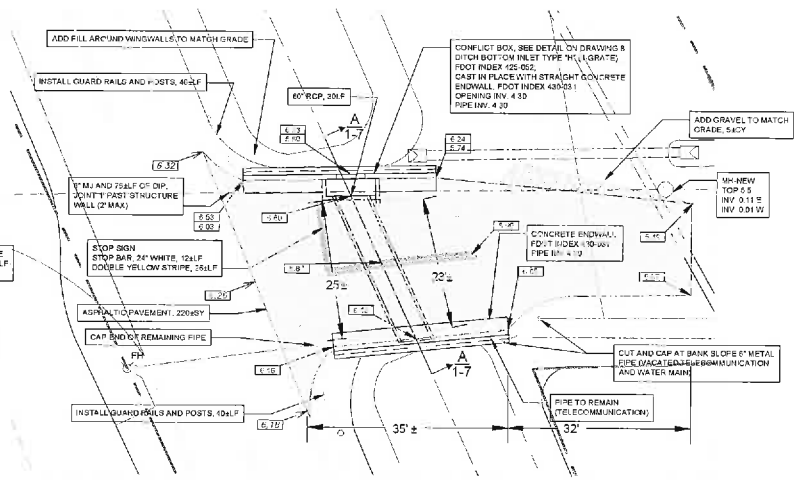


DEMOLITION PLAN, SCALE 1"=10'

NOTE:
CONTRACTOR TO PROVIDE UNINTERRUPTED SEWER SERVICE AT ALL TIMES. CONTRACTOR TO PROVIDE MEANS FOR CONTINUING WESTERLY TO EASTERLY SEWER FLOW ACROSS HALIFAX CANAL. ESTIMATED ADF IS 1,500 GPD, WITH ESTIMATED MDF OF 50 GPM.



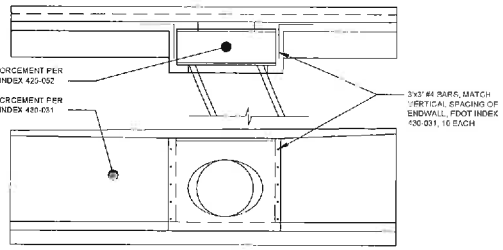
SECTION A-A, SCALE 1"=5'



SITE PLAN, SCALE 1"=10'

PAVEMENT: 1-1/2" SUPERPAVE ASPHALT CONCRETE TYPE 9.5, MINIMUM MARSHALL FIELD STABILITY 1500, COMPACTED TO 98% DENSITY PER FM 1-T238 (METHOD B) NUCLEAR DENSITY TEST; 6" LIMEROCK BASE STABILIZED TO LBR 100 AND COMPACTED TO 98% MINIMUM DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST; 12" SUBGRADE STABILIZED TO LBR 40 AND COMPACTED TO 95% MINIMUM DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST. ALTERNATE BASE/SUBGRADE: 12" CRUSHED CONCRETE @4" COMPACTED LIFTS STABILIZED TO LBR 130 AND COMPACTED TO 98% MINIMUM DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST.

6.70 EXISTING ELEVATION 5.00 PROPOSED ELEVATION



ADDITIONAL REINFORCEMENT

REVISION
DATE ITEM

SW SYSTEM REPAIR

CITY OF PORT ORANGE
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129

POWERS AVENUE, LOC "F"

PROJECT# PO277
DRAWING NO.
7 OF 9

CONSTRUCTION NOTES

1. CITY GOVERNING SPECIFICATIONS: CITY OF PORT ORANGE LAND DEVELOPMENT CODE, CITY OF PORT ORANGE STANDARD CONSTRUCTION DETAILS AND SPECIFICATIONS, LATEST EDITION. ALL UTILITY MATERIAL, CONSTRUCTION AND TESTING COVERED BY THESE DRAWINGS SHALL COMPLY WITH THE CITY OF PORT ORANGE STANDARD CONSTRUCTION DETAILS AND SPECIFICATIONS, LATEST EDITION. ALL UTILITY WORK AND CONNECTIONS SHALL BE COORDINATED WITH THE CITY OF PORT ORANGE INSPECTOR.
2. IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE CITY OF ANY DEFICIENCIES OR DISCREPANCIES AMONG THE DIVISIONS OF THE DRAWING AND SPECIFICATIONS PRIOR TO THE BID DATE. THE CITY WILL NOT BE RESPONSIBLE FOR ANY DEFICIENCIES OR DISCREPANCIES RAISED AFTER THE BID OPENING ACCORDINGLY.
3. THESE DRAWINGS AND SPECIFICATIONS ARE COMPLEMENTARY, AND ANY REQUIREMENT OF ONE SHALL BE A REQUIREMENT OF THE OTHER. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CAREFULLY EXAMINE THE DRAWINGS AND SPECIFICATIONS AND TO COMPARE THE REQUIREMENTS OF EACH DIVISION AND ENSURE THAT EACH TRADE OR SUBCONTRACTOR IS MAKING THE ALLOWANCES NECESSARY TO PROVIDE THE OWNER A COMPLETE FACILITY, OPERATIONAL IN ALL RESPECTS, UNLESS OTHERWISE SPECIFICALLY STATED IN THE DRAWINGS.
4. THE CITY ASSUMES NO RESPONSIBILITY FOR INSTRUCTING THE CONTRACTOR IN THE METHODS OF CONSTRUCTION. IT IS THE CONTRACTORS RESPONSIBILITY TO DETERMINE THE METHOD TO CONSTRUCT THE IMPROVEMENTS AS SHOWN ON THE PLANS.
5. LITTER CONTROL MEASURES TO PREVENT WIND-DRIVEN DEBRIS SHALL BE IMPLEMENTED THROUGHOUT THE DURATION OF CONSTRUCTION. ALL DEBRIS SHALL BE REMOVED AND THE PROJECT SITE CLEANED WITHIN 30 DAYS OF COMPLETION OF CONSTRUCTION.
6. AT NO TIME SHALL EXCAVATIONS BE LEFT UNCOVERED AFTER WORKING HOURS. CONTRACTOR SHALL SECURE THE WORK AREA AT THE END OF EACH DAY'S WORK.
7. AT ALL TIMES, THE CONTRACTOR SHALL TAKE PRECAUTIONS TO PROTECT UNDERGROUND UTILITIES, STRUCTURES AND OTHER ASSOCIATED FACILITIES FROM DAMAGE DURING CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE MEASURES OF PROTECTION. ANY DAMAGED FACILITIES SHALL BE REPAIRED OR REPLACED AS DIRECTED BY THE CITY OR ENGINEER AT THE CONTRACTORS EXPENSE.
8. THERE SHALL BE NO DEVIATIONS FROM THESE PLANS UNLESS APPROVED IN WRITING BY THE CITY.
9. THE CONTRACTOR SHALL CONTACT ALL CONCERNED UTILITIES AT LEAST FORTY EIGHT (48) HOURS IN ADVANCE OF CONSTRUCTION OPERATIONS.
10. CONTRACTOR SHALL COORDINATE AND COMPLY WITH ALL UTILITY COMPANIES INVOLVED IN PROJECT AND PAY ALL REQUIRED FEES AND COST.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING CERTIFIED MATERIAL TEST RESULTS TO THE CITY PRIOR TO THE RELEASE OF FINAL PAYMENT. TEST RESULTS MUST INCLUDE, BUT MAY NOT BE LIMITED TO, DENSITIES FOR SUBGRADE AND BASE DENSITIES AT UTILITY CROSSINGS, MANHOLES, INLETS, STRUCTURES. TEST SHALL INCLUDE ASPHALT GRADATION REPORTS, CONCRETE CYLINDERS, ETC.
12. WHERE NEW ASPHALT MEETS EXISTING ASPHALT, THE EXISTING ASPHALT SHALL BE SAW CUT TO PROVIDE A STRAIGHT EVEN LINE.
13. PRIOR TO REMOVING CURB OR GUTTER, THE ADJACENT ASPHALT SHALL BE SAW CUT TO PRODUCE A STRAIGHT EVEN LINE.
14. ALL PROPOSED ELEVATIONS REFER TO FINISHED GRADES.
15. IF ANY UNSUITABLE MATERIAL IS DISCOVERED, IT WILL BE REQUIRED TO BE REMOVED, BACKFILLED WITH APPROPRIATE FILL, COMPACTED, AND TESTED USING AASHTO T-180 MODIFIED PROCTOR METHOD.
16. FILL MATERIAL IS TO BE PLACED IN ONE FOOT LIFTS AND COMPACTED TO THE APPROPRIATE DENSITY (98% FOR PAVED AREAS AND 95% FOR BUILDING PADS AND ALL OTHER AREAS AS PER AASHTO T-180)
17. NO BURYING OF ANY ORGANIC MATERIALS ALLOWED.
18. CONTRACTOR TO INSTALL EARTH DAMS UPSTREAM AND DOWNSTREAM OF WORK AREAS WITHIN CANALS AND PROVIDE CONTINUOUS BYPASS PUMPING WITH SILENT KNIGHT (OR EQUAL) SOUND ATTENUATED ENCLOSURES.

SITE PREPARATION FOR PAVEMENT

1. PRIOR TO CONSTRUCTION, THE LOCATION OF EXISTING UNDERGROUND UTILITY LINES WITHIN THE CONSTRUCTION AREA SHOULD BE ESTABLISHED. PROVISIONS SHOULD BE MADE TO RELOCATE INTERFERING UTILITIES TO APPROPRIATE LOCATIONS. IT SHOULD BE NOTED THAT IF UNDERGROUND PIPES ARE NOT PROPERLY REMOVED OR PLUGGED, THEY MAY SERVE AS CONDUITS FOR SUBSURFACE EROSION WHICH MAY SUBSEQUENTLY LEAD TO EXCESSIVE SETTLEMENT OF THE OVERLYING STRUCTURES.
2. SHOULD THE SOILS EXPERIENCE PUMPING AND SOIL STRENGTH LOSS DURING THE INSTALLATION AND COMPACTION OPERATIONS, COMPACTION WORK SHOULD BE IMMEDIATELY TERMINATED AND (1) THE DISTURBED SOILS REMOVED AND BACKFILLED WITH DRY STRUCTURAL FILL SOILS WHICH ARE THEN COMPACTED, OR (2) THE EXCESS MOISTURE CONTENT WITHIN THE DISTURBED SOILS IS ALLOWED TO DISSIPATE BEFORE RE-COMPACTING.
3. TEST THE COMPACTED SURFACE FOR COMPLIANCE AT A MINIMUM OF ONE (1) LOCATION PER 10,000 SQUARE FEET WITHIN THE PAVEMENT AREA (MINIMUM 3 LOCATIONS).
4. PLACE THE COMPACT BACKFILL MATERIAL AS REQUIRED. THE FILL SHALL CONSIST OF "CLEAN" FINE SAND WITH LESS THAN 5 PERCENT SOIL FINES. PLACE FILL IN UNIFORM 10 TO 12-INCH LOOSE LIFTS AND COMPACT EACH LIFT TO A MINIMUM DENSITY OF 95 PERCENT OF THE MODIFIED PROCTOR MAXIMUM DENSITY. WITH THE EXCEPTION THAT DENSITIES OF AT LEAST 91 PERCENT PERCENT SHALL BE OBTAINED WITHIN THE UPPER ONE FOOT BELOW BASE COURSE. COMPACTED SOILS SHALL EXHIBIT MOISTURE CONTENT WITHIN 2 PERCENT OF THE SOILS OPTIMUM MOISTURE CONTENT AS DETERMINED BY THE MODIFIED PROCTOR TEST (ASTM D-1557). IF LIGHT EQUIPMENT IS USED, THEN THE LIFT THICKNESS SHALL BE REDUCED TO 6-INCH THICK LIFTS.
5. PERFORM COMPLIANCE TESTS WITHIN EACH LIFT OR FILL AT A FREQUENCY OF NOT LESS THAN ONE TEST PER 10,000 SQUARE FEET OF PAVEMENT AREA (MINIMUM 3 LOCATIONS).

DEMOLITION AND SWPPP NOTES

1. THE CONTRACTOR SHALL SCHEDULE A PRE-CONSTRUCTION MEETING WITH THE CITY PRIOR TO START OF CONSTRUCTION.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE CITY OF PORT ORANGE UTILITY DEPARTMENT, FLORIDA SUNSHINE AND EMERGENCY SERVICES FOR RESPECTIVE UTILITY LOCATIONS AND "NOTICE" OF CONSTRUCTION ACTIVITY.
3. ALL EROSION CONTROL DEVICES SHALL BE PLACED PRIOR TO THE START OF WORK AND REMAIN IN PLACE UNTIL ALL WORK IS COMPLETE. NOT DEVICES AND VISIBLE BARRICADES SHALL BE INSTALLED AND APPROVED BY THE CITY PRIOR TO THE START OF CONSTRUCTION.
4. THE CONTRACTOR SHALL PROVIDE THE CITY A NOT PLAN AT PRECONSTRUCTION MEETING. TRAFFIC SHALL BE ALLOWED TO CONTINUE DURING WORK. PROVIDE MEASURES TO DETOUR TRAFFIC AROUND OPEN EXCAVATION WITH ADEQUATE BARRICADES, SIGNAGE AND FLAGPERSON TO DIRECT TRAFFIC. EMERGENCY SERVICES SHALL BE NOTIFIED 48 HOURS IN ADVANCE.
5. EXISTING DRIVEWAYS SHOWN ADJACENT TO OR OUTSIDE LIMITS OF CONSTRUCTION SHALL REMAIN IN-SERVICE. EXISTING UTILITIES AND DRIVEWAYS SHALL NOT BE REMOVED UNLESS OTHERWISE NOTED.
6. ALL REMOVED MATERIAL SHALL BE HAULED OFF-SITE TO AN APPROVED LANDFILL. TREES MAY BE LOGGED OR MULCHED FOR OFF-SITE DISPOSAL AT THE CONTRACTOR'S DISCRETION.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR PERIODIC INSPECTION AND REMOVAL OF DEBRIS AND SILT BEHIND EROSION CONTROL DEVICES..
8. ALL INLETS AND PIPE SHALL BE PROTECTED DURING CONSTRUCTION BY INLET PROTECTION MEASURES TO PREVENT SILTATION IN THE DRAINAGE SYSTEM. THE ENTIRE DRAINAGE SYSTEM SHALL BE CLEANED OF ALL DEBRIS PRIOR TO FINAL ACCEPTANCE.
9. ALL OFF-SITE AREAS DISTURBED DURING CONSTRUCTION ACTIVITY SHALL BE IMMEDIATELY RESTORED TO PRIOR CONDITION UPON COMPLETION OF WORK.
10. SOILS ARE TO BE STABILIZED BY WATER OR OTHER MEANS DURING CONSTRUCTION. THIS IS INTENDED TO REDUCE SOIL EROSION, BLOWING SAND AND THE IMPACT TO NEIGHBORING PROPERTIES.
11. IF ANY DEWATERING IS TO OCCUR DURING ANY PHASE OF CONSTRUCTION THEN DEWATERING ACTIVITY SHALL ADHERE TO CHAPTER 40C-22 FAC MORE SPECIFICALLY AS FOLLOWS. PER 40C-22.030(3) A "NOTICED GENERAL SHORT-TERM DEWATERING PERMIT" IS REQUIRED "ONLY IF" DEWATERING EXCEEDS 4 MILLION GALLONS PER DAY, EXCEPT DURING THE FIRST 120 HOURS OF DEWATERING WHEN THE EARLY AND INSTANTANEOUS PUMPAGE RATES SHALL NOT EXCEED 8 MILLION GALLONS PER DAY. AVERAGE DAILY WITHDRAWAL SHALL NOT EXCEED 3 MILLION GALLONS PER DAY FOR THE FIRST 60 DAYS OF THE DEWATERING ACTIVITY AND SHALL NOT EXCEED ONE MILLION GALLONS PER DAY OF A 180 DAY DURATION. EACH SPECIFIC DEWATERING PROJECT SHALL NOT EXCEED 180 DAYS. THE CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE ANY DEWATERING ACTIVITY IS BELOW THE SPECIFIED THRESHOLD. OTHERWISE A PERMIT WILL BE REQUIRED AT THE EXPENSE OF THE CONTRACTOR. THE CONTRACTOR SHALL FAMILIARIZE ITSELF WITH CHAPTER 40C-22 FAC AND BE SOLELY RESPONSIBLE FOR OBTAINING AND SUBMITTING FORM RDS-55 TO SJRWMD A MINIMUM OF 10 DAYS PRIOR TO ANY DEWATERING ACTIVITY. SUBMITTAL OF FORM RDS-55 IS NOT REQUIRED IF DEWATERING IS 300,000 GALLONS PER DAY OR LESS AND WILL NOT EXCEED 30 DAYS IN DURATION.

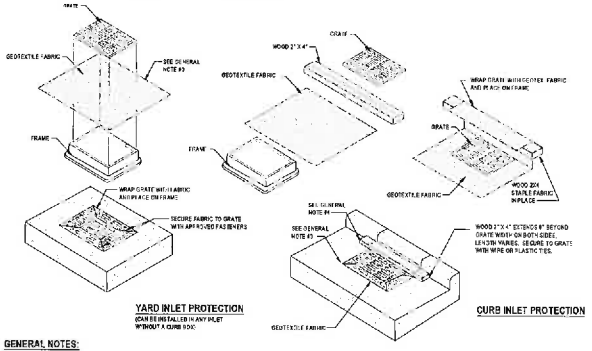
LAND ALTERATION / TREE PRESERVATION NOTES:

1. ALL TREES TO REMAIN MUST BE PROTECTED BY TREE PRESERVATION BARRICADES MEETING THE MINIMUM STANDARDS. PROTECTIVE BARRICADES SHALL REMAIN IN PLACE UNTIL LAND ALTERATION AND CONSTRUCTION ACTIVITIES ARE COMPLETED.
2. ALL TRIMMING SHALL BE UNDERTAKEN ON A TREE PROTECTED BY THE PROVISIONS OF THE LAND DEVELOPMENT CODE SHALL BE IN ACCORDANCE WITH THE AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) A-300 PRUNING STANDARDS.
3. OAK TREES LARGER THAN 24-INCHES AND ABOVE (HISTORIC) PRUNING SHALL BE PERFORMED BY AN ARBORIST CERTIFIED BY THE INTERNATIONAL SOCIETY OF ARBORICULTURE OR A REGISTERED CONSULTING ARBORIST WITH THE AMERICAN SOCIETY OF CONSULTING ARBORISTS. THE ARBORIST SHALL UNDERSTAND THAT THE AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) A-300 PRUNING STANDARDS IS A STANDARD OF DIVISION 4.3.
4. ALL TREE ROOTS EXISTING WITHIN APPROVED IMPROVEMENT AREAS AND ORIGINATING FROM A PROTECTED TREE, SHALL BE SEVERED CLEAN AT THE LIMITS OF THE PRESERVED AREA WHERE INDICATED ON THIS PLAN.

EROSION CONTROL NOTES

1. LAND DISTURBING ACTIVITIES SHALL NOT COMMENCE UNTIL APPROVAL TO DO SO HAS BEEN RECEIVED BY GOVERNING AUTHORITIES. THE GENERAL CONTRACTOR SHALL STRICTLY ADHERE TO THE SWPPP DURING CONSTRUCTION OPERATIONS.
2. NO LAND CLEARING OR GRADING SHALL BEGIN UNTIL ALL EROSION CONTROL DEVICES HAVE BEEN INSTALLED.
3. THE CONTRACTOR SHALL POST "NO TRESPASSING" SIGNAGE AT ALL SITE ENTRANCES PRIOR TO CONSTRUCTION.
4. MAINTAIN EROSION CONTROL MEASURES AFTER EACH RAIN AND AT LEAST ONCE A WEEK.
5. THIS PLAN SHALL NOT BE CONSIDERED ALL INCLUSIVE AS THE GENERAL CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PREVENT SOIL SEDIMENT FROM LEAVING THE SITE.
6. GENERAL CONTRACTOR SHALL COMPLY WITH ALL STATE AND LOCAL ORDINANCES THAT APPLY.
7. ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES WILL BE INSTALLED IF DEEMED NECESSARY BY ON SITE INSPECTION.
8. NO TURBID WATER SHALL BE DISCHARGED OFF-SITE FROM THE DEWATERING OPERATION. CONTRACTOR SHALL TAKE MEASURES TO CONTROL TURBIDITY.
9. IF INSTALLATION OF STORM DRAINAGE SYSTEM SHOULD BE INTERRUPTED BY WEATHER OR HURRITALL, THE PIPE ENDS SHALL BE COVERED WITH FILTER FABRIC.
10. GENERAL CONTRACTOR SHALL BE RESPONSIBLE TO TAKE WHATEVER MEANS NECESSARY TO ESTABLISH PERMANENT SOIL STABILIZATION.
11. PROVIDE DUST CONTROL FOR ALL EARTHWORK OPERATIONS. COVER AREA WITH LIGHT COATING OF WATER OR OTHER APPROVED METHOD.

GEOTEXTILE FABRIC INLET PROTECTION



YARD INLET PROTECTION
(CAN BE INSTALLED IN ANY INLET WITHOUT A CURB BOX)

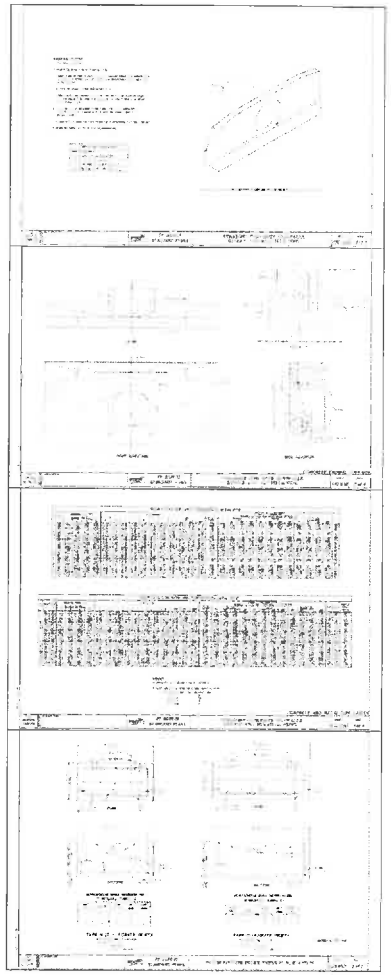
CURB INLET PROTECTION

GENERAL NOTES:

1. GEOTEXTILE TO BE MIRAFI FILTERWEAVE 402 OR GEOTEX 114F. ALTERNATIVES INCLUDE APPROVED EQUAL ASTM D4491 OR 900 TO 150 GALLON PER MINUTE PER SQUARE FOOT.
2. WHEN REMOVING OR MAINTAINING INLET PROTECTION, CARE SHALL BE TAKEN SO THAT THE SEDIMENT TRAPPED ON THE GEOTEXTILE FABRIC DOES NOT FALL INTO THE INLET. ANY MATERIAL FALLING INTO THE INLET SHALL BE REMOVED IMMEDIATELY.
3. FINISHED SIZE, INCLUDING FLAP POCKETS WHERE REQUIRED, SHALL EXTEND A MINIMUM OF 18" AROUND THE PERIMETER TO FACILITATE MAINTENANCE OR REMOVAL.
4. FOR CURB INLET PROTECTION AN ADDITIONAL 18" OF FABRIC IS WRAPPED AROUND THE WOOD AND SECURED WITH STAPLES. THE WOOD SHALL NOT BLOCK THE ENTIRE HEIGHT OF THE CURB BOX OPENING.
5. TRIM EXCESS FABRIC IN THE FLOW LINE TO WITHIN 3" OF THE GRATE.
6. THE CONTRACTOR SHALL DEMONSTRATE A METHOD OF MAINTENANCE, USING A SEWN FLAP, HAND HOLDS, OR OTHER METHOD TO PREVENT ACCUMULATED SEDIMENT FROM ENTERING THE INLET.

DRAINAGE NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO DRAINAGE SYSTEM AND SHALL RESTORE ANY DAMAGED STRUCTURES.
2. STORM PIPES SHALL BE REINFORCED CONCRETE PIPE (RCP) OR CORRUGATED PLASTIC PIPE (CPP).
3. THE CONTRACTOR SHALL PROVIDE COPIES OF SHOP DRAWINGS OF ALL MATERIAL AND STRUCTURES TO THE CITY FOR PRIOR ORDER.
4. CONTRACTOR TO PLACE FILTER FABRIC BETWEEN DRAINAGE STRUCTURES AND TOPS TO PREVENT SOIL INTRUSION. THE FABRIC SHALL BE PERIODICALLY CLEANED OF SAND & DEBRIS FABRIC SHALL REMAIN IN PLACE UNTIL PAVING IS COMPLETE.
5. ALL CONNECTIONS BETWEEN STORM PIPES AND STORM STRUCTURES, RETROFIT OR NEW, SHALL BE WATER TIGHT.
6. ALL EXISTING STRUCTURES, UNLESS OTHERWISE NOTED TO REMAIN, FENCING TREES, & ETC., WITHIN THE CONSTRUCTION AREA SHALL BE REMOVED AND DISPOSED OF OFFSITE.
7. ALL NEW DRAINAGE STRUCTURES SHALL BE PRE-CAST PER FDOT SPECIFICATIONS.
8. ALL DRAINAGE STRUCTURES AND STORM SEWER PIPES SHALL MEET HEAVY DUTY TRAFFIC (H20) LOADING AND BE INSTALLED ACCORDINGLY PER FDOT STANDARD SPECIFICATIONS AND MANUFACTURERS SPECIFICATIONS RESPECTIVELY.
9. ALL DRAINAGE STRUCTURES AND PIPES SHALL BE CLEANED OF SAND AT THE LAST STAGE OF CONSTRUCTION PRIOR TO THE FINAL INSPECTION.
10. ALL STORM INLET GRATES SHALL BE TRAFFIC RATED.



REVISION
DATE ITEM

SW SYSTEM REPAIR

CITY OF PORT ORANGE
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129

NOTES

PROJECT# P0277
DRAWING NO.
8 OF 9

REVISION
ITEM
DATE

SW SYSTEM
REPAIR

CITY OF PORT ORANGE
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129

STANDARD
CONSTRUCTION DETAILS

PROJECT # P0277
DRAWING NO.
9 OF 9

EXHIBIT "2"

Payment and Performance Bond

Consisting of 3 Pages

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

PAYMENT AND PERFORMANCE BOND

(Public Works)

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

BOND NO. _____

PRINCIPAL:

Developer or Contractor:	Gregori Construction, Inc.
Principal Business Address:	736 Ekastown Road Sarver, Pennsylvania 16055
Contact Person:	Peter N. Gregori, President
Phone Number:	(321) 567-4010

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: $549.800.00 **City Project Number: ITB 20-01 Citywide Stormwater Improvements**

Description of Work: Citywide Stormwater Improvements

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

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

Front Page

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

[CA7258]
[MTR/sal 2015-02-10]

Gregori Construction, Inc.

ITB 20-01 Citywide Stormwater Improvements

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, **Gregori Construction, Inc.,** as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of **FIVE HUNDRED FORTY-NINE THOUSAND EIGHT HUNDRED AND 00/100 DOLLARS ($549,800.00)**, 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 Citywide Stormwater Improvements, 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:

GREGORI CONSTRUCTION, INC.
(Principal)

_____
(As to Corporate Principal) Secretary

By:_____
Peter N. Gregori, President

_____
(Witness to Principal)

(Corporate Seal)

_____
(Surety)

_____
(Witness to Surety)

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

(Corporate Seal)

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

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

City of Port Orange
Public Works and Utilities Department

TO: Jamie Miller, Interim City Manager

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

FROM: Junos Reed, P.E., Engineering and Construction Manager

DATE: January 13, 2021

SUBJECT: Gregori Construction, Inc – Change Order No 1 to the Standard Contract for Services for Services (CA7258) City Wide Stormwater Improvements ITB 20-01

REQUEST:
The Public Works and Utilities Department requests City Council approval of Change Order 1 to the Standard Contract for Services (CA7258) with Gregori Construction, Inc. for services relating to replacement of 60 LF of 8" Gravity Sewer Main. The request is for an additional $5,175 with an additional three (3) days of contract time requested, for a revised contract amount of $554,975.

PURPOSE:
The purpose of this request is to maintain infrastructure by maintaining existing sanitary sewer pipelines, reduce expenses, and avoid duplicating work efforts on one jobsite.

CONSIDERATION:
On August 4, 2020, the City entered into a Standard Contract for Services (CA7258 with Gregori Construction, Inc. to provide citywide stormwater improvements. The contract was for specific locations and work. The contract listed six (6) areas to be repaired in the stormwater infrastructure.

While exposing the existing stormwater pipelines in preparation to perform the work on Alexander Ave. It was discovered that an existing 8" gravity sewer main in the work area on Alexander was deformed (developed a belly) and not functioning properly as a gravity main. It is believed that the belly in the line is due to underlying soil disturbance after the pipe had been undermined when the roadway washed out. To properly repair the gravity sewer main, 60 linear feet of 8" gravity sewer pipe will need to be removed and replaced.

The cost for the repairs provided by the Contractor for this unforeseen work is substantially less than if the City were to leave the pipe as is and have a separate contractor perform the work after the current stormwater work is completed. A separate contractor would have additional expenses for restoration/ repaving the area of the repair, mobilization/demobilization costs, and major disturbance to the residential neighborhood for a second time.

Change Order No 1 to the Standard Contract for Services (CA7258) is $5,175, for a revised total contract amount not to exceed $554,975. An additional three (3) days will be added to the final completion. This will move the final completion date from November 30, 2021 to December 3, 2021.

The Department believes it is in the best interest of the City to authorize the existing contractor to perform the work while they are already on the jobsite.

FUNDING:

There is sufficient funding available for this request:

Project URH001
Fund: 401
Fund Name: Water & Sewer System
Cost Center: Water and Sewer
Spend Category: Sewer-Capital
FY2021 Current Budget: $650,000
Change Order Amount: $5,175
Original Contract Amount: $549,800
Revised Contract Amount: $554,975

RECOMMENTATION:

The Public Works and Utilities Department recommends City Council approval of Change Order 1 to the Standard Contract for Services (CA7258) with Gregori Construction, Inc. for services relating to replacement of 60 LF of 8” Gravity Sewer Main. The request is for an additional $5,175. with an additional three days of contract time requested, for a revised contract amount of $554,975.

ANTICIPATED SCHEDULE:

The proposed Change Order 1 does adds 3 additional days to the construction schedule. The contractor will proceed with the additional work when Change Order 1 is approved.

ATTACHMENTS:

1. Change Order No 1 Draft
2. Gregori Construction, Inc. Change Order 1 Proposal
3. Original Standard Contract for Services (CA7258)

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 2/16/2021

Consent item: Yes

SUBJECT: (B7c) Approval to waive formal bidding requirements for the repair of two (2) Pumps at the Water Reclamation Facility (WRF) by Power & Pumps, Inc.

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve waiving formal bidding requirements for the rebuilding of two (2) Internal Recycle (IR) pumps located at the Water Reclamation Facility and authorize City Manager and City Attorney to review and approve all necessary documents to complete the requested services with City Manager and City Clerk to execute said documents.

SUMMARY: The Port Orange Water Reclamation Facility has six Internal Recycle Pumps as a major part of the treatment process. Two pumps have failed and need immediate repair. The two (2) pumps are no longer under warranty.

Barney's Pumps, Inc. is the City's current approved single/sole vendor for the "purchase of Aurora & Layne Verti-line pumps, parts and repairs (warranty and non-warranty). However,Barney's Pumps, Inc. has a current back log of repairs and said it would take up to 40 weeks or longer to repair the two pumps.

Power & Pumps stated they could repair them in 10-12 weeks. With time being of the essence to ensure continued plant operations, staff sent the pumps to Power & Pumps for a repair estimate.Repair for each pump is $25,375 for a total amount of $50,750 for both pumps. Replacement costs are $90,000 each pump. Power & Pumps, Inc. have done repairs in the past. Once repaired, the pumps will be reinstalled by City staff.

The Department requests City Council waive the formal bidding process for the repair under the current Purchasing Policy based on the "Most Reasonable" option. The vendor has already dismantled the pumps to evaluate the cost of repair and sending the pumps to another vendor for an estimate would delay repairs and cost additional money for transportation and putting the pumps back together for another vendor to dismantle.

Project No.: none

Funding Account No.: Fund: 401 - Water and Sewer System, Cost Center: Water and Sewer, Program: Wastewater Treatment, Spend Category: Equipment Maintenance, no project requirement

Presenter: Lynn Stevens

ATTACHMENTS:

1.	Waiver of Formal Bidding Requirements Form	Waiver of Formal Bidding Requirements Form.pdf
2.	Dept Justification Memo - WRF Power & Pumps w SB rev	Dept Justification Memo - WRF Power & Pumps w SB rev.docx
3.	Power & Pumps Quote 1178684	Qte1178684.pdf
4.	Port Orange Repair Report 1178682	Port Orange Repair Report 1178682.pdf
5.	Port Orange Repair Report 1178684	Port Orange Repair Report 1178684.pdf

Julia Wiggins	Created/Initiated - 1/26/2021
Julia Wiggins	Approved - 1/26/2021
Steve Parnell	Approved - 1/26/2021
Lynn Stevens	Approved - 1/26/2021
Lupe Reyna-Coffin	Approved - 2/3/2021
Scott Neils	Approved - 2/4/2021
Matthew Jones	Approved - 2/4/2021
Jamie Miller	Approved - 2/4/2021
Robin Fenwick	Final Approval - 2/5/2021

CITY OF PORT ORANGE
Waiver of Formal Bidding Requirements
Over $25,000

City Code Section 2-267

Department:

Vendor:	Power & Pumps, Inc.
Department:	Public Works & Utilities
Commodity or Service	Repair of two (2) Aurora & Layne Verti-line Pumps
Fiscal Year:	2021
Amount of Expenditure:	$50,750
Type of Purchase (City Code 2-267)	Refer to department justification memo

Purchasing: *(attached verification)*

- ☐ Sole Source Approval.
- ☐ Piggyback Approval.
- ☒ Other: Vendor has dismantled & quoted repairs, refer to the justification memo

Department Head:	Lynn Stevens
Department Head's Signature:	
Date Signed:	February 4, 2021

Purchasing Manager:	
Purchasing Manager's Signature:	
Date Signed:	

City Manager:	
City Manager's Signature:	
Date Signed:	

*Please note, the waiver of formal bidding requirements does not exempt the bidder from meeting city contract requirements.

1.) Contract mgmt Item # 2021-10674
2) Agenda 2/16 Item # Item #2021-10640

City of Port Orange
Public Works & Utilities Department

TO: Jamie Miller, Interim City Manager

THRU: Lynn Stevens, Public Works & Utilities Director
Steve Parnell, Deputy Director of Public Utilities

FROM: Julia Wiggins, Public Works & Utilities Business Manager

DATE: January 26, 2021

SUBJECT: Power & Pumps, Inc. – Waive Formal Bidding Requirements to rebuild two (2) WRF Internal Recycle (RI) Pumps

REQUEST:
The Public Works & Utilities Department is requesting City Council to approve waiving formal bidding requirements for the repair of two (2) pumps located at the Water Reclamation Facility and to issue a purchase order to Power & Pumps, Inc., 803 North Myrtle Avenue, Jacksonville, FL 32204-1033, in the amount of $50,750.00.

PURPOSE:
The purpose of this request is to maintain operations of the Water Reclamation Facility in compliance with FDEP permits.

CONSIDERATION:
The Port Orange Water Reclamation Facility has six Internal Recycle Pumps as a major part of the treatment process. The plant operates with 3 pumps on each treatment unit, two in operation with one as a backup. Staff has replaced two of the six pumps this fiscal year and has a schedule for replacement of the remaining 4. The remaining four pumps are 30 years old and reached their life expectancy. Replacement pumps are 36-40 weeks for delivery. Currently two pumps have failed and need immediate repair to maintain plant operations. The two (2) pumps in need of repair are no longer under warranty.

Barney's Pumps, Inc. is the City's current approved single/sole vendor for the "purchase of Aurora & Layne Verti-line pumps, parts and repairs (warranty and non-warranty). This was approved by the Purchasing Manager and City Manager on October 17, 2019 and in accordance with the City's purchasing manual. No formal Standard Contract for Services was required since all work was performed in the vendors facility.

Barney's Pumps, Inc. has a current back log of repairs and said it would take up to 40 weeks or longer to repair the two pumps. Power & Pumps stated they could repair them in 10-12 weeks. With time being of the essence to ensure continued plant operations, staff sent the pumps to Power & Pumps for a repair estimate.

Power & Pumps, Inc. disassembled and evaluated both pumps for a repair cost. Repair for each pump is $25,375 for a total amount of $50,750 for both pumps. The estimated repair time is 10-12 weeks. Replacement costs are $90,000 each pump with a 36 to 40-week delivery time. Power & Pumps, Inc. have done repairs on pumps of similar nature for the City in the past. Once repaired, the pumps will be reinstalled by City staff. An additional two pumps are scheduled to be purchased the end of this fiscal year.

The Department requests waiving the formal bidding process for the repair under the current Purchasing Policy based on the "Most Reasonable" option and in the best interest of the City. The vendor has already dismantled the pumps to evaluate the cost of repair and sending the pumps to another vendor for an estimate would delay repairs and cost additional money for transportation and reassembling the pumps for another vendor to dismantle them to quote the repairs.

FUNDING:

There is sufficient funding for this expenditure:

Water Reclamation Facility – Equipment Maintenance
Fund: 401
Fund Name: Water and Sewer System
Cost Center: Water and Sewer
Program: Wastewater Treatment
Spend Category: Equipment Maintenance

RECOMMENDATION:

The Public Works & Utilities Department recommends City Council approve waiving formal bidding requirements for the repair of two (2) pumps located at the Water Reclamation Facility and to issue a purchase order to Power & Pumps, Inc., 803 North Myrtle Avenue, Jacksonville, FL 32204-1033, in the amount of $50,750.00.

ANTICIPATED SCHEDULE:

a.) Council Approval: February 16, 2021
b.) Purchase Order Issuance: February 22, 2021
c.) Project Completion – May 30, 2021

ATTACHMENTS:

a.) Quotation #1178684 dated 1/18/2021
b.) Repair Inspection Quote #1178682
c.) Repair Inspection Quote #1178684

QUOTATION

Power & Pumps Inc.
803 NORTH MYRTLE AVENUE
JACKSONVILLE, FL 32204-1033
904-356-5881
FAX: 904-356-8717

Order Number	
1178684	
Order Date	Page
1/18/21	1 of 2

Quote Expires On2/17/2021

BILL TO
CITY OF PORT ORANGE
ATTN: ACCOUNTS PAYABLE
P.O. BOX 291759
PORT ORANGE, FL 32129-1759

SHIP TO
CITY OF PORT ORANGE
4400 WELLPOINT DRIVE
PORT ORANGE, FL 32129

Customer ID: 10897

Requested By: Mr. BRENT REED
386-506-5500

Quote Reference	Terms: Net 30 Days	Contact: Justin Booth
LAYNE VTP REPAIRS	Freight: Prepay & Allow	Phone Ext: 4117
	Shipper:	Email: jbooth@powerandpumps.com

Line #	Quantity Ordered / Req'd Date	UOM / Unit Size	Disp.	Item ID / Item Description	Unit Price	Extended Price

Order Note: LAYNE VERTICAL TURBINE PUMP
TYPE: 14LM7E
1-STG
PUMP NO: 110250
4200-GPM, 16-FT/HD, 880-FL RPM

Line #	Quantity Ordered / Req'd Date	UOM / Unit Size	Disp.	Item ID / Item Description	Unit Price	Extended Price
1	**2.00** 4/19/21	EA		WO10897-LAYNE VERTICAL TURBINE TYPE 14LM7E, PUMP NO 110250 BOTH PUMPS Scope of Repair / replace Layne VTP Model: 14LM7E - Arrive onsite, load pump with customer and transport back to our facility. - Disassemble and inspect, checking all clearances and tolerances. --- Found pump impeller / prop and volute bowl beyond repair, out of tolerance. --- Suggest changing pump end to a Fairbanks model 8312. ----- This pump end will keep the conditions of service (4200 GPM @ 16' TDH) and will allow you to keep existing piping (no piping changes!) - Install all new marine bushings and bushing supports. - Fabricate new stuffing box and bushing. - Sandblast all existing column pipe, and prime with high solids enamel primer. - Install all new stainless steel hardware. - Install new shaft couplings, and new pump shaft. - Install new line shaft (deleting existing oil lube shaft column that wasn□t being used). - Install new graphite packing. - Sandblast pump discharge head to SP-6 finish, and prime. - Once unit is fully assembled, paint unit with high solids speed enamel. - Transport unit back to customer's location. Delivery for pump assembly from the factory is 10-12 weeks. Thank you for the opportunity to quote, we appreciate your business !	25,375.0000	50,750.00

Power & Pumps Inc.

803 NORTH MYRTLE AVENUE
JACKSONVILLE, FL 32204-1033
904-356-5881
FAX: 904-356-8717

QUOTATION

Order Number	
1178684	
Order Date	Page
1/18/21	2 of 2

Quote Expires On2/17/2021

Line #	Quantity Ordered / Req'd Date	UOM / Unit Size	Disp.	Item ID / Item Description	Unit Price	Extended Price

Total Number of Lines: 1

SUB-TOTAL:	50,750.00
****ESTIMATED TAX:***	0.00
TOTAL AMOUNT:	**50,750.00**

Power & Pumps, Inc.'s Standard Terms and Conditions apply. Please visit www.powerandpumps.com/tc.aspx for details.

* If an order is taxable then applicable taxes will be computed at the time of shipment and could be different from any estimated amount shown here .

Power & Pumps Inc.
Service Repair Group

803 N Myrtle Avenue – Jacksonville, FL 904-356-5881

Vertical Turbine Pump Repair Inspection Report

Quote Number	1178682

Customer Name	City of Port Orange	Customer Contact	Brent Reed
Phone Number	386-506-5500	E-Mail	brreed@port-orange.org
Reference		Location	
Manufacturer	Layne	Model	14LM7E
Serial Number	Unknown (No Tag)	Stages	1-STG

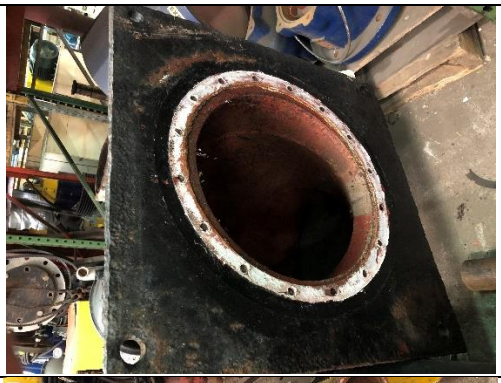
Incoming Condition of Unit	Pump picked up from customer location with slight rust and scaling. Full of product. Condition expected for this type and age pump.

Power & Pumps Inc.
Service Repair Group

803 N Myrtle Avenue – Jacksonville, FL 904-356-5881

Teardown and Inspection Procedure:
• Pressure washed entire pump. Took pictures from different angles and noted any damages. • Disinfect pump for disassembly. • Further disassembled pump and inspected, taking note of all clearances and tolerances. Took photos during disassembly. • Cleaned all parts for inspection. Damage and wear to parts noted. • See below for photos and notes.

Head / Column Pipe	Head and column pipe both in decent shape. Normal rust/scaling/corrosion. Will need to be fully sandblasted and repainted.



Power & Pumps Inc.
Service Repair Group

803 N Myrtle Avenue – Jacksonville, FL 904-356-5881

Impeller	Impeller and impeller shaft are worn beyond factory clearances. Will need to be replaced with the entire bowl assembly.

Power & Pumps Inc.
Service Repair Group

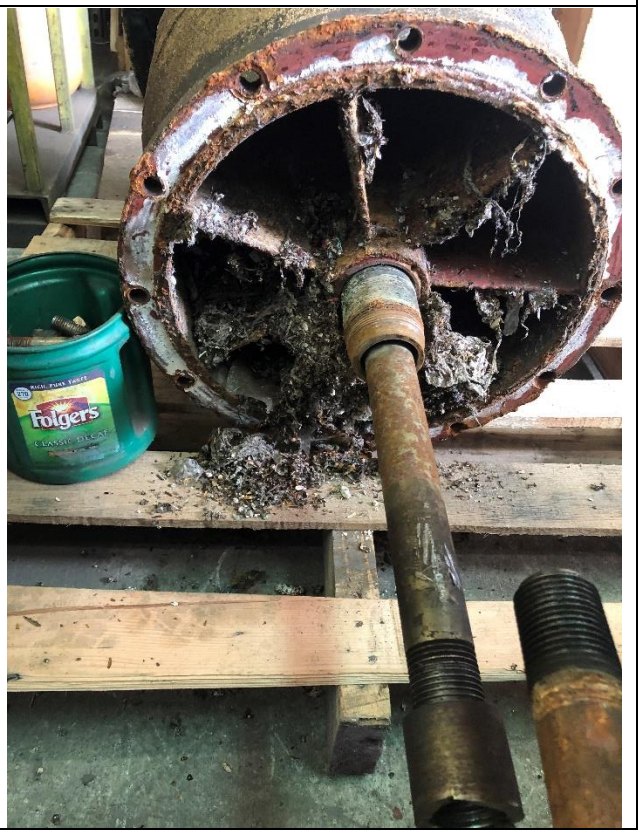
803 N Myrtle Avenue – Jacksonville, FL 904-356-5881

Shafting	Shafting shows normal wear around bushings, and rust/corrosion. Will replace all shafts and couplings, along with marine bushings. Oil lube column will be deleted.

Power & Pumps Inc.
Service Repair Group

803 N Myrtle Avenue – Jacksonville, FL 904-356-5881

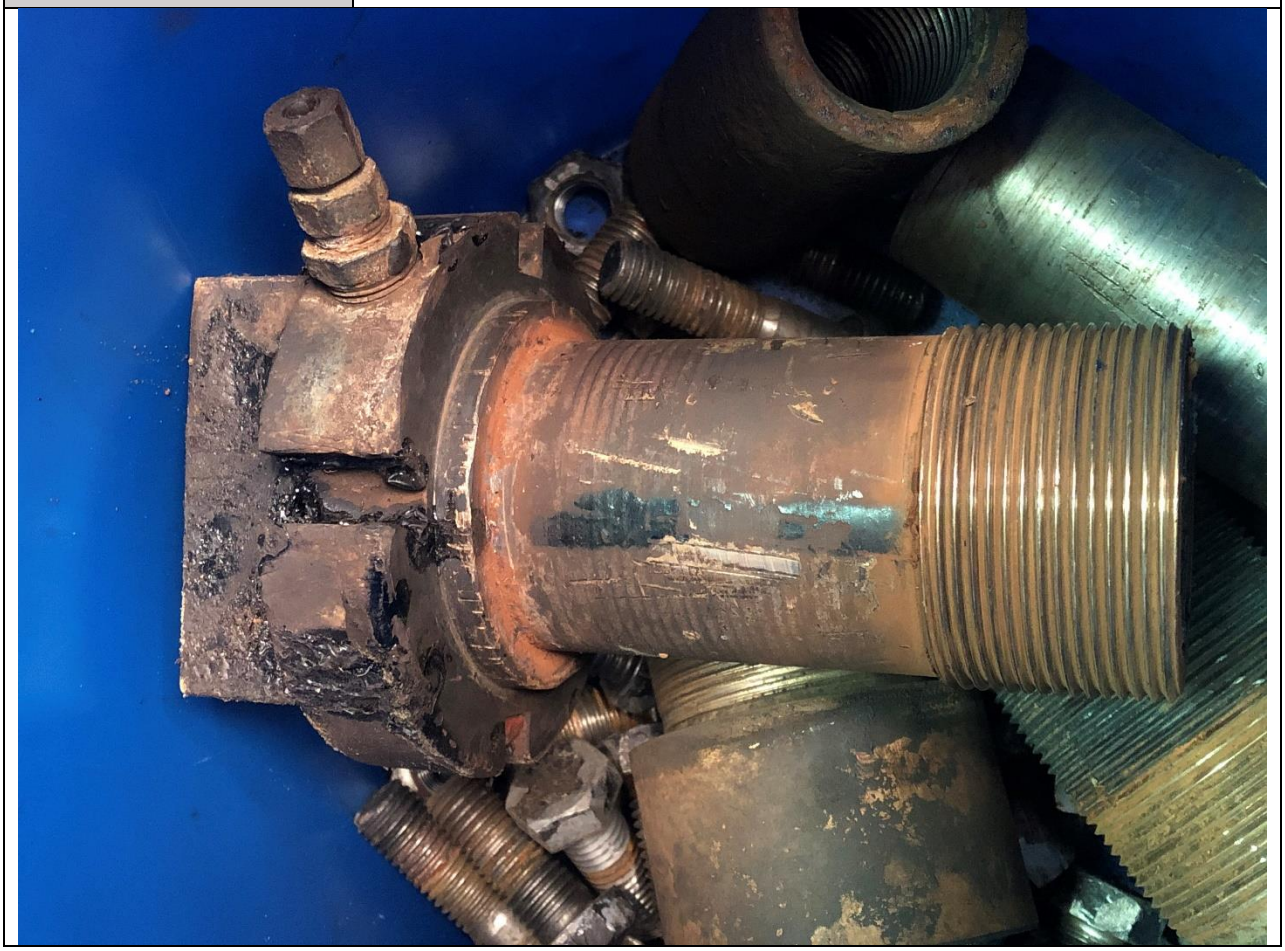
Bowls	Bowl assembly highly corroded – beyond factory specifications. Will replace entire bowl assembly with impeller and shaft. (Replacing with 14” Fairbanks 8312)



Power & Pumps Inc.
Service Repair Group

803 N Myrtle Avenue – Jacksonville, FL 904-356-5881

Stuffing Box Gland	Gland is in bad shape. High corrosion. New one will be fabricated.



Power & Pumps Inc.
Service Repair Group

803 N Myrtle Avenue – Jacksonville, FL 904-356-5881

Repair Proposal

- Clean and polish parts as needed.
- Reassemble unit with the following parts and procedures:
  - Replace existing bowl assembly with new Fairbanks 14” model 8312 bowl.
    - Will keep existing conditions of service at 4200-GPM @ 16’ TDH
  - Sandblast existing discharge head and column pipe to SP-6 finish, and prime with high solids enamel primer.
  - Install all new line shafts and motor shaft, complete with new couplings and marine bushings.
  - Fabricate new stuffing box and bushing and install new graphite packing.
  - Use all new stainless steel hardware during reassembly.
- Mask off and paint entire pump using high solids speed enamel.
- Transport and deliver pump back to customer.

Power & Pumps Inc.
Service Repair Group

803 N Myrtle Avenue – Jacksonville, FL 904-356-5881

Repair Proposal Pricing

Teardown & Inspection Fee: **$250.00** (T&I Fee waived if repaired)

Repair Cost: **$25,375.00**

Repair Lead Time: *10-12 Weeks after receipt of purchase order*
(This is based on factory availability and current shop load)

Replacement Cost: **N/A**

T&I Fee waived if new unit purchased

Replacement Lead Time: *N/A*

Freight: Prepaid & Allowed (If repaired or replaced)
Prepaid & Charge (If not repaired or replaced)

Terms: Net 30

Any quotation provided by Power & Pumps Inc. is an estimate for the work that we know is required. In the unlikely event that the product requires anything other than that described above, Power & Pumps Inc. will advise the customer prior to proceeding. Purchase orders will be required prior to any services being provided, unless otherwise agreed to in writing.

Service repairs carry a 90-day warranty from the date of shipment, or remaining warranty period, whichever is greater. Please refer to Power & Pumps Inc standard terms and conditions.

Quotations from Power & Pumps Inc. are good for 30 days from the date that the quote is issued. The customer has 90 days from the date of quotation to provide Power & Pumps Inc. with instructions for final disposition of the product, i.e., repair and service per the quotation, or return the product to the customer. If, however, the customer does not respond to Power & Pumps Inc. within such 90-day period, all abandoned products will then become the property of Power & Pumps Inc to dispose of as it sees fit. If the customer chooses to have the product returned, the customer will agree to pay for all inspection fees and freight costs.

Power & Pumps Inc.
Service Repair Group

803 N Myrtle Avenue – Jacksonville, FL 904-356-5881

Vertical Turbine Pump Repair Inspection Report

Quote Number	1178684

Customer Name	City of Port Orange	Customer Contact	Brent Reed
Phone Number	386-506-5500	E-Mail	brreed@port-orange.org
Reference		Location	
Manufacturer	Layne	Model	14LM7E
Serial Number	1110250	Stages	1-STG

Incoming Condition of Unit	Pump picked up from customer location with rust and scaling. Head heavily rusted. Full of product. Average condition.

Power & Pumps Inc.
Service Repair Group

803 N Myrtle Avenue – Jacksonville, FL 904-356-5881

Teardown and Inspection Procedure:
• Pressure washed entire pump. Took pictures from different angles and noted any damages. • Disinfect pump for disassembly. • Further disassembled pump and inspected, taking note of all clearances and tolerances. Took photos during disassembly. • Cleaned all parts for inspection. Damage and wear to parts noted. • See below for photos and notes.

Head / Column Pipe	Discharge head in rough shape. Heavy rusting. Column pipe shows normal rust/scaling/corrosion. Will need to be fully sandblasted and repainted.

Power & Pumps Inc.
Service Repair Group

803 N Myrtle Avenue – Jacksonville, FL 904-356-5881

Impeller	Impeller and impeller shaft are worn beyond factory clearances, along with dents and rust. Will need to be replaced with the entire bowl assembly.

Power & Pumps Inc.
Service Repair Group

803 N Myrtle Avenue – Jacksonville, FL 904-356-5881

Shafting	Shafting shows normal wear around bushings, and rust/corrosion. Will replace all shafts and couplings, along with marine bushings. Oil lube column will be deleted.

Power & Pumps Inc.
Service Repair Group

803 N Myrtle Avenue – Jacksonville, FL 904-356-5881

Bowls	Bowl assembly highly corroded – beyond factory specifications. Will replace entire bowl assembly with impeller and shaft. (Replacing with 14” Fairbanks 8312)

Stuffing Box Gland	Gland is in bad shape. High corrosion. New one will be fabricated.

Power & Pumps Inc.
Service Repair Group

803 N Myrtle Avenue – Jacksonville, FL 904-356-5881

Repair Proposal

- Clean and polish parts as needed.
- Reassemble unit with the following parts and procedures:
  - Replace existing bowl assembly with new Fairbanks 14” model 8312 bowl.
    - Will keep existing conditions of service at 4200-GPM @ 16’ TDH
  - Sandblast existing discharge head and column pipe to SP-6 finish, and prime with high solids enamel primer.
  - Install all new line shafts and motor shaft, complete with new couplings and marine bushings.
  - Fabricate new stuffing box and bushing and install new graphite packing.
  - Use all new stainless steel hardware during reassembly.
- Mask off and paint entire pump using high solids speed enamel.
- Transport and deliver pump back to customer.

Power & Pumps Inc.
Service Repair Group

803 N Myrtle Avenue – Jacksonville, FL 904-356-5881

Repair Proposal Pricing

Teardown & Inspection Fee: **$250.00** (T&I Fee waived if repaired)

Repair Cost: **$25,375.00**

Repair Lead Time: *10-12 Weeks after receipt of purchase order*
(This is based on factory availability and current shop load)

Replacement Cost: **N/A**

T&I Fee waived if new unit purchased

Replacement Lead Time: *N/A*

Freight: Prepaid & Allowed (If repaired or replaced)
Prepaid & Charge (If not repaired or replaced)

Terms: Net 30

Any quotation provided by Power & Pumps Inc. is an estimate for the work that we know is required. In the unlikely event that the product requires anything other than that described above, Power & Pumps Inc. will advise the customer prior to proceeding. Purchase orders will be required prior to any services being provided, unless otherwise agreed to in writing.

Service repairs carry a 90-day warranty from the date of shipment, or remaining warranty period, whichever is greater. Please refer to Power & Pumps Inc standard terms and conditions.

Quotations from Power & Pumps Inc. are good for 30 days from the date that the quote is issued. The customer has 90 days from the date of quotation to provide Power & Pumps Inc. with instructions for final disposition of the product, i.e., repair and service per the quotation, or return the product to the customer. If, however, the customer does not respond to Power & Pumps Inc. within such 90-day period, all abandoned products will then become the property of Power & Pumps Inc to dispose of as it sees fit. If the customer chooses to have the product returned, the customer will agree to pay for all inspection fees and freight costs.

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 2/16/2021

Consent item: Yes

SUBJECT: (B7d) Approval and Ratification of the International Union of Police Association (IUPA) 2021-2023 Collective Bargaining Agreement

DEPARTMENT: Administrative Services

GOAL:

RECOMMENDED MOTION: Move to approve the 2021 - 2023 Collective Bargaining Agreement negotiated between the City of Port Orange and IUPA.

SUMMARY: On September 16, 2020 the International Union of Police Association (IUPA) was certified by PERC as the exclusive collective bargaining representative for Police Officers and Police Sergeants within the City. The City and IUPA have negotiated the initial contract, which is a three year Collective Bargaining Agreement covering the current Fiscal Year through 09/30/2023. The contract provides for one year of wage adjustments and then openers in the second and third year of the contract.

On January 28, 2021 the City received notification that the IUPA members voted in favor of this agreement. In order to ratify this agreement, the City Council must also vote in favor of the proposed changes.

Staff has attached a summary/highlight of some of the major articles and a clean copy of the entire contract.

Project No.: Funding Account No.:

Presenter: Heather Carrizales

ATTACHMENTS:

1.	IUPA AGREEMENT 2021-2023 CLEAN COPY	IUPA AGREEMENT 2021-2023 CLEAN COPY.pdf
2.	IUPA Signature Page	IUPA Signature Page.pdf
3.	Summary of IUPA Proposal	Summary of IUPA Proposal.docx

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AGREEMENT

BETWEEN

CITY OF PORT ORANGE, FLORIDA

AND

INTERNATIONAL UNION OF POLICE ASSOCIATIONS

LOCAL 6051

PERC Certification #1983

_____ through September 30, 2023

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ARTICLE 1
AGREEMENT

THIS AGREEMENT is entered into by and between the City of Port Orange, hereinafter referred to as the "City", and the International Union of Police Associations, AFL-CIO (IUPA), hereinafter referred to as the "Association".

Whenever a male gender is used in this Agreement, it shall be construed to include male and female employees.

Whenever the phrase "in writing" is used in this Agreement, it shall be construed to include regular mail, facsimile, and electronic mail (email) as an acceptable form of written communication unless specifically stated otherwise in a particular Article.

WITNESSETH:
WHEREAS, This Agreement reduces to writing the understandings of the City and the Association to comply with the requirements contained in Chapter 447, Florida Statutes, as amended; and

WHEREAS, This Agreement is designed to provide for an equitable and feasible procedure for the resolution of differences concerning the enforcement of this Agreement in accordance with grievance procedures contained herein; and

WHEREAS, This Agreement is entered into to promote a harmonious relationship between the Association and the City and to encourage more effective employee service in the public interest; and

WHEREAS, The Association understands that the City is engaged in furnishing essential public service which affects the health, safety and welfare of the general public; and the Association recognizes the need to provide continuous and reliable service to the public; therefore, it is hereby agreed:

ARTICLE 2
ASSOCIATION RECOGNITION

2.1 The City recognizes the Association as the exclusive collective bargaining representative for those employees in the following bargaining unit, as defined in PERC Certification # 1983, dated October 2, 2020.

Included: Sworn full time police personnel for the following ranks: Police officer and police sergeant.

Excluded: All other classifications.
Any Amendment to the unit certified by Public Employees Relations Committee (PERC) must be accomplished by a unit clarification petition filed with and approved by PERC. Bargaining unit employees in positions formally included and approved by PERC will be entitled to the terms and benefits of this Agreement.

ARTICLE 3
MANAGEMENT RIGHTS

3.1 The Association recognizes that it is the function of management to determine and direct the policies, mode and method of providing its services without any interference in the management and conduct of the City's operations.

3.2 The City shall continue to exercise the exclusive right to take any action it deems necessary or appropriate in the management of its operations and the direction of its work force. The City expressly reserves all rights, powers and authority customarily exercised by management, including all inherent and common law management rights and functions which the City has not expressly modified or delegated by express provisions of this Agreement. Unless specifically addressed in this Agreement nothing in this Agreement shall be construed to limit or impair the right of the City to exercise its own discretion in determining whom to employ, and nothing shall be interpreted as interfering in any way with the City's right to alter, rearrange, or change, extend, limit or curtail its operations or any part thereof.

3.3 Without limiting the provisions of Sections 3.1 and 3.2, but in order to clarify some of the more important unilateral rights retained by management, the City shall have the following unilateral management rights, unless such rights are specifically limited and in direct conflict with this Agreement or the law:

(a) To determine the size and composition of the work force, including the number or composition of employees assigned to any particular operation, shift or turn;
(b) To determine the number and type of equipment, vehicles, materials, and supplies to be used, operated, or distributed;
(c) To hire, rehire, promote, lay-off and recall employees;
(d) To evaluate, maintain, and/or improve the efficiency of employees;
(e) To create or abolish job classifications and the minimum qualifications for job classifications, and to determine the amount and type of work;
(f) To determine the assignment of work, and to schedule the hours and days to be worked on each job and each shift, unless contrary to a specific provision of this Agreement;
(g) To discontinue, temporarily or permanently, in whole or in part its operations and to transfer, or assign all or any part of its operation or any part thereto to new facilities;
(h) Should management have a reasonable basis to believe the employee is not physically capable of performing his job they may require an employee to take a physical or mental examination, given by a health service or a physician or psychiatrist selected by the City;
(i) To determine the location, method, means and personnel by which operations are to be conducted;
(j) To introduce new, different or improved methods, means and processes of conducting the operations, transportation, maintenance and service of the employer;
(k) To determine the work to be performed during the employees' regular workday and require that all work be performed in a satisfactory and professional manner;

(l) To assign overtime work in accordance with the provisions of this Agreement;

(m) To reward or reprimand, discharge or otherwise discipline an employee for just cause;

(n) Establish, maintain end enforce, or rescind, amend or change, reasonable rules and regulations and standard operational procedures, it being understood that such rules and regulations and standard operational procedures shall not conflict with the provisions of this Agreement. If the proposed additions, deletions or changes affect the terms and conditions of employment of bargaining unit employees that are mandatory subjects of bargaining, the Association shall have the right to request bargaining over those proposed additions, deletions or changes. This request must be made in writing to the Department Head and submitted to him/her within seven (7) days of the change being published. If no request for bargaining is made by the Union during this seven (7) day period, or the proposed additions, deletions or changes do not affect terms and conditions of employment of bargaining unit members or is not a mandatory subject of bargaining, the modifications shall become effective on the date specified when published.

3.4 The City reserves and retains in full and completely any and all management rights, prerogatives and privileges except to the extent that such rights, prerogatives and privileges are specifically limited by some express provision of this Agreement or the law, and has no obligation to bargain over the decision to exercise such rights, prerogatives and privileges, or the effect of such decisions.

3.5 The City's failure to exercise any function or right hereby reserved to it, or its exercising any function or right in a particular way, shall not be deemed a waiver of this right to exercise such function or right, nor preclude the City from exercising the same in some other way not in conflict with the express provisions of this Agreement.

3.6 The City, subject to State law, has the sole authority to determine its purpose and mission and the amount and allocation of the budget.

3.7 If, in the sole discretion of the City, it is determined that civil emergency conditions exist, including but not limited to riots, pandemics, civil disorders, hurricanes or other weather conditions, or similar catastrophes the provisions of this Agreement may be suspended during the time of the declared emergency except for the grievance, disciplinary and economic provisions.

3.8 However, the exercise of the above rights shall not preclude employees or their representative from raising grievances or seeking other relief, should decisions on the above matters have the consequence of violating the terms and conditions of this Agreement or the law.

ARTICLE 4
EMPLOYEE RIGHTS

4.1 The parties hereto agree not to interfere with the right of, or discriminate against, any employee for becoming a member of the Association, being a member of the association, withdrawing from membership from the Association, or refraining from becoming a member of the Association, as defined by Florida Statute Chapter 447. Any employee who believes their statutory rights under Chapter 447 have been violated, may address such through the steps of the grievance procedure set forth in this Agreement through the City Manager, but not arbitration. If the grievant is not satisfied with the final decision of the City Manager, the grievant may proceed through the statutory mechanism set forth in Chapter 447.

4.2 There shall be no discrimination against any employee covered by this agreement by reason of race, color, religion, sex, sexual orientation or transgender status, pregnancy, national origin, age, handicap or marital status. Allegations of discrimination shall be handled pursuant to Police Department policy and not the grievance procedure set forth in this Agreement.

4.3 Nothing contained in this Agreement shall foreclose any employee covered by this Agreement from pursuing any right or remedy, not including arbitration, as defined in Article 14 available under this Agreement, without representation by the Association. Further, nothing contained in this Agreement shall foreclose any employee from discussing a non-contract problem directly with his immediate supervisor or other Departmental Official without the intervention of the Association, provided that the immediate supervisor or other Departmental Official agreed to discuss and/or attempt to resolve the matter.

4.4 In matters involving a formal grievance filed pursuant to the grievance Article of this Agreement, the Association shall be given the right to be present at any meeting called for the resolution of such grievance.

4.5 The employees and the Association expressly reserve all rights, powers, and authority customarily exercised by an employee organization or employees in a collective bargaining unit, including all inherent and common law rights and functions. Nothing in this Agreement shall be construed to be a waiver of any of these rights of the Association or the employees.

ARTICLE 5
STRIKES AND LOCKOUTS

5.1 The Association and bargaining unit members shall have no right to instigate, promote, sponsor, engage in, or condone any work stoppage, boycott, slow-down, strike, intentional disruption of City operations, or to withhold services for any reason. Each employee who holds a position in the Association occupies also a position of special trust and responsibility in maintaining and bringing about compliance with this Article, the strike prohibition of Section 447.505, Florida Statutes, and the Constitution of the State of Florida, Article 1, Section 6.

5.2 The Association, its officers, agents, and other representatives agree that it is their continuing obligation and responsibility to promote compliance with this Article and the law, including their responsibility to abide by the provision of this Article and the law by remaining at work during any interruption which may be initiated by others; and including their responsibility, in the event of breach of this Article or the law by other employees, and upon the request of the City, to encourage and direct employees violating this Article or the law to return to work, and to disavow the strike publicly.

5.3 In addition to the penalties set forth in Section 447.507, Florida Statutes, any and all employees who violate any provision of the law prohibiting strikes or this Article may be disciplined, up to and including discharge, by the City; provided, however, that the decision to so discipline shall be governed by Florida law and not be subject to the grievance procedure of this Agreement.

5.4 The circuit courts of this State shall have jurisdiction to enforce the provisions of this Section by ex parte injunction and contempt proceedings, if necessary.

5.5 For the purpose of this Article, it is agreed that the Association shall be responsible and liable for any action committed by any of its officers, agents, and/or representatives, which act constitutes a violation of State law, City ordinance or policy, or the provisions herein. In addition to all other rights and remedies available to the City under State law, in the event of a breach of the provisions herein, the City shall have the right, without further notice, to suspend this Collective Bargaining Agreement and withdraw recognition from the Association.

5.6 The City agrees that there will be no lockouts for the duration of the Agreement.

ARTICLE 6
DUES DEDUCTION

6.1 Upon receipt of a written authorization from an employee covered by this Agreement, the City will deduct from the employee's pay each pay period the amount owed to the Association by each employee for dues. No authorization shall be allowed for payment of any collections of fines, penalties or special assessments. The City shall remit monies collected to the Treasurer of the Association monthly. The City remittance will be deemed correct if the Association does not give written notice to the City within thirty (30) calendar days of a remittance, of its belief with reasons stated therefore that the remittance is incorrect. It shall be the responsibility of the Association to notify the Administrative Services Director in writing of any change in the amount of dues to be deducted at least thirty (30) days in advance of said change. The City shall provide 26 biweekly deductions, to occur each pay day. The City shall include the name of the employee, the amount deducted and for what period the deduction is for on each remittance report.

6.2 The Association shall indemnify the City and hold the City harmless against any and all suits, claims, demands and liabilities which arise out of or by reason of any action taken or not taken by the City for complying with any of the provisions of this Article. If there is an amount deducted in excess of what is authorized by this Agreement, the employee affected shall seek recourse with the Association and not the City.

6.3 An employee may revoke their authorization for deduction of dues by providing a written notice, thirty (30) calendar days prior to cancelation, to the City and the Association. Upon receipt of such notification, the City shall terminate the dues on the pay date immediately following the expiration of the thirty (30) calendar day notice.

6.4 No deduction shall be made from the pay of an employee for any payroll period in which the employee's net* earnings for that payroll period are less than the amount of dues to be checked off. "Net earnings" shall mean net after required deduction of federal taxes, social security, pensions, and all insurance premiums such as health, dental, and life insurance.

6.5 In the event the Association notifies the City of a change in dues by certified mail from the Association President or designee, or delivers additional dues authorization to the Administrative Services Director, it is agreed and understood that the City shall have thirty (30) calendar days from the date of delivery in which to commence the dues deduction procedure.

ARTICLE 7
ASSOCIATION REPRESENTATIVES

7.1 The Association shall be represented by its President, Business Agent, and/or their designee, collectively hereafter referred to as "Representatives". The employee organization is composed of five (5) Executive Board Members: President, Vice President, Secretary, Treasurer, and Board Member. For any matters requiring the association herein to take action or receive notice, the President and/or Business Agent will serve as the authorized parties.

7.2 The Association shall notify the City Administrative Services Director in writing of the name of the President or his designee, at least ten (10) working days prior to the effective date of his taking office.

7.3 During an investigation proceeding the employee shall be entitled to one representative of their choosing.

7.4 The employee or Association shall not engage in Association business of any kind, including solicitation of membership during working hours. An Employee Representative of the Association, designated in writing by the President, shall be permitted reasonable access to all Department locations at reasonable times during a working day for investigating grievances provided the City is first notified of the investigation, and provided further that such absence would not unduly hamper the operation where the officer is employed.

7.5 Two (2) members of the Association negotiating committee (employees of the City) shall be permitted to attend all negotiating sessions without loss of pay, as well as the City Council meeting where final action is scheduled to be taken on approval (or rejection) of this Collective Bargaining Agreement and its successor.

7.6 Representatives may request to utilize annual leave to attend state or local seminar functions of the Association. No compensation for expenses or travel will be allowed.

ARTICLE 8
BULLETIN BOARDS

8.1 The Association shall be provided with partial use of existing City bulletin boards as space permits. In lieu of the space provided on the City's current bulletin boards, the Association, if so desires, may provide a bulletin board of standard size, not to exceed two (2) square feet for its own exclusive use in keeping with the décor of the location and with the approval of the Police Chief.

8.2 The Association agrees that it shall use its space on bulletin boards to post only the following:

(a) Notice of Association Meetings
(b) Association Elections of Officers (not including representation elections)
(c) Reports of Association Committees
(d) Ruling and Policies of the Association
(e) Recreational & Social Affairs of the Association
(f) Notices of Meetings by Public Bodies
(g) Notices of Ratification Meetings
(h) Contract Administration

In no event shall the Bulletin Boards be used to post political material or controversial material which adversely reflects upon the City of Port Orange, its independent agencies, its employees, elected officials, or any labor organization among its employees.

8.3 All Association materials placed on the Bulletin Boards shall be signed by the Association representative or his designee, and copies of the material shall be sent to the Police Chief prior to posting.

8.4 Failure of the Association to follow the procedures for the proper posting of materials and notices on the Bulletin Boards shall result in the materials or notices being removed from the Bulletin Boards by the City and a suspension of all Bulletin Board privileges.

ARTICLE 9
SENIORITY

9.1 For the purpose of this Agreement, employees shall have three (3) types of seniority: Department Seniority, Time in Grade Seniority and City Seniority. Department Seniority is defined as the length of continuous, uninterrupted service in the Port Orange Police Department. Time in Grade Seniority is defined as the length of continuous, uninterrupted service in a specific job classification or rank in the Port Orange Police Department. City Seniority is defined as the length of continuous, uninterrupted service with the City, measured from the employee's initial or adjusted date of employment.

9.2 Continuous service shall be considered as having been interrupted when the employee:

(a) Resigns;
(b) Is discharged;
(c) Takes unauthorized leave of absence leave; or
(d) Is absent due to a lay-off for more than twelve (12) months.

In the event of a lay-off or elimination of a classification or rank within the Department the following factors as listed below, shall be considered by the City in determining which employees to lay-off:

(a) Time in Grade Seniority as defined in Section 9.1;
(b) Department Seniority as defined in Section 9.1;
(c) Ability to perform work in a satisfactory manner and prior conduct

9.3 For the purpose of filling any employment opening in the City, the City shall give preference to previously laid off employees over new hires provided that the laid off employee meets the minimum qualifications for the position; provided that there are no other eligible laid-off employees from the Department with an opening; and provided they are otherwise eligible to be rehired by the City.

9.4 Under no circumstances shall any employee be entitled to accrual of seniority or any other employee benefit during the period of his lay-off.
Should an employee be hired after having been on lay-off the employee will retain his seniority only if re-hired within six (6) months of being laid off.

9.5 For purposes of a recall, employees shall be returned to their former position in the inverse order of lay-off. No laid-off employee shall retain recall rights beyond one (1) year from date of lay-off.

9.6 In the event of a layoff resulting in a Lieutenant bumping a Sergeant, the Sergeant with the least amount of time in grade will be subject to a reduction in rank to Officer and will be paid at the Officer rate based on the total sworn years of service in accordance with the wage article of this Agreement. In the event of a reduction in rank from Sergeant to Officer, those personnel affected by such move shall be given first consideration and preference if/when these positions re-open for a period of one calendar year.

ARTICLE 10
PROBATIONARY EMPLOYEES

10.1 All new members in the Department shall be classified as probationary employees for the first three hundred and sixty-five (365) calendar days of continuous, uninterrupted employment during which time such employees may be laid-off, , or discharged without recourse to the grievance and arbitration procedures of this Agreement. Any disciplinary action other than termination shall be subject to the disciplinary action article of this agreement up through Step III only. Shorter periods of employment shall not be cumulative but during such period, such new members shall be subject to other terms and conditions of this Agreement, except as limited in this Agreement. Provisions as to seniority shall not apply to probationary employees; rather, seniority shall date back to the initial or adjusted date of employment after an employee successfully completes his probationary period. If more than one employee is hired on the same day or has the same adjusted date of employment, seniority shall be determined by employee number.

10.2 All probationary employees as defined in Section 10.1 of this Article shall be entitled to the leave and holiday provisions of this Agreement.

10.3 The employee's starting date of employment for purposes of calculating his probationary status, longevity pay, and seniority shall be adjusted if the employee takes leave without pay. For example, should an employee take five (5) days of leave without pay, the employee's starting date of employment will be adjusted by moving the employee's original date up five (5) days. Should the employee be in his probationary period at the time he takes leave without pay, the employee's probationary period shall be extended in proportion to the days he was on such leave.

10.4 The City shall have the unilateral management right to extend the probationary periods set forth in Section 10.1 for 180 days in lieu of discharging the employee. The decision to extend the probationary period shall not be subject to the grievance and/or arbitration procedures of this Agreement.

ARTICLE 11
PROMOTIONAL PROCEDURES

11.1 It is the policy of the Port Orange Police Department to promote personnel based on their knowledge, skills and abilities in an equal and impartial manner, consistent with the City's rules and regulations. A promotional examination will be given when a rank position becomes open and there is no current valid eligibility list. An eligibility list will be established within 60 days of the examination and will remain in effect for a period of two (2) years from the effective date of the new eligibility list. If there is no vacancy after the list has expired, a new list will not be established until a vacancy occurs necessitating a promotion. The date of the vacancy necessitating the process will determine the eligibility cutoff for all candidates. If the eligibility list has less than three persons, a new test can be given at the City's option.

11.2 The rank of Sergeant with the Port Orange Police Department will be achieved by the process herein.

Nothing in these rules precludes the Department Head from changing departmental staffing patterns or eliminating certain ranking positions. The Department Head reserves the right to make lateral transfers at his discretion.

11.3 APPLICATION AND QUALIFICATION

To be eligible to participate in the Sergeant testing process, all candidates shall be required to be a full time Port Orange Police Officer for a minimum of four (4) years with an associate's degree or five years without a degree as of the effective date of the written test date. Any officer with a break in service is required to have two consecutive years of service as of the effective date of the new process to be eligible.

Officers who have received major or minor disciplinary actions shall be ineligible for actual promotion during set periods of time following their receipt of disciplinary actions, as specified in the following paragraphs. However, disciplinary actions against Officers shall not render them ineligible to participate in promotion testing, nor shall they affect Officers' placements on eligibility lists.

Any Officer receiving major disciplinary action (ten (10) suspension days or more) shall be ineligible for promotion for a period of two (2) years from the date of the adjudication of the offense.

Any Officer receiving major disciplinary action (four (4) to nine (9) suspension days) shall be ineligible for promotion for a period of one (1) year from the date of the adjudication of the offense.

Any Officer receiving minor disciplinary action (one (1) to three (3) suspension days) shall be ineligible for promotion for a period of six (6) months from the date of the adjudication of the offense.

The exam announcement will be posted and sent electronically to all sworn employees. The announcement shall contain the purpose of the exam, the prerequisites to be eligible for the exam, and a deadline date to sign up for the exam. It shall be the individual employee's responsibility to notify the Office of Chief of Police of their intent to take the exam via the City's online applicant tracking system. If an eligible employee does not indicate his/her intent prior to the deadline date established in the announcement, it shall be assumed that he/she is not interested in taking said exam and will not be allowed to take said exam.

Any candidate who does not follow all requirements of this policy will be excluded from the promotional process.

11.4 TESTING PROCESS

The written examination for all candidates will be conducted as soon as possible after the effective date of the vacancy necessitating the new process taking into account a reasonable study preparation period and process timeline requirements.

Participants will be notified in writing as to the amount of credit they will receive for seniority, education and/or the military.

Any issue that cannot be resolved by the Department Head is subject to resolution through Article 14 Grievance and Arbitration Procedure of this Agreement.

The exam announcement shall be at least twenty-one (21) calendar days in advance of the test date. All participants must present themselves at the time and place indicated on the testing announcement. Candidates who absent themselves from the test without justification will forfeit their right to participate until the next promotional process is held. Officers who have been excused under justifiable circumstances must take the test no later than seven (7) calendar days from the day the initial test was given.

The process for all positions shall consist of three (3) parts with relative weights as follows:

Written Test	60%
Outside Oral or Assessment	20%
Seniority	10%
Education	6%
Military Service	4%

A. Written = 60%
Officers taking the written test will be given credit for whatever score they achieve. This raw score will be multiplied by .60 to determine the written test credit.

B. Outside Oral Board or Assessment Center = 20%
Officers passing the written exam with a score of 70% or better, will be allowed to move forward to the "outside oral board or assessment center", which will count towards 20% of the overall exam grade. The outside oral board or assessment shall be administered by individuals not employed by the City of Port Orange. The Chief

shall assign a member of his/her staff to the Oral Board for Quality Assurance purposes only.

C. Seniority = 10%

Seniority is worth a total of 10% of the final test score. Eligible candidates will receive one-half (.5) point for each consecutive uninterrupted year of full-time service as a Police Officer for the Port Orange Police Department to a maximum of 10 points. An officer with a break in service will be eligible for no more than four years prior service plus consecutive newly accumulated service time as of the date of the new process. Credit for seniority will begin with the candidate's swear-in date. The candidate will receive .042 points for every full month of the partial year between the candidate's last anniversary date and date of the vacancy necessitating the new process. To receive full credit for the last partial month (if applicable) a minimum fifteen (15) day time in service period within that partial month is required. In the event of a tie score at the conclusion of the entire testing process, the senior eligible candidate will be ranked ahead of the candidate with less seniority.

D. Education = 6%

Education is worth a total of 6% of the final test score. The maximum points attainable are 6. To qualify, a degree must be conferred from an accredited institution of higher education affiliated with the Council for Higher Education Accreditation. Points for education are not cumulative and are awarded as follows:

6	Masters/Law Degree or Higher
4	Bachelor's Degree
2	Associates (AA or AS Degree)
2	Equivalent AA or AS Degree

An "EQUIVALENT" AA or AS Degree is defined as in Fla. Statute section 943.22(1)(c)"graduation from an accredited community college or successful completion of 60 semester hours or 90 quarter hours AND eligibility to receive an associate degree."

E. Military Service Credit = 4%

a) **Active Duty:** Military service is worth a total of 4% towards the final test score. The maximum points attainable are four. Points for military service are awarded for active duty as follows:

4	Four or more years of service
3	Less than four years of service but more than three
2	Less than three years of service but more than two
1	Less than two years of service but more than one

b) **Reserve/National Guard:** Military Reservist and National Guard will receive 1 year of credit for every 365 days considered active duty. Points for this time will be awarded in accordance with (a) above.

11.5 SELECTION PROCESS

The written test grade, oral board exam, seniority and college/military credit will all be compiled to determine the final score. Candidates will be listed in the order of the final score achieved. The Department Head will choose one of the eligible candidates from those with the top five final scores. No eligible candidate can be passed over more than twice in a testing period without written justification from the Department Head. An eligible candidate, however, may ask to be passed over as many times as that candidate wishes during the process period without adverse effects or loss of position or reinstated position on the list. If any candidate wishes to have their name removed from the list said candidate will not be eligible for promotion for duration of the list period.

Employees who have been promoted to Sergeant within the bargaining unit shall serve a three hundred and sixty-five (365) calendar day probationary period in the new classification. If at any time during the probationary period the promoted employee is found, by the City in its sole discretion, not to be suited for the position to which he was promoted, the employee shall be returned to his former classification , at their prior rate of pay for the former classification, adjusted for any contractual wage increases, if applicable.

When there is an opening for a Sergeant's position in any specialized unit (Motors, CID, SIU, etc.), the City agrees to post such opening for existing Sergeants to apply. The interested applicants will submit their names to the Department Head for review. The Department Head shall not be limited to the list for the appointment to specialized units.

11.6 TEST RESULTS NOTIFICATION

Candidates will be notified of their compiled test results and final eligibility ranking.

The final eligibility list of all candidates will be posted. Said notice will contain the final test scores and seniority and education/military points credited (if applicable).

ARTICLE 12
TEMPORARY ASSIGNMENT TO ANOTHER CLASSIFICATION

12.1 The City may select any employee from a lower classification to temporarily fill a bargaining unit position.

12.2 An employee who is temporarily assigned to a position of higher rank for a period of more than one (1) month (four (4) consecutive weeks) shall be entitled to the salary pertaining to that rank or position for the period of time the employee is so assigned.

12.3 If the employee selected for a temporary position is not selected to the permanent position, this employee shall be returned to his previous classification and pay rate.

12.4 An employee with the least amount of time in grade may be required to perform duties in a lower classification on a temporary, incidental, or emergency basis with no change in classification or decrease in base rate of pay. Such temporary assignment shall not exceed six (6) months, unless the temporary assignment is due to an identified situation. This situation must have a specific time frame identified for resolution, which may generally not exceed a period of eighteen 18 months except in emergency circumstances. The City Manager must approve any temporary assignments beyond six (6) months in writing.

ARTICLE 13
DISCIPLINARY ACTION

13.1 Any bargaining unit employee who has achieved regular status with the City may only be disciplined or terminated for just cause. Any dispute over whether a regular status bargaining unit employee has been disciplined or terminated for just cause shall be grieved and adjudicated pursuant to the process set forth in this Article, and not the grievance procedure set forth in Article 14 of this Agreement. Furthermore, only disciplinary actions that rise to the level of suspension, demotion or terminations are subject to the procedures set forth in this Article. Disciplinary actions of written reprimands and below are not subject to grievance.

13.2 **STEP ONE**

Any bargaining unit employee that has achieved regular status with the City and who has been issued a disciplinary action, may file within seven (7) calendar days a written grievance with the appropriate Division Captain. Failure to timely file the grievance shall render the disciplinary action final and binding. The Division Captain may meet with the grievant within ten (10) calendar days of receipt of the grievance, unless such meeting has been mutually waived or such meeting has been mutually agreed to be held at a time outside of the ten (10) day period if the Division Chief requires any additional information. The Division Captain shall answer the grievance in writing within ten (10) calendar days of the meeting, or within receipt of the grievance if no meeting is held.

STEP TWO

If the grievant or the Association representative is not satisfied with the written answer of the Division Captain, or if no timely written answer is rendered by the Division Captain, the grievant or the Association representative shall submit a written appeal to the Chief of Police within ten (10) calendar days of the answer or failure of a timely answer to be rendered by the Division Captain. The Chief of Police, or their designee may meet with the grievant within ten (10) calendar days of receipt of the appeal, unless such meeting has been mutually waived or such meeting has been mutually agreed to be held at a time outside of the ten (10) day period if the Police Chief or their designee requires any additional information. The Chief of Police, or their designee shall answer the grievance in writing within ten (10) calendar days of the meeting, or within receipt of the appeal if no meeting is held.

STEP THREE

If the grievant or the Association representative is not satisfied with the written answer of the Police Chief, or if no timely written answer is rendered by the Police Chief, the grievant or the Association representative shall submit a written appeal to the City Manager within ten (10) calendar days of the answer or failure of a timely answer to be rendered by the Police Chief. The City Manager shall meet with the grievant within ten (10) calendar days of receipt of the appeal, unless such meeting has been mutually waived or such meeting has been mutually agreed to be held at a time outside of the ten (10) day period if the City Manager or their designee requires any additional information. The City Manager, or their designee shall answer the grievance in writing within ten (10) calendar days of the meeting, or within receipt of the appeal if no meeting is held.

STEP FOUR

If the Association is not satisfied with the written answer of the City Manager, or if no timely written answer is rendered by the City Manager, the Association shall submit a written request, signed also by the officer, appealing the grievance to arbitration within ten (10) calendar days of the answer or failure of a timely answer to be rendered by the City Manager. Timely delivery to the City Manager of a written notice to initiate arbitration shall satisfy the requirements of this section.

13.3 **Arbitrator Selection and Proceedings**

An impartial arbitrator will be selected utilizing the process defined in Article 14, Section 14.4.

(a) Arbitration hearings shall be held at a City facility during times mutually agreed to by the parties.

(b) The Arbitrator may fashion an appropriate remedy to resolve the grievance. The Arbitrator's hearings shall be conducted pursuant to the evidentiary standards set forth in Florida's Administrative Procedures Act, Chapter 120, Florida Statutes. Provided the decision is in accordance with their jurisdiction and authority under this Agreement, the decision shall be final and binding on the City, the Association, and the grievant; except that the decision may be reviewable to Florida's Fifth District Court of Appeal pursuant to the standards set forth in Chapter 120, Florida Statutes.

(c) The Arbitrator shall have no authority to determine any other issue and shall refrain issuing any statement of opinion or conclusion not essential to the determination of the issue submitted.

(d) The Arbitrator shall limit their decision strictly to the application and interpretation of the specific provisions of this Agreement and police department policy that is not inconsistent with the terms of this agreement.

(e) In rendering its decision, the Arbitrator may take into consideration any proven violation of the Law Enforcement Officers Bill of Rights, Section 112.532, Florida Statutes, provided, however, that the alleged violation of the Law Enforcement Officer's Bill of Rights must have been specifically raised by the Association/Grievant in writing at or prior to Step two (2) of the grievance procedure set forth in this Article. No new arguments not raised by the Association/Grievant in writing at or prior to Step three (3) of the grievance procedure set forth in this Article shall be considered by the Arbitrator.

(f) In rendering its decision, the Arbitrator may take into consideration disciplinary actions taken by the Police Department for conduct substantially similar to the conduct for which the Grievant was disciplined; however, such consideration by the Arbitrator shall be confined to disciplinary actions taken within the last five (5) years. In rendering its decision, the Arbitrator may take into consideration previous disciplinary actions in the grievant' s history, however such consideration by the Arbitrator shall be confined to disciplinary actions taken within the last five (5) years.

(g) The Arbitrator's award may include back pay to the grievant. No award for back pay shall exceed the amount of pay the employee would otherwise have earned at his or her regular rate of pay, including overtime, and such back pay shall not

be retroactive to a date earlier than the date of the occurrence of the event giving rise to the grievance under consideration and in no event more than the time limits permitted for initiation of the grievance.

(h) The award shall not exceed the actual loss to the grievant, will not include compensatory and/or punitive damages, and will be reduced by the amount of wages earned from other sources and/or unemployment compensation received by the officer during the period of time affected by the award.

(i) Each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys, and witnesses. The impartial Arbitrator's fees and related expenses and expenses in retaining a hearing room, if any, shall be equally divided between the parties. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share said cost;

13.4 A member of the Association shall have the option of utilizing the Civil Service appeal procedure or the grievance and arbitration procedure set forth in this Article, but such employee cannot use both the Civil Service appeal procedure and the procedure of this article. At the time that an employee initiates a written grievance, he/she shall state in the body of the grievance whether the grievance is filed under the Labor Agreement or the City's Civil Service Rules. If the employee fails to make this statement, the employee shall be deemed to have filed the grievance under the Labor Agreement. At no time following the filing of a written grievance may the employee change his/her selection of which procedure and standards the grievance shall be processed under.

13.5 For all time frames set forth in this Article, if the tenth calendar falls on a Saturday, Sunday, or City recognized holiday under this Agreement, the time frame shall be extended until 5:00 pm on the next day that is not a Saturday, Sunday, or City recognized holiday under this Agreement. Both parties may mutually agree in writing to an extension of timelines under this Article.

ARTICLE 14
GRIEVANCES AND ARBITRATION PROCEDURE

14.1 In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed and understood that there shall be a procedure for the resolution of grievances between the parties and that such procedure shall cover grievances involving the application, violation, or interpretation of this Agreement. Disciplinary actions taken against bargaining unit employees shall not be subject to this grievance procedure.

14.2 Every effort will be made by the parties to settle any grievance as expeditiously as possible. Any grievance not answered by Management within the prescribed time limits shall automatically advance to the next higher step. Should the grieving party fail to observe the time limits as set forth in the steps of this Article, the grievance shall be considered conclusively abandoned.

14.3 All grievances shall begin at Step 1, except the following grievances shall begin at Step 2:

(1) A grievance that is general in nature, in that it applies to a number of employees, rather than a single employee, or

(2) A grievance that is directly between the Association and the City.

The above referenced grievances shall be reduced to writing, as outlined in 14.4, Step 1, and filed within ten (10) workdays of the occurrence of the event(s).

14.4 Grievances shall be presented in the following manner:

Step 1. The employee, employee representative, or the Association shall first present his/her grievance in writing to the employee's Captain within ten (10) work days of the occurrence of the event(s) which gave rise to the grievance or from the date on which the employee becomes knowledgeable of the cause of action. If the event(s) which gave rise to the grievance occurred at a time when the employee was on annual leave, sick leave, or other compensated leave, the ten (10) workday period shall commence running immediately upon the employee's return from such compensated leave. The Captain shall answer the grievance in writing within (10) workdays of the presentation of the grievance. The answer shall be given to the employee, with a copy to the Association. All grievances must be reduced to writing and must contain the following information:

(a) The specific article and section of the Agreement alleged to have been violated by the City;

(b) A full statement of the grievance, giving a complete description of the facts, dates, and times of the events involved in the alleged violation, and the specific remedy desired by the grievant;

(c) Signature of grievant and the date signed is required at Step 1. In case of a group of employees filing a single grievance, the grievants will be identified, and the association representative shall sign and date on behalf of the unit. In case of a class action grievance involving the entire bargaining union, the grievants will not need to be identified, and the Association's representative shall sign and date on behalf of the unit.

(d) Designation of the specific association representative (must be an elected officer, representative, or steward) if the grievant requests association representation.

Unless the grievance is presented in the manner set forth in this Section, it shall be deemed not to exist.

Step 2. Any grievance which cannot be satisfactorily settled with the Division Captain shall next be presented to the Department Head or their designee. The grievance as specified in writing in Step 1 shall be submitted within ten (10) workdays after the receipt of the Step 1 answer. The Department Head or Designee may meet with the employee and his/her representative within ten (10) workdays after receipt of the grievance (or such longer period of time as is mutually agreed upon). The Department Head or Designee shall render his decision in writing and send it to the employee, with a copy to the Association, within ten (10) workdays after the grievance meeting or receipt of grievance, if no meeting is held.

Step 3. Any grievance which is not resolved at Step 2, shall next be presented to the City Manager within ten (10) workdays after the receipt of the Step 2 answer. The City Manager shall meet with the employee and his/her representative within ten (10) workdays after receipt of the grievance (or such longer period of time as mutually agreed upon). The City Manager shall render their decision in writing and send it to the employee, with a copy to the Association, within ten (10) workdays after the grievance meeting.
Step 4 - Arbitration. In the event a grievance processed through the grievance procedure has not been resolved in Step 3 the Association shall request, in writing, that the grievance be submitted to arbitration within ten (10) workdays after the City Manager renders a written decision on the grievance.

The Arbitrator may be any impartial person mutually agreed upon by and between the parties. If an impartial Arbitrator cannot be agreed upon within ten (10) work days after the date the grievance has been submitted for Arbitration, the Association shall request the Federal Mediation and Conciliation Services to furnish a panel of seven (7) Arbitrators within twenty (20) work days after the grievance is submitted to arbitration. Within ten (10) workdays of receipt of the panel, each party shall have the option to alternatively strike three (3) names from the list in alternating fashion, thus leaving the seventh (7^{th}) which will give a neutral or impartial Arbitrator.

The City and the party requesting arbitration shall attempt to mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing, and thereafter, the Arbitrator shall confine his decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the Arbitrator, the arbitrator will confine his consideration and determination to the written statement of the grievance presented in Step 2 of the grievance procedure. The Arbitrator shall fashion an appropriate remedy for violations of the provisions contained in this Agreement.

The Arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendment hereto. The Arbitrator shall have no authority to consider or rule upon any matter which is stated

in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement; nor shall this Agreement be construed by the Arbitrator to supersede applicable laws in existence at the time of the signing of this Agreement, except to the extent as herein provided. The arbitration hearing shall be conducted in accordance with the rules of procedure promulgated by the American Arbitration Association.

Each party shall bear the expense of its own witnesses and of its own representatives for purposes of the arbitration hearing. The impartial Arbitrator's fees and related expenses and expenses in retaining a hearing room, if any, shall be equally divided between the parties. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share said cost.

The Arbitrator's award shall be final and binding on the parties, except to the extent provided by the Florida Arbitration Act.

14.5 Consistent with the provisions of the Florida Public Employees Relation Act, Chapter 447 Florida Statutes unless amended, it is mutually acknowledged and agreed that this Agreement shall be administered within the amounts agreed to by the City Council for funding of the Agreement. Accordingly, and notwithstanding any other provision of the Agreement, the Arbitrator shall have no authority, power or jurisdiction to construe any provision of the law, statute, ordinance, resolution, rule or regulation or provision of this Agreement to result in, obligate or cause the City to have to bear any expense, debt, cost or liability which would result, directly or indirectly, in the City exceeding the amounts initially agreed to by the City council for the funding of this Agreement as agreed upon by the parties. Any such award which contravenes or is not in compliance with the provisions of this paragraph shall be null and void.

14.6 It is the mutual desire of the City and the Union that grievances shall be adjusted as quickly as possible and to that end the time limits set forth in this Article are to be strictly enforced. The time limits may only be extended by mutual written agreement. Failure of the grievant to observe the time limits for any steps in this Article without a mutually agreed written extension of time shall terminate the grievance, and any Arbitrator called upon to resolve a grievance under this Agreement shall strictly enforce the time limits. The term "workdays" as used in this article includes Monday through Friday of each work week regardless of the grievant's work schedule. Saturdays, Sundays, and holidays as set forth in this Agreement shall not be considered "workdays" even if work is assigned on these days. For the purpose of calculating time limits, the day on which a grievance, or a reply by management to a grievance is received, shall not be counted.

ARTICLE 15
HOURS OF WORK AND OVERTIME

15.1 The purpose of this Article is to define hours of work but nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked per day, days per week, or for any other period of time, except as may be specifically provided herein.

15.2 a. The basic work period for bargaining unit employees in the Administration, Detective, Traffic and Patrol Division will consist of 84 hours during a fourteen (14) day period. Hours worked in an amount less than or equal to eighty (80) in a fourteen (14) day work period in the Administration, Detective, Traffic and Patrol Division which are assigned by the City, shall be compensated at the regular hours rate of pay. Hours worked in excess of eighty (80) in a fourteen (14) day work period, which are assigned by the City, shall be compensated at the rate of one and one-half (1 ½) the employee's regular rate of pay. An employee is not guaranteed 84 hours of work. The City shall have the right to reduce the numbers of hours of work should it become financially necessary, or pursuant to disciplinary action or light duty assignment.

b. Officers in the Patrol Division will work twelve (12) hour shifts. Management has the right to schedule early and late cars at times different from the above. Officers of the Patrol Division assigned to inside desk duty will work an eighty-four (84) hour bi-weekly work week with their schedule being dictated by the Department Head or his designee.

c. The hours of work for employees in the Traffic Unit will be flexible taking into consideration peak traffic periods, special events, weather, hours of light and darkness.

d. Hours of work in the Detectives division will be flexible and based upon workload and assignments.

e. Employees scheduled to work during the time change in November shall receive one (1) hour of overtime pay. Employees scheduled to work during the March time change shall make up the one (1) hour of time during the pay period in which that time change occurs.

15.3 Should an employee voluntarily switch shifts with another employee for the employee's convenience, the shift exchange will only be permitted when the shifts are exchanged between two employees scheduled on the same shift rotations in that pay period as to preclude any overtime compensation as a result of the shift exchange. All such shift exchanges must be approved by the immediate shift supervisor prior to the shift exchange and prior to the pay period that the shift exchange has been requested.

15.4 Nothing in this Article shall require payment for overtime hours not worked. In calculating the amount of overtime compensation due an employee only the hours actually worked shall be counted. Such extra compensation shall be creditable toward overtime payable

under the Fair Labor Standards Act. Premium payments shall not be duplicated for the same hours worked under any of the terms of this Agreement. During pay periods in which a holiday occurs, employees who are not shift employees and who are not required to work on the holiday (Detectives and Administration) shall be paid for hours worked in excess of their normally scheduled hours, at a rate of one and one half (1 ½) their normal rate of pay.

15.5 An employee who has left his normal place of work and who is "called-back" for overtime work shall receive a minimum payment of three (3) hours at one and one-half (1½) the employee's regular rate of pay or the actual hours worked at one and one half (1½), whichever is greater. Provided that this Section shall not include scheduled overtime and shall not apply if hours worked as a result of a call back extend into the start of the employee's regular work period.

15.6 Upon proof of attending court pursuant to subpoena, state attorney investigation (SAI), deposition or other court order involving a job-related case, not as a plaintiff in litigation against the City, an off-duty employee will receive pay equal to one and one-half (1½) the employee's regular straight time hourly rate of pay for the hours he attends court, SAI, or deposition. Provided, that such employee shall receive a minimum of three (3) hours pay at the rate of one and one-half (1½) times the employee's regular straight time hourly rate for such attendance. The City reserves the right to institute any procedure or system it deems appropriate to measure, record and/or verify attendance and duration of off-duty court appearance. The employee will sign over all subpoena and witness fees, excluding travel fees, unless City transportation is furnished, in which case such travel fee will be signed over.

15.7 No employee shall authorize scheduled overtime for himself but shall be entitled to work overtime as assigned or authorized by his supervisor. It is understood that the City has the right to schedule overtime work as needed, and in a manner most advantageous to the City.

15.8 Overtime hours shall be distributed as nearly equal as possible among employees as long as such sharing will not delay or increase the cost of the City's operations. To ensure fairness in the distribution of mandated overtime a call-out wheel maintained by the shift Lieutenant.

There are some specialized overtime details, such as the Christmas parade and the Fourth of July celebration etc., which cannot be run smoothly if put on a rotation detail list. Such special events require a police motorcycle for traffic control. Such events will be exempted from the rotation detail list.

15.9 All employees shall be required to report to work on time, shall not leave the job early, shall be prompt in reporting to their assigned duties, and shall faithfully perform their duties.

15.10 Except for Detectives, employees covered by this Agreement shall be given forty-eight (48) hours' notice of any change in their regular hours of work, unless an emergency necessitates a quicker change. Whenever possible, Detectives will be given a forty-eight

(48) hour notice of any change in their shift. If an employee is not notified prior to forty-eight (48) hours of a shift change, he shall receive one and one-half (1½) times the straight time hourly rate for the first eight (8) hours of the new shift.

15.11 Except for Detectives, Detective Sergeants, THI, and Meth Team members there will be no telephone standby ("on call"). Employees issued pagers and/or cell phones shall be required to have those devices with them whenever possible. Detectives, Detective Sergeants, or Meth Team members will receive three (3) hours overtime pay per week when assigned as the "on call" Detective, Detective Sergeants, THI, or Meth Team member. These employees will not be placed informally on a restrictive telephone standby.

When an employee is formally designated to an "on call" status for at least a half a week, that employee will receive three (3) hours overtime pay for that week. "On Call" is defined as: Formal notification by a supervisor that while off duty, the employee is designated as "on call" for a specific period and is expected to be able to respond ready and fit for duty as expeditiously as possible.

15.12 There will be no duplication of premium payments and no claims that provide for "overtime on overtime".

15.13 The maximum number of overtime hours that can be used to calculate average final compensation for pension purposes shall be no more than three hundred (300) hours per calendar year.

15.14 **Voluntary Special Event Work:** Voluntary, special event work performed for a second-party employer, other than work performed for City-sponsored events, shall be paid by the second-party employer to the City and the City shall, in turn, pay these second-party wages to the Officer or Sergeant as a separate line-item on the employee's pay stub, after deducting a fifteen percent (15%) administrative per-hour fee thereof for use of City property while performing the special event work. The hourly rate charged to the second party will be determined as per City ordinance. These second-party wages will not be considered as wages paid by the City and will therefore be excluded for purposes of calculating overtime and shall not be factored into the average final compensation for pension purposes. No pension contributions or insurance payments will be withheld from payments made for work performed for a second party employer.

Officers engaged in extra-duty employment (Special Detail) are authorized to wear and use department issued uniforms and equipment. Employees shall observe their normal standards of conduct during such special event work.

Voluntary Special Event Work will be administered in accordance with Police Department Directive 22.5 related to Off Duty and Extra-Duty Employment.

ARTICLE 16
HOLIDAYS

16.1 It is recognized that the City will close its offices for eight (8) official holidays. The City will recognize the following as paid holidays for employees:

Thanksgiving Day
Friday after Thanksgiving
Christmas Day
New Year's Day
Martin Luther King Jr. Day
Memorial Day
Fourth of July
Labor Day

In addition to the paid holidays above, employees shall be granted additional leave as follows:

Annual Leave in the amount equal to the number of hours in the employee's regular work shift shall be added to the employee's annual leave accruals for each of the following days: Floating Holiday, Employee Birthday, Veteran's Day, and Good Friday. These hours will be credited on or around the first full pay period in January. These hours are to be scheduled and utilized in the same fashion as annual leave.

In order to qualify for the four (4) annual leave accruals for the Floating Holiday, Birthday Holiday, Veteran's Day, and Good Friday, an employee must have been employed for the entire 12 consecutive previous months.

16.2 The actual day of the holiday will be the observed day for all members of the bargaining unit.

16.3 An employee who is eligible and is not scheduled to work on one of the eight official holidays listed under 16.1 shall receive additional compensation, paid at his/her regular rate of pay, for the number of hours in his/her regular work shift.

16.4 An employee who is required to start his/her work shift on one of the official holidays listed under 16.1 shall receive payment at one and one half times his/her regular rate of pay for all hours that he/she works on that shift in addition to holiday pay, whether or not the employee's work shift extends into the following day.

ARTICLE 17
ANNUAL LEAVE

17.1 Annual leave is provided for the purpose of allowing employees time off from their work for vacation or for necessary time to attend to personal business. No employee shall be permitted to use annual leave for any period spent on unauthorized leave or participating in an unlawful work stoppage.

Annual leave shall be accrued from the most recent day of employment under the conditions hereinafter stated but no annual leave shall be granted until an employee has completed three (3) months of continuous service. An employee who is paid for less than twenty (20) hours of work in a week shall accrue no annual leave credit for such week of service. Provided, however, that the limit of twenty (20) hours shall not apply to an employee on annual leave, sick leave, or other authorized leave with pay who would otherwise have worked at least twenty (20) hours.

17.2 The following sections 17.2, A – D apply to current employees **hired before January 24, 2011**:

A. Accrual for Current Full-Time Employees - 40 Hours - Full time employees working a forty (40) hour week shall accrue annual leave at an equally prorated amount per pay period as follows. In the event an employee has worked less than a full year, the total number of accrued hours of annual leave will be reduced proportionately:

Length of Continuous Service	Hours Accrued Each Year
Less than 5 years	96
5 through 7 years	112
8 through 10 years	128
11 through 15 years	144
16 through 19 years	160
More than 20 years	176

B. Accrual for Current Full-Time Employees Working Extended Shifts - 84 Hours Bi-weekly - Full time employees working extended shifts (Eighty-four [84] hours biweekly) shall accrue annual leave at an equally prorated amount per pay period as follows. In the event an employee has worked less than a full year, the total number of accrued hours of annual leave will be reduced proportionately:

Length of Continuous Service	Hours Accrued Each Year
Less than 5 years	100
5 through 7 years	118
8 through 10 years	134
11 through 15 years	151
16 through 19 years	168

More than 20 years 185

C. Maximum Accrual Carryover - Annual leave normally is to be taken in the anniversary year in which it is accrued. Unused annual leave may be accumulated to a maximum of three hundred twenty (320) hours. An employee will be paid for or have deferred into the employee's ICMA-RC 457 Plan account, all accumulated annual leave balances in excess of 320 hours as of September 1st each fiscal year. This payment will be made by the last pay period in September of each year at the employee's regular rate of pay in effect on September 15th.

D. Termination, Resignation, Retirement or Death - An employee who is terminated for cause or who resigns without a two (2) week notice shall not be eligible for compensation for any accumulated unused annual leave. An employee who resigns with a two (2) week notice or retires under the provisions of the City's pension plan (or in the event of death, his/her heirs) shall be compensated for all accumulated unused annual leave up to the maximum accrual as provided for in Section 17.2 (C). Pay for such accumulated leave shall be based on the regular hourly rate of pay of the employee at the time of termination. The employee may also have the option of deferring his or her accumulated unused leave into an ICMA-RC 457 Plan account, up to the maximum provided by law. In case of death, compensation shall be paid to the surviving spouse or the employee's estate.

17.3 The following sections 17.3 A-E apply to employees **hired after January 24, 2011**:

A. Accrual for full time employees working a forty (40) hour week hired on or after January 24, 2011 shall accrue no more than ninety-six (96) hours of Annual Leave each year.

B. Accrual for full time employees working extended shifts – 84 hours bi-weekly hired on or after January 24, 2011 shall accrue no more than one hundred (100) hours of Annual Leave each year.

C. Unused annual leave may be accumulated up to a maximum accrual of three hundred twenty (320) hours. Leave in excess of three hundred twenty (320) hours effective the last full pay period in September of each successive fiscal year shall be forfeited.

D. Probationary Period - Should a new employee, as defined in Article 10.1, fail to successfully complete his probationary period or should such employee be discharged the employee shall forfeit all accrued annual leave.

E. Termination, Resignation, Retirement or Death An employee who is terminated for cause or who resigns without a two (2) week notice shall not be eligible for compensation for any accumulated unused annual leave. An employee who resigns with a two (2) week notice or retires under the provisions of the City's pension plan (or in the event of death, his/her heirs) shall be compensated for all accumulated unused annual leave up to 220 hours. Pay for such accumulated leave shall be based on the regular hourly rate of pay of the employee at the time

of termination. The employee may also have the option of deferring his or her accumulated unused leave into an ICMA-RC 457 Plan account, up to the maximum provided by law. In case of death, compensation shall be paid to the surviving spouse or the employee's estate.

17.5 Employees will be permitted to use annual leave in units of not less than one-half (1/2) hour subject to approval of their supervisor. In case of conflict, annual leave shall be granted based on seniority.

ARTICLE 18
SICK LEAVE

18.1 Sick leave benefits shall not be considered as a right to be used at an employee's discretion. Sick leave is an allowance granted by the City to provide employees with reasonable time off during periods of personal or family illness or injury and to attend medical appointments without loss of pay. This includes time off to recover from off-duty illness or injury that prevents an employee from being able to adequately perform their required job duties and functions. All employees desiring to utilize sick leave are required to notify their supervisor as early as possible, and at least one (1) hour in advance of their scheduled reporting time each day of their intended absence due to illness. Extenuating circumstances to the above shall be given due consideration. Such notice shall be given each day of the absence and the employee shall notify the supervisor as soon as possible of the employee's intention to return to work. Abuse of sick leave privileges shall be considered cause for disciplinary action or dismissal. The City may require a physician's certificate to authenticate an absence or to determine qualifications to resume work.

18.2 General Terms of Accrual - Sick leave shall be accrued from the most recent day of continuous employment under the conditions hereinafter stated. An employee who is paid for less than twenty (20) hours of work in a week shall accrue no sick leave credit for such week of service. Provided, however, that the limit of twenty (20) hours shall not apply to an employee on annual leave, sick leave, or other authorized leave with pay who would otherwise have worked at least twenty (20) hours. No employee shall be permitted to use sick leave for any period spent on unauthorized leave or participating in an unlawful work stoppage.

Accrual for Full-Time Employees - Each full-time employee shall accrue sick leave at an equally prorated amount per pay period to yield 100.8 hours of sick leave per year. In the event an employee has worked less than a full year, the total number of accrued hours of sick leave will be reduced proportionally.

18.3 Accumulation of Sick Leave and Sick Leave Sell Back/Deferral
Subject to the provisions of this Agreement employees may accumulate sick leave from year to year for use in future years as needed. The maximum amount of sick leave that employees will be able to carry forward into the following year will be seven hundred fifty (750) hours. All accrued sick leave balances as of September 1st of each fiscal year in excess of the above cap shall be paid or deferred into the employee's ICMA-RC 457 Plan account or other City adopted 457 Plan (up to the maximum amount provided by law) at the rate in effect on September 1st, by last paycheck in September.

18.4 Sick Leave Sell Back/Deferral
Subject to the provisions of this Agreement, an employee may exchange sick leave for pay, or at their option, deferral into an ICMA-RC 457 Plan account up to the maximum provided by law, as provided herein. The maximum unused sick leave that may be exchanged in any one year is one hundred ninety-two (192) hours, provided each member maintains a balance of at least forty (40) hours of accumulated sick leave after the sick leave requested for exchange is deducted from their accumulation.

a. For employees who have a minimum of ten (10) years of seniority with the City as of September 30 of the year in which the employees seek to exchange sick leave for pay or deferral, the following procedures shall apply to sick leave exchanges for pay:

All members must maintain a minimum balance of forty (40) hours of sick leave. Employees may exchange a maximum of one hundred ninety-two (192) hours of unused sick leave for pay or deferral into the employee's ICMA-RC 457 Plan account each year. Each employee shall receive one hour of pay or deferral at his/her regular hourly rate as of September 1 of the year that the exchange is being made for each hour of unused sick leave being cashed in or deferred.

b. For employees who have less than ten (10) years of seniority with the City as of September 30 of the year in which the employees seek to exchange sick leave for pay, the following procedures shall apply to sick leave exchange:

All members must maintain a minimum balance of forty (40) hours of sick leave. Employees may exchange a maximum of one hundred ninety-two hours of unused sick leave for pay or deferral into the employee's ICMA-RC 457 Plan account each year. Employees who have accumulated more than forty (40) hours of sick leave but less than one hundred (100) hours which they wish to exchange may exchange that leave for pay or deferral at the rate of three (3) hours of sick leave for one (1) hour of pay or deferral.

Employees who accumulate more than one hundred (100) hours of sick leave which they wish to exchange may exchange that leave for pay or deferral at a rate of two (2) hours of sick leave for one (1) hour of pay or deferral. At all times a minimum of forty (40) hours of sick leave must be maintained in order for the employee to exchange sick leave for pay or deferral.

These payments will be processed at the employee's regular rate of pay effective on September 1. The employee must request such exchange through the Time and Absence system no later than September 1 of such fiscal year, subject to the restrictions indicated in Section 18.4. Failure to submit this form will result in an employee's accrued sick leave being "banked" for future use or pay-off as provided herein. Any sick leave taken after the filing of such request shall first be deducted from accrued sick leave "in the bank" and, secondly, from those days for which payment is sought but not yet paid.

18.5 All payments or deferrals for unused sick leave made under this Article shall be paid by check issued by the City on or about last paycheck received in September.

18.6 Employees shall not be allowed to utilize sick leave in lieu of annual leave.

18.7 Retirement, Resignation or Death - An employee who resigns with two (2) weeks prior notice and has a minimum of ten (10) years of service with the City, or retires under the provisions of the City's pension plan (or in the event of death, his or her heirs) shall be entitled to a lump sum payment for all unused sick leave accrued at a rate of one hour of

pay for one hour of leave. The employee may also have the option of deferring his or her payment of unused leave into an ICMA-RC 457 Plan account, up to the maximum amount provided by law.

18.8 An employee who is fired, dismissed or who quits and/or separates from the City for any reason other than detailed in section 18.7 shall forfeit accrued sick leave.

ARTICLE 19
OTHER LEAVE

19.1 **FMLA:** The City of Port Orange will grant leave to eligible employees, in accordance with Policy, as amended from time to time, is set forth in the City's Administrative Policies Manual as Policy 1-22.

19.2 **Military Leave:** Bargaining unit members will be allowed military leave in accordance with Policy, as amended from time to time, is set forth in the City's Civil Service Rules and Regulations, Chapter 3, Attendance and Leave, 3.07, Military Leave.

19.3 **Bereavement Leave:** An employee may be granted time off with pay to arrange and/or attend funeral services in the event of death(s) in the family. Such time off shall ordinarily not exceed four (4) calendar days i.e., 48 hours for extended shift employees per event, for a maximum 96 hours annually for extended shift employees and shall not be charged as annual leave or sick leave.

Requests for time off shall be submitted in writing to the employee's supervisor when possible. Management may require the employee to verify the employee's relationship to the deceased and to provide proof of death. In the event of the need for additional time for a death, an employee may use accrued sick or vacation leave.

19.4 Longevity increases, if any, merit increases, if any, and any other increases, if any, for which an employee may become eligible based in whole or in part on length of service with the City shall not be credited during any period of leave of absence without pay. An employee shall return from leave of absence to the same step of his salary grade as at the time of commencement of leave of absence, except as required by law.

19.5 If permitted by the Retirement Plan, an employee may maintain their retirement credit during the period of an unpaid leave of absence under this Article by paying both his/her and the City's share of the Retirement Plan contributions.

19.6 Holidays, paid leave, and any other benefits based on time spent in the employ of the City shall not accrue (or be credited) during a leave of absence without pay. Employees shall be responsible for insurance premiums for single and dependent coverage during an unpaid leave of absence, except as required by law.

19.7 Any employee covered hereunder may be given educational leave for the purpose of taking courses or attending conferences and/or seminars directly related to the employee's work as determined in writing by the Department Head and the City Manager. Requests for such educational leave must be approved in writing in advance by the City Manager. The decision to grant (or not to grant) such educational leave and the determination as to whether such leave will be compensated shall be the sole and exclusive function of the City Manager and shall not be subject to the grievance and arbitration procedures of this Agreement.

19.8 An employee granted education leave with full pay shall be entitled to receive all City benefits in the manner as if he were on active duty during the period of the leave. Entitlement to benefits for employees on partial compensated or uncompensated educational leave shall be determined by the City Manager. Such determination shall not be subject to the grievance and arbitration procedures of this Agreement.

ARTICLE 20
JURY DUTY AND APPEARANCE AS A WITNESS

20.1 Any employee in the Bargaining Unit who is summoned to perform jury service during their normal working hours in any court (City, Federal, or County) shall be granted leave with pay for the time he or she is absent from work as a result of fulfilling this jury duty obligation. The employee summoned as a juror shall attach a copy of the summons to the Leave of Absence Request. An employee, who is released from jury duty prior to four (4) hours from his or her normal end of the workday, shall be required to report to their work site immediately after their release.

20.2 Upon proof of attending court, a deposition, or an administrative hearing during the employee's normal working hours pursuant to a subpoena or other court order involving a job-related case and not as a plaintiff or claimant in litigation against the City nor as a defendant in litigation by the City, the employee shall receive his or her regular rate of pay for such attendance. The City reserves the right to institute any procedure or system it deems appropriate to measure, record, and/or verify attendance and duration of an on-duty deposition, or court or administrative hearing appearance. The employee will sign over all subpoena and witness fees, excluding travel fees, unless City transportation is furnished in which case such travel fee will also be signed over. The employee shall provide a copy of the subpoena to his or her supervisor within twenty-four (24) hours of its service or receipt.

20.3 An employee subpoenaed as a witness for a court or administrative proceeding or a deposition, other than a job-related case and other than a case involving personal litigation by the employee as a plaintiff, claimant or defendant, shall be granted leave without pay to appear and testify pursuant to the subpoena. If the employee is released from the subpoena four (4) hours prior to his or her normal starting time for that workday, the employee shall be required to report to his or her work site immediately after release from such subpoena. An employee may take sick or vacation leave when subject to a subpoena under this provision. The employee shall provide a copy of the subpoena to his or her supervisor within twenty-four (24) hours of its service or receipt.

20.4 An employee may take vacation pay, but not sick leave, when participating in any court or administrative proceeding of a personal nature in which the employee is a claimant, plaintiff or defendant.

ARTICLE 21
AUTHORIZED USE OF PRIVATE VEHICLE

21.1 Any employee may be authorized to use their private automobile in the performance of official city duties. If authorized, the employee may be eligible for compensation if the use is in accordance with Policy 1-16, Use of Personal and City Vehicles for City Business and/or Policy 1-17, Travel.

21.2 A written claim for compensation under this Article must be submitted to the Department Head by the employee within five (5) scheduled working days following the date the private automobile was used.

ARTICLE 22
UNIFORMS AND EQUIPMENT

22.1 The City will provide to all Officers the following equipment and clothing and other items as necessary:

4 Trousers
2 Long sleeve shirts
1 Short sleeve shirt
1 Winter jacket
2 Collar insignias
1 Tie
1 Tie Clasp
2 Badges
1 Identification card and carrier
1 Portable Radio and holder
Shoes as needed. Generally, not to exceed one pair/year unless authorized by the Chief.
1 Rechargeable flashlight
1 Concealed vest carrier
1 Pair non-prescription sunglasses for employees in the Traffic Unit
1 Bullet proof vest to be worn in accordance with Department policy
1 External Load bearing vest to be worn in accordance with Department policy
1 pair Handcuffs
5 Summer shirts
1 Baseball Cap

22.2 The City agrees to furnish all sworn Officers, at City expense, those replacement uniform items that are worn, torn, or damaged through normal wear and tear, rather than through negligence or misconduct.

22.3 Any employee who shall receive any breakage or damage to his personal equipment in the line of duty shall have it replaced at no cost to the employee, to a maximum of one hundred ($100.00) dollars per item. However, if the employee is not negligent, then, in the case of loss or damage to prescription eyeglasses they will be replaced or repaired, as the case may be, without regard to the one hundred ($100.00) dollar limitation.

22.4 The City agrees to provide each uniformed and non-uniformed employee dry cleaning at City expense for all uniforms and business attire used for employment

22.5 The City and the Association agree that sworn Officers who are required to wear non-issue clothing in the course of their employment shall receive a clothing allotment. Upon initial assignment to Detective, Sworn Officers will be eligible to receive a one-time lump sum of $500.00. Thereafter, after twelve (12) months of assignment to the Detective unit, sworn officers who are required to wear non-issue clothing, will be eligible to receive an annual payment of a clothing allotment of $750.00 pro-rata per year. This allowance shall be paid in one installment annually paid before the last pay period in September for the

preceding years' work. Upon departure from assignment, employee will be eligible to receive the prorated share for the time in the assignment in the previous year if the amount exceeds $150.00. If an employee works any day in a calendar month, they will be eligible for the prorated amount for that given month.

22.6 The City agrees to arrange to have each police vehicle maintained by a mechanic on a regular basis. The employee will be responsible for regular vehicle inspections and reporting any concerns in accordance with Department Policy.

22.7 City-issued uniforms and other articles of clothing are provided for wear while at work and are not to be worn for non-duty purposes.

22.8 The City will issue uniforms in compliance with IRS regulations pertaining to work clothes and Uniform Allowances and Reimbursements.

ARTICLE 23
WORKERS COMPENSATION, PHYSICAL EXAMINATIONS, AND HEALTH AND FITNESS

23.1 A bargaining unit employee who is temporarily disabled as a result of an injury sustained in the course of their employment with the City, shall be entitled to the following compensation:

a. During such temporary, total disability, paid disability leave shall not exceed sixty (60) calendar days for any one injury. If as a direct result of the continuation of the disability involved, the employee is unable to return to work at the end of the sixty (60) calendar days, the employee shall revert to normal Workers' Compensation benefits from the Worker's Compensation Carrier.

b. Once an employee is receiving Worker's Compensation benefits directly from the Worker's Compensation carrier, the employee may utilize available sick and/or annual leave in order to supplement their wages for the amount not paid under the Worker's Compensation carrier. At no point shall the compensation be in excess of their normally scheduled base wage.

c. Leave for Worker's Compensation shall run concurrent with leave as covered under the Family Medical Leave Act (FMLA)

23.2 The City may direct any employee claiming disability to submit to a physical and/or mental examination conducted by a physician, psychiatrist or psychologist selected by the employee from a list of not less than three (3) physicians designated by the City. The sole purpose of such examination under this Article shall be to determine whether the employee has a physical and mental disability which impairs his effectiveness as an employee, limits his ability to perform his assigned duties, or makes his continuation in his job a danger to himself, the public, or other employees. In the event the City and a designated physician determine that a non-job-related disability does exist, the following action shall be taken:

If the designated physician determines that the disability can be corrected, the employee shall be allowed a specified time determined by the physician to have it corrected. During this period of time and after consulting with the Department Head, the City Manager, in his discretion, may permit the employee to continue with his normal duties, or temporarily remove the employee from the City service. Should the employee be temporarily removed from the City service during the period of time specified for the correction of his disability, the employee may utilize his annual leave, sick leave, or leave without pay for the correctional period. For employees that have exhausted their paid leave prior to any exhaustion of an approved FMLA will generally be separated from service upon exhaustion of the approved FMLA leave, except as otherwise provided for by law. For employees with accrued paid leave in excess of the standard FMLA time will be able to utilize their accrued paid leave to stay in a paid status beyond the standard FMLA time, however, this period will not generally extend beyond twelve (12) months, unless an imminent return has been documented by a physician, or as otherwise provided

for by law. However, if the employee fails to take the necessary steps to have the disability corrected within the specified period of time, he shall be subject to dismissal from City service.

23.3 The City agrees that any employee injured on the job shall be paid for the employee's full schedule of hours for the day of the accident if his physician advises them that they could not or should not return to work that day. However, the City reserves the right to have the employee examined by a physician designated by the City, at no cost to the employee.

23.4 Each bargaining unit employee shall be required to complete the Physical Abilities Test (PAT) previously established by the Division of Criminal Justice Standards and Training of the Florida Department of Law Enforcement every two years. The physical abilities test measures specific physical abilities through participation in a series of job-related tasks as follows:

A. Exiting car/enter trunk.
B. 220 yard run.
C. Obstacle course.
D. Dummy drag.
E. Obstacle course (repeat).
F. 220 yard run (repeat).
G. Weapon fire.
H. Enter trunk/enter car.

The test is intended to be conducted in a continuous fashion resulting in a total composite score (i.e., time to complete the course). The test will be administered on a pass/fail basis. The employee must complete the test in 6 minutes and 30 seconds or less to pass. (Employees scoring at or above 6 minutes and 31 seconds fail.)

23.5 All bargaining unit employees shall be scheduled to take the PAT every two years.

23.6 If an employee does not pass their scheduled PAT, after a short recovery period (30 minutes), the employee will be given a chance to complete the test within the allotted time. If the employee still does not pass the test, they will be temporarily reassigned for a period not to exceed thirty (30) days to prepare and retake the test. If the employee still fails to pass the PAT, they shall be subject to discipline.

23.7 An employee who has a bona fide medical condition or injury which prevents them from taking the physical abilities test (or a portion thereof) will be dealt with on an individual basis. In all such cases, the physician conducting the annual examination under Section 23.8 below will determine the nature and extent of the employee's medical condition or injury (if such medical condition or injury is temporary); whether the test may be modified so as to accommodate the employee's medical condition while still measuring the same physical abilities; and such other medically-related issues which facilitate proper measurement of the physical abilities necessary to successfully perform the employee's job.

23.8 The parties agree that all members shall undergo an annual physical exam covered by the employee's insurance prior to the scheduling of the biennial PAT, and the doctor shall clear the individual to take the PAT. These exams may be scheduled while the employee is on duty.

In the event that it is medically determined by a physician that an employee should undertake further test procedures as a result of the City-paid annual exam in order to return to work, the employee shall not be charged sick or annual leave for any time lost as a direct result of this need for further testing. However, this shall not apply to tests that the employee might voluntarily take which are not medically determined as a result of the annual, City-paid exam.

Employees who are instructed by a physician to undertake further testing as a result of the annual, City-paid exam shall also be required to report the results of each test to the City's Administrative Services Director and complete any documentation required by the City. Failure of an employee to comply with this requirement shall cause him/her to be charged with sick leave to cover any missed work time which results from the need for further testing. The employee will be returned to active duty upon providing a physician's statement to the City's Administrative Services Director to the effect that the employee is medically fit to return to full duty.

23.9 It is acknowledged and agreed by the parties hereto that a statutory presumption exists, under Section 112.18 F. S., that any condition or impairment of health of a bargaining unit member that results in a disability, or death, was accidentally suffered in the line of duty. Therefore, the parties further acknowledge and agree that the Port Orange Police Department is a tobacco-free workplace and that it is a condition of employment that each member of this bargaining unit hired on and after January 20, 2012 refrain from the use of tobacco during the period of his or her employment with the City. New employees or those offered conditional employment with this bargaining unit, shall be required to sign an affidavit attesting that they agree to be tobacco-free throughout the term of their employment.

ARTICLE 24
ALCOHOL AND DRUG TESTING

24.1 The parties agree to work together to fully comply with the Criminal Justice Standards and Training Commission Rules (11B 27.0011 et seg., F.A.C), Florida's Drug Free Workplace Program (F.S. Sections 440.101 and 440.102), and the Florida Workers' Compensation Act. Employees will be generally governed under the City's Drug Free Workplace Policy, General Administrative Policy 1-12, as amended from time to time.

24.2 Illegal Controlled Substances

A. The City prohibits employees at any time, whether on or off duty or whether on or off City property, from manufacturing, selling, attempting to sell, distributing, possessing, using, being under the influence of illegal controlled substances, or having the presence of illegal controlled substances in an individual's body. Prohibited substances consist of any controlled substances as defined by applicable state and/or federal laws. For purposes of this policy, marijuana is considered a controlled substance under federal law.

B. The City does not distinguish between marijuana and medical marijuana for its policies. The use of marijuana in any form, including but not limited to medical marijuana used pursuant to a "physician certification" that is in compliance with Section 381.986 of the Florida Statutes, is prohibited. If an employee's drug test result is positive confirmed for marijuana due to the employee's use of medical marijuana, even if such use was pursuant to a "physician certification" that is in compliance with Section 381.986 of the Florida Statutes, will be considered a positive result.

C. For purposes of this policy, CBD products containing tetrahydrocannabinol ("THC") are considered a prohibited substance. Use of CBD products in any form, including but not limited to oils, body creams, beverages, chocolates, and gummies, that contain THC is prohibited. If an employee's drug test result is positive confirmed for marijuana due to the employee's use of CBD products containing THC, this will be treated as a positive result. An employee who chooses to use CBD products does so at their own risk. An employee's or job applicant's violation of this policy will not be excused because they were unaware that the CBD product that was used contained THC.

24.3 Alcohol Abuse

A. The City prohibits employees from using or possessing alcohol while on duty, while on the City's premises, while driving or being a passenger in a City vehicle, or while operating the City's equipment; reporting to work under the influence of alcohol; reporting to work with the presence of alcohol in an individual's body; or from otherwise using alcohol in a manner at any time that adversely affects the City's business interests.

24.4 Use of Legal Drugs

A. The term "legal drug" means (1) a controlled substance prescribed by a licensed physician for a specific medical purpose; or (2) an over-the-counter medication that has the potential to interfere with the safe and effective performance of the employee's duties, the operation of vehicles or equipment, or the safety of employees or the general public.

B. Employees must notify their immediate supervisor before beginning work when they are taking a legal drug that may possibly impact an employee from safely performing their duties so that the City can evaluate the impact, if any, that the employee's use of the legal drug may have on the safe and efficient operation of the City

24.5 Testing

A. Reasonable Suspicion (to include Post Accident Testing)
    a. Supervisors are responsible for monitoring employees for drug and alcohol use and other policy violations and for contacting the Police Chief or the Administrative Services Director (or designee) when there is articulable reasonable suspicion that an employee is under the influence of drugs or alcohol or otherwise using drugs on or off the job or alcohol on the job. Supervisors who have reasonable suspicion must prevent the employee from further engaging in work and from leaving the work area and must notify the employee of the need for testing. The supervisor shall provide articulable facts in writing to substantiate their reasonable suspicion.
    b. Reasonable suspicion may be based upon, but not limited to, the following:
        i. Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of drugs or alcohol.
        ii. Abnormal conduct or erratic behavior while at work.
        iii. A significant deterioration in work performance.
        iv. A report of drug or alcohol use provided by a reliable and credible source.
        v. Evidence that an employee has tampered with a drug test during his or her employment with the City.
        vi. Information that an employee has caused, contributed to, or been involved in an accident while at work giving rise to a reasonable suspicion of drug or alcohol use
        vii. Evidence that an employee has used, possessed, manufactured, sold, solicited, or transferred drugs.
        viii. Frequent absences from work without a satisfactory explanation.
    c. In the event that the City has reasonable suspicion that an employee is under the influence of drugs or alcohol or may be in the possession of drugs or alcohol, the City reserves the right search, without employee consent, all City areas and property, including, but not limited to, an employee's office, locker, or workspace.

B. Follow Up Testing

a. The City will require any employee who returns to work after successfully completing a voluntary drug or alcohol rehabilitation program to submit to drug and alcohol testing on at least a semi-annual basis for at least two (2) years as coordinated by Risk Management.

C. Random Testing
   a. Random test dates and times will not be announced and shall be spread reasonably throughout the year.
   b. Each employee in the unit shall have an equal chance of being selected for both drug and alcohol testing each and every time selections are made.
   c. The City agrees to provide the Association a list of all City employees who were selected for random testing at the end of each fiscal year upon request.

D. Testing Procedures
   a. Employees will be subject to a 10-Panel Urine Drug Screen by Immunoassay Methodology for Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Methadone, Methaqualone, Opiates, Phencyclidine, Propoxyphene, and Tetrahydrocannabinol (marijuana metabolites).
   b. Procedures for testing for the presence of illegal controlled substances and alcohol shall be conducted consistent with the provisions of Section 440.102(5), (6) of the Florida Statutes and the corresponding regulations.
   c. Urine will be used for the initial test and confirmation test for controlled substances.
   d. Breath will be used as the initial test and confirmation test for alcohol.
   e. Direct observation collections, by an observer of the same gender as the employee, may be required for reasonable suspicion drug and alcohol testing.

24.6 Employees must notify their immediate supervisor, department director, or Administrative Services Director regarding any criminal drug or alcohol infraction, arrest, indictment, or conviction, as well as any resulting loss of driving privileges, within 24 hours of occurrence or as soon as reasonably possible.

24.7 Refusal to Test

A. Employees who refuse to submit to a required test will be considered insubordinate.

B. Refusal to submit to a required test may include, but is not limited to the following:
   a. Failing to show at the collection site for a required test.
   b. Inability to produce sufficient quantities of breath, saliva, or urine to be tested without a valid medical explanation.
   c. Tampering with or attempting to adulterate the specimen.
   d. Interfering with the collection procedure.
   e. Not immediately reporting to the collection site. An employee must report to the testing site immediately upon notification. Immediately is defined as within thirty (30) minutes, unless otherwise authorized.
   f. Failing to remain at the collection site until the collection process is complete.
   g. Having a test result reported by a Medical Review Officer as adulterated or substituted.

h. Leaving the scene of the accident without a valid reason before the tests have been conducted.

ARTICLE 25
INSURANCE

25.1 The City will enable the employees to insure themselves under a group life insurance plan with the amount available being one times base annual salary rounded to the next higher thousand. The employer will pay the premium.

25.2 The City agrees to maintain a health insurance program for the employees, with the City paying the lowest "employee only" rate among all health insurance plans with a co-pay offered. Dependent coverage will be at the employee's expense. The employee electing coverage with a plan which has a higher premium shall pay the difference in any premium charged by that carrier. Dependent coverage will also be at the employee's expense.

25.3 The City will continue to provide the Department with the personal injury liability and false arrest policy.

ARTICLE 26
PERSONNEL RECORDS

26.1 Employees covered by this Agreement shall have the right to inspect their department and official personnel files provided, however, that such inspection shall take place during working hours at the location where the official personnel file is kept. The employee shall have the right to make duplicate copies, at his own expense, of any item contained in his official personnel file. The official personnel file is maintained in the City's Human Resources Office.

26.2 Employees have the right to file a written response to a letter of reprimand or other document which is placed in the employee's official personnel file, as a result of supervisory action or citizen complaint. At the employee's request, any such written response shall be included in the employee's official personnel file together with the letter of reprimand or other document against which it is directed.

ARTICLE 27
TRAINING AND TUITION REIMBURSEMENT

27.1 The City will make every reasonable effort to enable the employee to attend required in service training during the employee's normal working hours. When necessary to attend in-service training with schedules different from the normal work schedule, an Officer's work schedule can be adjusted with forty-eight (48) hours' notice to the Officer.

27.2 Where the City requires any employee to attend supervisory training and/or training in specialized police techniques and/or any other job-related training, the City will make every reasonable effort to schedule the employee attending such training during his normal working hours. When necessary to attend training classes with schedules different from the normal work schedule, an Officer's work schedule can be adjusted with forty-eight (48) hours' notice to the employee.

For special courses, such as Basic Recruit School, employees will be required to sign an Education Agreement with the City. The Education Agreement will require an obligated length of service depending on the length and cost of the course. These classes shall be police related courses or seminars and must be approved by the City.

27.3 This Article shall not in any manner apply to any training required by the Florida Police Standards Board to re-obtain Police Officer certifications for purposes of employment with reinstatement to the Department in the event that such certification shall have lapsed, expired, and/or terminated.

27.4 Subject to budgetary constraints and availability of funds, the City agrees to reimburse the employee for tuition (excluding fees categorized as "other fees") up to two (2) approved classes per semester (fall, spring, summer). These courses may be online or in person. Employee will be reimbursed at the Daytona State College (DSC) rate. Courses will be paid on a reimbursement basis with proof of payment and grade.

27.5 The City will reimburse the employee for tuition (excluding fees categorized as "other fees") for graduate course work at the rate of one half (1/2) the cost of tuition for graduate course work at the University of Central Florida (UCF) rate, regardless of where the courses are taken. These courses may be online or in person. Courses will be paid on a reimbursement basis with proof of payment and grade.

27.6 The City will require each employee to remain in the service of the City for one (1) year after completion or termination of the most recent class paid for by the City or the employee will be required to reimburse the City for the costs of tuition unless the employee is terminated by the City. This obligation will begin on the day after the school semester is completed.

27.7 The decision for approval or disapproval of courses is not subject to the grievance and arbitration provisions of this Agreement. The employee shall not be reimbursed by the City if the course is not passed with a grade of "C" or better or a passing grade on a

pass/fail system or if grades are not received within three (3) months after the completion of the course.

27.8 All employees must pre-register with the Human Resources Division regardless of where the courses are taken, if the employee intends to apply for tuition reimbursement. The City maintains the option to refuse to pay for courses that are not directly related to a degree program or courses that have excessively high costs.

27.9 Employees must have completed twelve (12) months of service with the City to be eligible for taking courses as allowed under this article.

27.10 It is clearly understood that all tuition reimbursement is subject to budget constraints and availability of funds as predefined for tuition reimbursement. The funds assigned to this line item are for use City Wide and approval of funds will be based on a first come, first serve basis upon applying for reimbursement prior to the course beginning. All documentation must be complete when turned into the Human Resources division in order to be considered for tuition reimbursement. Notwithstanding the aforesaid, the Department Head may within his discretion, allocate from the various Police Department's operational funds to provide tuition reimbursement for employees.

ARTICLE 28
WAGES

28.1 Upon ratification of this agreement, for Fiscal 2021, expiring 09/30/2021, employees will be slotted into the following pay schedule:

Officers	
Year	**Pay/Hr.**
Prob	$19.50
1	$19.84
2	$20.19
3	$20.54
4	$20.90
5	$21.55
6	$21.98
7	$22.42
8	$22.87
9	$23.33
10	$23.79
11	$24.27
12	$24.75
13	$25.25
14	$25.75
15	$26.27
16	$26.79

Sergeants	
TIG	**Pay/Hr.**
Prob	$26.00
1	$26.52
2	$27.05
3	$27.59
4	$28.14
5	$28.71
6	$29.28
7	$29.87
8	$30.46
9	$31.07
10	$31.69

A. Employees will have their hourly rate adjusted effective upon ratification of the agreement by both parties, according to the above pay schedule. The Officer rate is based on Years of Service (YOS). The Sergeant Rate is based on Time in Grade (TIG).

B. Until September 30, 2021 only, employees will be moved through the pay schedule as provided on their anniversary date for officers or promotion date for Sergeants (to include probationary Sergeant status). No step increases will occur beyond September 30, 2021 unless or until agreed to by the parties pursuant to re-opener negotiations as provided for in the Duration Article of this Agreement.

C. Any employee whose current rate of pay is at a level higher than the corresponding rate of pay for the equivalent YOS/TIG will not be eligible to receive any adjustment to their pay.

D. After ratification, current employees will be eligible to receive a one-time lump sum payment of $500.00

28.2 Employees will receive no increase in pay other than what is provided for in this agreement. All future wage increases beyond the term of this collective bargaining agreement shall be subject to negotiation by the parties.

28.3 New hires will generally start at the minimum rate of pay established for the classification. However, if a new hire has comparable Police experience with another agency, the Police Chief may elect to bring a new hire in at a higher rate of pay commensurate with their years of experience. Any requests above YOS-5 will require concurrence by the City Manager.

28.4 The City performance evaluation system will be a satisfactory/unsatisfactory procedure. If the employee's performance for the previous year has been satisfactory, they will receive a rating of satisfactory. The employee will then undergo performance evaluations each year thereafter. Should the employee receive a rating of unsatisfactory, due to unsatisfactory work or performance, the employee will be placed under intensive management guidelines, and re-evaluated in ninety (90) days. If the employee has still not raised his/her performance level to satisfactory at the conclusion of this ninety (90) day period, additional counseling may be provided, and the employee may be re-evaluated at the conclusion of another extended rating period; or, the supervisor may initiate action to terminate the employee.

28.5 The rate of pay for promotional appointments shall be in line with the pay schedule detailed in 28.1. An Officer selected by the Police Chief for a promotion to the rank of Sergeant with more than 14 years of service as an Officer shall be promoted to the rank of Sergeant at a starting rate of the first TIG rate higher than their current officer rate.

28.6 In addition to wages, incentive pay, if appropriate, shall be provided in accordance with pertinent Florida Statutes or in accordance with this contract.

a. Specialty pay will be provided to all employees who are assigned as members of a specialized or hazardous unit (division) or other groups which are herein specified as follows:

Specialty Assignment	Amount of Pay
Motorcycle Officer	$70.00/pay period
Emergency Response Team	$70.00/pay period
Traffic Homicide Investigator	$70.00/pay period
Field Training Officer	$70.00/pay period
Canine Officer	$70.00/pay period
Drug Recognition Expert	$70.00/pay period
Meth Team	$70.00/pay period
Crime Suppression Team	$70.00/pay period
Detective Assignment	$100.00/pay period

ARTICLE 29
RETIREMENT

29.1 The parties hereto recognize that the employees in the Bargaining Unit are participants in a Retirement Plan of the City as provided for by Chapter 185, Florida Statutes. The Police Pension Fund Ordinance of the City is set forth in the Port Orange City Code. Pensions and other retirement benefits for Bargaining Unit employees not specifically set forth in this Labor Agreement are as set forth in the Police Pension Fund Ordinance.

The City of Port Orange agrees to maintain a retirement plan for Police Officers as required by City Ordinance.

The City agrees to maintain the benefits and member contributions set forth in the Police Pension Fund Ordinance.

There will be no change in the accrued benefits of Plan members.

Should an issue arise with the State Division of Retirement regarding any provisions in this Article, both parties agree to return to the table to negotiate the issues to resolve the issues in order to gain approval of Plan changes.

29.2 Mutual Consent Agreement:

In accordance with section 185.35(6), F.S., a defined contribution plan component ("share plan") shall be established as part of the defined benefit pension plan, to be funded exclusively with Ch. 185 premium tax revenues. However, the City and the Union have mutually agreed that no Ch. 185 premium tax revenues will be allocated to a share plan at this time. The share plan shall not be activated until Ch. 185 premium tax revenues are allocated to the share plan by mutual agreement of the parties. At such time as the City and Union agree to allocate Ch. 185 premium tax revenues to the share plan, the parties will negotiate the details of the share plan.

A. All annual premium tax revenues received pursuant to Ch. 185 will continue to offset the City's pension contributions.

B. All accumulated excess premium tax revenues as of 10/01/2016 will be used to offset the City's pension contributions.

ARTICLE 30
SEVERABILITY

30.1 In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any court of competent jurisdiction, such holding shall apply only to the Article, Section or portion thereof specified in the court's decision; and all other Articles or Sections or portions not so invalidated shall remain in full force and effect. The parties may mutually agree in writing to renegotiate the affected Article, Section or portion specified in the court's decision.

ARTICLE 31
ENTIRE AGREEMENT

31.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

31.2 Therefore, the City and the Association, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to, or covered in this Agreement, or the impact of decisions made with respect to matter not specifically referred to or covered in this agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the same time they negotiated or signed this Agreement.

31.3 However, no language in this Agreement shall preclude the parties from mutually agreeing in writing to re-open any of the provisions covered by this contract.

ARTICLE 32
DURATION OF AGREEMENT

32.1 This Agreement will be in full force and effect upon ratification by both parties and shall remain in full force and effect until midnight of the 30th day of September, 2023; provided, however, that in year two of the Agreement (October 1, 2021-September 30, 2022) and year three of the Agreement (October 1, 2022-September 30, 2023) Wages shall be subject to negotiations along with two Articles of the Agreement for both the City and the Union. Upon expiration of the Agreement, it shall continue in full force and effect thereafter from year to year unless notice is given in writing by either party to the other via electronic mail (email) or certified mail return receipt requested by April 1st2023, of intent to modify, terminate, or change the terms of this Agreement, except as provided hereinafter.

32.2 Upon expiration of year one of this Agreement all provisions of the Agreement concerning wage rate increases shall cease and shall not be considered to be part of the status quo.

32.3 Article 15 entitled HOURS OF WORK AND OVERTIME PAYMENT shall be subject to renegotiation by either party in the event that the Federal Fair Labor Standards Act of 1938 is amended, or federal regulations are promulgated by the United States Department of Labor with respect to overtime payment to public employees, or the provisions of this agreement concerning overtime payment should become inconsistent with federal law or regulation.

Approved this

29 day of January, 2021

INTERNATONAL UNION OF POLICE ASSOCIATION

LOCAL 6051

Justin White, President, Local 6051

Witness

Approved this

_____ day of _____, 2021

CITY OF PORT ORANGE, FLORIDA

Donald O. Burnette, Mayor

Jamie L. Miller, Interim City Manager

Attest

Summary/Highlight of the Proposed IUPA 2021-2023 Agreement

Article 1 – Agreement:

- Sets forth the terms and conditions of this agreement.

Article 2 – Association Recognition:

- Formally recognizes IUPA as the certified bargaining unit.

Article 3 – Management Rights:

- Defines management rights and provides specific examples of the types of management rights which are retained such as determining the size and composition of the workforce, determine work schedules, and to establish and amend rules and regulations.

Article 4 – Employee Rights:

- Provides rights for employees to engage in protected concerted activity.

Article 5 – Strikes and Lockouts:

- Provides verbiage in compliance with State Statute.

Article 6 – Dues Deduction:

- Consistent with previous practice.

Article 7 – Association Representatives and Activities:

- Provides for what is considered acceptable activities for association representatives.

Article 8 –Bulletin Boards:

- Provides parameters in which bulletin boards may be used for Association activities.

Article 9 – Seniority:

- Defines how seniority is calculated and its role in Reductions in Force (RIF).

Article 10 – Probationary Employees:

- Defines the parameters of New Employee Probations.

Article 11 – Promotional Procedures:

- Outlines the parameters and procedure for the promotional process.

Article 12 – Temporary Assignment to Another Classification:

- Defines the policy for employees performing duties in a higher or lower classification.

Article 13 – Disciplinary Action:

- Details processes and rights related to discipline. These processes are slightly modified from regular grievance procedures.
- Only disciplinary actions that rise to the level of suspension, demotion, and termination will be subject to proceed to arbitration.
- The cost of arbitration will be split cost.

Article 14 – Grievances and Arbitration Procedure:

- Outlines the process for management and employees to follow in the event of a grievance or arbitration.
- The cost of arbitration will be split cost.

Article 15 – Hours of Work and Overtime:

- Defines the parameters surrounding hours of work and overtime provisions.
- Voluntary Special Event Work was folded into this article.

Article 16 – Holidays:

- Provides for 8 holidays including MLK Day. This is consistent with the PBA LTs agreement.
- Provides for annual leave accruals for a Floating Holiday, Birthday Holiday, Good Friday, and Veteran's Day. The additional annual leave amount is consistent with previous practice, but the administration has been modified to allow for efficiencies. Newly hired employees will receive the additional annual accruals in January following 12 months of employment with the City.

Article 17 – Annual Leave:

- Defines the annual leave accrual schedule for employees hired prior to January 2011 as well as for employees hired after that date. This is consistent with previous accrual amounts.
- Employees hired prior to January 2011 may accrue up to 320 hours per fiscal year. Any overage is paid out (or option to roll to 457 account). Employees hired after January 2011 may accrue up to 320 hours per fiscal year and any overage is forfeited.
- Upon separation in good standing, employees hired prior to January 2011 are paid out their annual leave accruals at 100%. Employees hired after January 2011 are paid out

their annual leave accruals up to 220 hours. Employees have the option to roll the pay out to their 457 account.

Article 18 – Sick Leave:

- Defines the sick leave accrual of 100.8 hours per year.
- Defines the parameters of the sick leave buy back policy which is consistent with previous practice.
- Employees who separate service with 2 weeks' notice and a minimum of 10 years of service will be paid out their sick leave accruals at 100%.

Article 19 – Other Leave:

- References that the City will abide by the Family Medical Leave Act (FMLA).
- References that the City will abide by the Military Leave Provisions set forth in the Civil Service Rules & Regulations and Florida Statute.
- Provides for up to 48 hours of Bereavement Leave per incident not to exceed 96 hours annually.
- Clarifies provisions for when an employee is on an unpaid Leave of Absence.

Article 20 – Jury Duty and Appearance as a Witness:

- Provides for leave to perform jury duty or to appear as a witness.

Article 21 – Authorized Use of Private Vehicle

- References that employees may be authorized to use their private vehicle in the performance of City duties and may be compensated in accordance with General Administration Policy 1-16 Use of Personal and City Vehicles for City Business and/or General Administration Policy 1-17 Travel.

Article 22 – Uniforms and Equipment:

- 1 External Load bearing vest was added to be worn in accordance with Departmental policy.
- Adjustments were made to the timing of the clothing allowance made to officers who are required to wear non-uniform issue clothing.

Article 23 – Workers' Compensation, Physical Examination, and Health & Fitness

- Maintained a Workers' Compensation benefit of 60 calendar days.
- Combined the Physical Agility Test (PAT) into this Article.

Article 24 – Alcohol and Drug Testing

- Provides parameters consistent with current practice for Alcohol and Drug Testing in accordance with General Administrative Policy 1-12 Drug Free Workplace.

Article 25 – Insurance

- Consistent with current practice, provides no cost employee only coverage for the base HMO plan.

Article 26 – Personnel Records:

- Provides for employees' rights to view both their official and departmental personnel files.

Article 27 – Tuition Reimbursement and Training:

- Defines the parameters regarding in-service training.
- Provides for tuition reimbursement consistent with current practice.

Article 28 – Wages:

- **Fiscal Year 2021** (current year): Employees will be slotted into the appropriate pay matrix. The pay matrix recognizes up to 16 years of service as an officer and 10 years as a Sergeant. The starting rate for a Police Officer has increased from $18.01/hr to $19.50/hr.
- Adjustments based on the pay matrix end on 9/30/21. Any further wage adjustments after that date must be negotiated.
- All eligible employees will receive a one-time lump sum of $500 upon ratification.
- New hires will generally be hired in at Step 1, but the Police Chief has the latitude to bring in a new hire at a higher rate of pay commensurate with years of experience up to 5 years. Anything above that will require City Manager approval.
- All specialty pay assignments increased from $60 to $70 per pay period and Detective Assignment Pay increased from $90 to $100 per pay period.

Article 29 – Retirement:

- Consistent with current provisions and the City Ordinance.

Article 30 – Severability:

- Defines the parameters of severability.

Article 31 –Entire Agreement:

- States the process through which this agreement was negotiated.

Article 32 – Duration of Agreement:

- This agreement shall be in effect upon ratification until 9/30/23.
- Article 28 Wages shall expire on 9/30/21.
- After 9/30/21, both the City and the Union will have the option to renegotiate two articles from either party in addition to the Wages article.

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 2/16/2021

Consent item: Yes

SUBJECT: (B7e) Ratification of emergency Change Order No.1 relating to the repair of the City Hall Elevator by Premier Elevator Company

DEPARTMENT: Public Works

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve the ratification of Emergency Change Order No. 1 for the amount of $13,098.00 to the contract (CA7282) with Premier Elevator Company Inc. for a total revised contract amount of $33,920.00.

SUMMARY: On October 28, 2020, the City entered a Standard Contract for Services with Premier Elevator Company Inc. for $20,822.00 to repair the cylinder and oil line on one of the elevators at City Hall. Once the repair work began, the hole surrounding the cylinder collapsed as there was no casing for support. An emergency change order for $13,098.00 was required to have the hole re-drilled and the spoils and cement removed prior to the installation of a new hydraulic system. A casing was also installed to prevent this from happening in the future. Total revised repair cost is $33,920.00.

Prior to the repairs, the elevator was in-operable. City Hall is a public facility and without a functioning elevator, there was a concern for safety and compliance with ADA requirements.

Port Orange Code of Ordinance, Sec. 2-272, #2 allows for City Manager approval of change orders up to $25,000.00 and #3 of the Ordinance allows for City Manager approval of change orders for contract price beyond the *unforeseen* during the performance of the contract that requires immediate resolution to avoid additional costs.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	Dept Justification Memo - Premier Elev	Dept Justification Memo - Premier Elev.docx
2.	Executed Premier Elevator Company, Inc. Standard Contract for Services	Executed Premier Elevator Company, Inc. Standard Contract for Services.pdf
3.	PREMIER ELEVATOR CO1	PREMIER ELEVATOR CO1.pdf
4.	RECORDED Premier Elevator Company, Inc. Payment and Performance Bond	RECORDED Premier Elevator Company, Inc. Payment and Performance Bond.pdf

5.	NTP	NTP.pdf
6.	Premier Elevator COI all coverages 2021	Premier Elevator COI all coverages 2021.pdf

Julia Wiggins	Created/Initiated - 1/19/2021
Kynah Cockcroft	Approved - 1/19/2021
Lynn Stevens	Approved - 1/21/2021
Matthew Jones	Approved - 1/27/2021
Jamie Miller	Approved - 1/27/2021
Robin Fenwick	Final Approval - 1/28/2021

City of Port Orange
Public Works & Utilities Department

TO: Council Members
Jamie Miller, Interim City Manager

THRU: Lynn Stevens, Public Works & Utilities Director
Ronny Buttrum, Deputy Director of Public Works
Tom DiEulio, Operations Manager
Julia Wiggins, Business Manager

FROM: Robert Bryant, Facilities Maintenance Supervisor

DATE: January 18, 2021

SUBJECT: Premier Elevator Company, Inc. – Ratification of Change Order No 1 to the Standard Contract for Services (CA7282)

REQUEST:
The Public Works & Utilities Department is requesting Council to ratify the Emergency Change Order No 1 to the Standard Contract for Services (CA7282) with Premier Elevator Company, Inc. in the amount of $13,098.00 for a revised contract amount of $33,920 for the repair of the City Hall elevators.

PURPOSE:
The purpose of this request is for ratification per City Purchase Code of Ordinance 2-272 (3) any change order issued as a result of an emergency event shall be brought before Council if the expenditure exceeds the City Manager's authority.

CONSIDERATION:
On October 28, 2020, the City entered a Standard Contract for Services with Premier Elevator Company Inc. for $20,822.00 to repair the cylinder and oil line on one of the elevators at City Hall. Once the repair work began, the hole surrounding the cylinder collapsed as there was no casing for support. An emergency change order for $13,098.00 was required to have the hole re-drilled and the spoils and cement removed prior to the installation of a new hydraulic system. A casing was also installed to prevent this from happening in the future. Total revised repair cost is $33,920.00.

Prior to the repairs, the elevator was in-operable. City Hall is a public facility and without a functioning elevator, there was a concern for safety and compliance with ADA

requirements.

Port Orange Code of Ordinance, Sec. 2-272, #2 allows for City Manager approval of change orders up to $25,000.00 and #3 of the Ordinance allows for City Manager approval of change orders for contract price beyond the *unforseen* during the performance of the contract that requires immediate resolution to avoid additional cost.

FUNDING:
Fund: 506 – Building Maintenance
Cost Center – Building Maintenance
Program – N/A
Spend Category – Building Maintenance and Repairs (Ledger Account 530000)

RECOMMENTATION:
The Public Utilities and Works Department recommends Council to ratify the Emergency Change Order No 1 to the Standard Contract for Services (CA7282) with Premier Elevator Company, Inc. in the amount of $13,098.00 for a revised contract amount of $33,920 for the repair of the City Hall elevators.

ANTICIPATED SCHEDULE:
a.) Council Ratification – February 16, 2021

ATTACHMENTS:
a.) Standard Contract for Services – fully executed
b.) Bond
b.) Change Order No 1 – fully executed
c.) Purchase Order / Change Order No 1 PO-000860
d.) Notice to Proceed

CITY OF PORT ORANGE
STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this 29 day of October, **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 **PREMIER ELEVATOR COMPANY, INC.**, a Georgia corporation whose principal address is 6601 Lyons Road, Suite I-7, Coconut Creek, Florida 33073 ("Contractor"). The City and Contractor are collectively referred to herein as the "Parties."

1. *Provision of Services*

(a) The Contractor hereby agrees to provide all labor and materials to perform the elevator repairs as more specifically described in Contractor's quote, attached hereto as Exhibit "1" and made a part hereof by this reference. This Contract together with the Contractor's quote, both 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.

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

Term: This Contract shall become effective on the last date the Contract is signed by the Parties ("Effective Date"). Work shall be completed within six (6) months from issuance of a written Notice to Proceed executed by the City ("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," in an amount not to exceed Twenty Thousand Eight Hundred Twenty-Two and 00/100 Dollars ($20,822.00). 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 Public Works and Utilities Director, Lynn Stevens, 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**
☒	Workers' Compensation 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.	Contract Amount — Limits 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.
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability	Limits: 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. Additional Coverage:	Limits: Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If 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 - $ To be determined.	
☐	Contractor Pollution Liability	Limits: Coverage - $1,000,000	
☐	Errors and Omissions	Limits: Coverage - $1,000,000	
☐	Umbrella Policy	Limits: Coverage – $ To be determined.	
☒	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: Lynn Stevens, Public Works and Utilities Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5575

Contractor: Premier Elevator Company, Inc.
Attention: Wallace Bertschin, President
6601 Lyons Road
Suite I-7
Coconut Creek, Florida 33073
(770) 389-4951 – Telephone
(770) 389-1586 – Facsimile
john@premier-elevator.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]

Witnesses:

Tiffany Crumbley

Printed Name: Tiffany Crumbley

Printed Name: Kerri Crush

PREMIER ELEVATOR COMPANY, INC.

By: Philip Reid, Vice President

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

Date: 9-11-2020

STATE OF Georgia
COUNTY OF Hardy

The foregoing instrument was acknowledged before me by means of X physical presence or ___ online notarization, this 11 day of September 2020, by ~~Wallace Bertschin, as President~~ Philip Reid, VP of Premier Elevator Company, Inc., a Georgia corporation. He ___ personally known or ___ produced _____as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

JAMIE CONKLIN
Notary Public, Georgia
Lamar County
My Commission Expires
June 24, 2023

Witnesses:

CITY OF PORT ORANGE

Cynthia Rivera
Printed Name: Cynthia R. Rivera

By: Jamie L Miller
~~M.H. Johansson, City Manager~~ Jamie Miller, Acting City Manager

Ruth E. Thayne
Printed Name: RUTH E. THAYNE

Date: 10·29·2020

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of X physical presence or ___ online notarization, this 29 day of October, 2020, by ~~M.H. Johansson,~~ Jamie Miller (Acting) as City Manager of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He is X personally known or ____ produced _____as identification.

Notary Public State of Florida
Ruth E. Thayne
My Commission GG 913343
Expires 10/05/2023

Ruth E. Thayne
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

RUTH E. THAYNE

Ruth E. Thayne
Printed Name: RUTH E. THAYNE

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

Shelby Field
Printed Name: Shelby Field

Date: 10/29/2020

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of X physical presence or ___ online notarization, this 29 day of October, 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 X personally known or ___ produced _____as identification.

Notary Public State of Florida
Ruth E. Thayne
My Commission GG 913343
Expires 10/05/2023

Ruth E. Thayne
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:
RUTH E. THAYNE

EXHIBIT "1"

Contractor's Schedule to Unit Prices and Scope of Work

Consisting of 1 Page

PREMIER Elevator Company P 770-389-4951 F 770-389-1586

Orlando Branch Office
9187 Boggy Creek Road, Suite 3
Orlando, Florida 32824

Phone: 407-369-4835
Fax: 407-369-4051

Date: August 31, 2020 Proposal # FN-20063520

Robert Bryant
Facilities Maintenance Supervisor
1000 City Center
Port Orange, Florida 32129

Phone: 386-341-7910
Fax:
Email: rbryant@port-orange.org
Cell:

Re: City of Port Orange
1000 City Center
Port Orange, Florida 32129
One (1) Hydraulic Passenger Elevator
State Serial Number:
Inspection Violation Correction(s) yes [] no [x]

Premier Elevator Co. proposes to provide all necessary labor and material to perform the following work on the above referenced elevator(s) due to the oil contaminated could not be filtered and cleaned out :

PREMIER ELEVATOR COMPANY proposes to provide all necessary labor and material to perform the cylinder and oil line replacement on the above referenced elevators

Work is as follows: PREMIER ELEVATOR COMPANY will raise the elevator and secure it in a safe position. The oil line will be disconnected. The piston will then be removed and set to the side to allow for the removal of the cylinder. Pull the cylinder, dispose of oil from the cylinder unless otherwise specified. Clean out the well, provided the well is fully cased. Furnish and install a new cylinder re-using the old head. Once the cylinder is plumb, the piston will then be re-installed and the oil line re-connected and the elevator will then be lowered to the bottom to re-attach the piston.

PREMIER ELEVATOR COMPANY will not be responsible for the existing casing to be plumb enough to accommodate the cylinder replacement, or large enough to accommodate the cylinder replacement and PVC liner will only be used if possible.

Should the well be out of plumb and need to be re-drilled and new casing installed, add an additional $650.00 per foot to pull old casing, re-drill and re-case the well. The estimated footage is **14 feet**

A gasoline-powered machine will be utilized unless otherwise specified differently.
Should the hole be double cased, the price per foot will be adjusted to the amount of total casing pulled. Should well driller hit rock on the re-drill, add an additional $150.00 per foot. Should owner wish to have PREMIER ELEVATOR COMPANY remove contaminated soil, and then price below will be amended to include $275.00 per barrel.

Any alterations or deviations from work specified involving extra costs will be executed only upon written orders, and will become an extra charge over and above the written estimate. PREMIER ELEVATOR COMPANY does not know if there is any concrete in or about the existing well or cylinder. If any concrete or unusual debris is encountered, there will be added charges for removal. PREMIER ELEVATOR COMPANY will not be responsible for ground water, ground water oil, soil oil or any damages to soil from the cylinder

PREMIER ELEVATOR COMPANY and a Certified Elevator Inspector will perform test and inspection after cylinder is replaced. Should there be intrusion of water from an underground source into the bottom of the elevator shaft, it will be the sole responsibility of the owner to secure a contractor and make such repairs and or modifications necessary at the owner's expense, for the above specified work to be completed.

NOTE: This work opens up the hydraulic system, once the cylinder has been changed and the hydraulic system is

PREMIER Elevator Company P 770-389-4951 F 770-389-1586

Orlando Branch Office
9187 Boggy Creek Road, Suite 3
Orlando, Florida 32824

Phone: 407-369-4835
Fax: 407-369-4051

closed the hydraulic system will be pressurized and tested. Such tests impose upon the equipment much greater strains than those growing out of normal operation due to the purging of the air out of the system. Therefore, it is agreed that in making these necessary tests, PREMIER ELEVATOR COMPANY shall not be liable for any damage to the hydraulic control valve/system, or any of its component parts due to the action or failure of any of these devices. If repairs are necessary to obtain proper operation of the equipment to meet the requirements of this test, such work shall be considered as an extra to this proposal.

Permits: PREMIER ELEVATOR COMPANY will furnish all licenses inspections and permits. This price also includes the required bond cost to complete this job

Work is based on starting on Saturday and Sunday and finishing during the week during regular working hours 8:00 AM to 4:30 PM

Total Price **$20,822.00**

(Twenty Thousand Eight Hundred and Twenty Two Dollars and 00/100 Dollars)

TERMS: ~~**Billed 50% upon Acceptance, 50% upon Completion**~~

Submitted by: _____
John Gill, Account Manager

CUSTOMER APPROVAL

Date _____

Firm: _____

By: _____ _____
Name Title

PREMIER ELEVATOR CO.

Approved: _____ 2020

By: _____

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:	Premier Elevator Company, Inc.
Principal Business Address:	6601 LYONS Road Suite I-7 Coconut Creek, Florida 33073
Contact Person:	Wallace Bertschin, President
Phone Number:	(770) 389-4951

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: $20,822.00 **City Project Number: City Hall Elevator Repair(s)**

Description of Work: City Hall Elevator Repair(s)

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

Legal Description: 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.

[CA7282]
[MTR/sal 2015-02-10]

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"

Premier Elevator Company, Inc.

City Hall Elevator Repair(s)

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, **Premier Elevator Company, 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 **TWENTY THOUSAND EIGHT HUNDRED TWENTY-TWO AND 00/100 DOLLARS ($20,822.00)**, 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 City Hall Elevator Repair(s), 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:

PREMIER ELEVATOR COMPANY, INC.
(Principal)

_____
(As to Corporate Principal) Secretary

By:_____
Wallace Bertschin, President

_____
(Witness to Principal)

(Corporate Seal)

_____
(Surety)

_____
(Witness to Surety)

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

(Corporate Seal)

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

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

CHANGE ORDER NO. 1
To Standard Contract for Services dated October 29, 2020
PREMIER ELEVATOR COMPANY, INC., Contractor

Project: 2020 City Hall Elevator Repairs

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	**CHANGE IN CONTRACT TIMES:**
Original Contract Price: $20,822.00	Original Contract Times 6 Months from issuance of Notice to Proceed
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: $20,822.00	Contract Completion Date prior to this Change Order: 6 Months from issuance of Notice to Proceed
Net Increase (decrease) of this Change Order No. 1: $13,098.00	Changes in contract time requested this Change Order No. 1 (Requires Council Approval) 0 days
Contract Price with all approved Change Orders: $33,920.00	Contract Times with all approved Change Orders: 6 Months from issuance of Notice to Proceed

CHANGES ORDERED:

I. GENERAL: This Change Order is necessary to cover changes in the work to be performed under Standard Contract for Services entered into by and between the parties on October 29, 2020.

II. REQUIRED CHANGES: To provide for additional spending authority to cover cost relating to the emergency repair of City Hall elevators, which includes repair of the cylinder and oil line. No goods shall be delivered, nor services commenced hereunder until this Change Order has been fully executed by all parties.

III. JUSTIFICATION: Change Order No 1 will allow additional spending authority to pay for additional repairs to the cylinder and oil line.

IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of the Standard Contract for Services subject to a limit up to but not to exceed $13,098.00, for a revised agreement amount not to exceed $33,920.00. 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:
PUBLIC WORKS AND UTILITIES DEPARTMENT
LYNN STEVENS
Department Head

By:_____
Lynn Steven, Public Works & Utilities Director

Date Signed: 12-21-2020

ACCEPTED BY:
PREMIER ELEVATOR COMPANY, INC.
Contractor

By:_____
Printed Name: Robert Barker
Title: VP of Modernization + Construction

Date Signed: 12.18.2020

RECOMMENDED BY:
N/A
City's Representative

By:_____
Printed Name:_____
Title:_____

Date Signed:_____

RECOMMENDED BY:
N/A
Engineer of Record

By:_____
Printed Name:_____
Title:_____

Date Signed:_____

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By:_____
Lynn Stevens, Public Works & Utilities Director

Date Signed: 12-21-2020

City Manager

By:_____
Alan Rosen, Interim City Manager

Date Signed: 1-13-2021

If Council approval is required:

By: N/A
Donald O. Burnette, Mayor

Date Signed:_____

Affirmed:

Robin L. Fenwick, MMC, City Clerk

Date Signed: 1/13/2021

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. 3437125

PRINCIPAL:

Developer or Contractor:	Premier Elevator Company, Inc.
Principal Business Address:	6601 LYONS Road Suite I-7 Coconut Creek, Florida 33073
Contact Person:	Wallace Bertschin, President
Phone Number:	(770) 389-4951

SURETY:	Old Republic Surety Company
Address:	P. O. Box 1635 Milwaukee, WI 63201-1635
Contact Person:	Sean Rummel
Phone Number:	678-905-3051

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: $20,822.00 **City Project Number: City Hall Elevator Repair(s)**

Description of Work: City Hall Elevator Repair(s)

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

Legal Description: 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.

[CA7282]
[MTR/sal 2015-02-10]

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"

Premier Elevator Company, Inc.

City Hall Elevator Repair(s)

Bond No. 3437125

COMBINATION PAYMENT AND PERFORMANCE BOND FOR PUBLIC CONSTRUCTION

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

BY THIS BOND, We, **Premier Elevator Company, Inc.**, as Principal, and Old Republic Surety Company, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of **TWENTY THOUSAND EIGHT HUNDRED TWENTY-TWO AND 00/100 DOLLARS ($20,822.00)**, 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 October 29, 2020, entered into by and between the Principal and the City, for City Hall Elevator Repair(s), 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 29th, day of October, 2020.

Attest:

(As to Corporate Principal) Secretary

(Witness to Principal)

PREMIER ELEVATOR COMPANY, INC.
(Principal)

By: Wallace E. Bertschin
Wallace Bertschin, President

(Corporate Seal)

Old Republic Surety Company
(Surety)

(Witness to Surety)

By: Regina K. Barnhardt
Name: Regina K. Barnhardt
(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

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

MICHAEL W. PAUL, REGINA K BARNHARDT, OF SUWANEE, GA

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds). as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned andsealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits ofthe authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 28TH day of APRIL, 2020.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 28TH day of APRIL, 2020, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

KATHRYN R. PEARSON NOTARY PUBLIC STATE OF WISCONSIN

Kathryn R. Pearson
Notary Public
My commission expires: 9/28/2022

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

80-5790

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Signed and sealed at the City of Brookfield, WI this 29th day of October, 2020.

Karen J. Haffner
Assistant Secretary

CONTRACTORS BONDING OF THE S

CITY OF PORT ORANGE
NOTICE TO PROCEED

Issued By: **Lynn Stevens PW & PU Director**
Public Works
1000 City Center Dr.
Port Orange, FL 32127
Ph:(386)506-5575 Fax:(386)756-5365
lstevens@port-orange.org

Issued To: Premier Elevator Services
23 Andrew Drive
Stockbridge, GA 30281

Ph (770) 389-4951 Fax:(770) 389-1586

PROJECT TITLE: **Blanket Purchase Order for Elevator Repairs at City Hall under Contract**

Contract NO. **CA7282**

This **Notice to Proceed** issued to your company is for the above referenced project and in accordance with the Scope of Work and all terms and conditions of the Contract agreement between the City of Port Orange and Premier Elevator Services dated October 29th, 2020. The **effective date** of this **Notice to Proceed** is November 17, 2020 with it to be 100 % completed and ready for **final acceptance** no later than 5/17/2021

Please sign below acknowledging and agreeing to the contents of this Notice to Proceed and return a copy of this form to the Project Manager, Bobby Bryant at the address below:

Project Manager: City of Port Orange, Department of Public Works
407 Virginia Avenue, Port Orange, FL 32127

All future correspondence or requests for changes to the contract must be addressed to the Project Manager.

ISSUED BY:

Owner: City of Port Orange

This 15th day of December 2020

By: _____
Lynn Stevens

Title: Public Works & Utilities Director

ACCEPTANCE NOTICE:

Receipt of the foregoing Notice to Proceed is hereby acknowledged and agreed by:

Company: Premier Elevator Co., Inc.

This: 14th day of December 2020

By: _____
Robert Barber

Title: VP of Modernization & Construction

CERTIFICATE OF LIABILITY INSURANCE

Acct#: 2706995

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

PRODUCER	CONTACT NAME: Lockton Affinity, LLC	
Lockton Affinity, LLC P. O. Box 879610 Kansas City, MO 64187-9610	PHONE (A/C.NO Ext): 877-320-9393	FAX (A/C, No): 913-652-7599
	E-MAIL ADDRESS: EFM@locktonaffinity.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Old Republic Insurance Company	24147
INSURED Premier Elevator Company, Inc. 230 Andrew Dr. Stockbridge, GA 30281	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						EACH OCCURRENCE	
	Claims / Occur						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	
	POLICY / PROJEC / LOC						PRODUCTS - COMP/OP AGG	
	OTHER							
A	AUTOMOBILE LIABILITY	X	X	L249705-20	02/09/2020	02/09/2021	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
X	HIRED AUTOS ONLY / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	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) GPBR: 1C90

Policy provides protection for any and all operations/jobs performed by the named insured where required by written contract. Certificate holder is an Additional Insured where required by written contract. Waiver of Subrogation included by written contract. Insurance is primary and non-contributory.

CERTIFICATE HOLDER

City of Port Orange
Attn: Julia Wiggins / PW & PU Admin
1395 Dunlawton Avenue
Port Orange, FL 32129

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/29/2020

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	CONTACT NAME: Tina Hassan	
Hub International Northeast 1 Bridge Plaza North Suite 445 Fort Lee NJ 07024	PHONE (A/C, No, Ext): 201-585-6500	FAX (A/C, No): 201-585-6590
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Everest National Insurance Company	10120
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED PREMELE-02
Premier Elevator Company, Inc
Premier Elevator Services Corp.
230 Andrew Drive
Stockbridge GA 30281

COVERAGES **CERTIFICATE NUMBER:** 1455224168 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N (Mandatory in NH)	N / A	Y	SW5WC00286201	3/23/2020	3/23/2021	X PER STATUTE ☐ OTH-ER	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Waiver of Subrogation applies in favor of the additional insured.

CERTIFICATE HOLDER

City of Port Orange
Attn: Julia Wiggins / PW & PU Admin
1395 Dunlawton Avenue
Port Orange, FL 32129

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule 2%

PERSON OR ORGANIZATION	JOB DESCRIPTION
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER.	

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **03/23/2020** Policy No. **SW5WC00286-201** Endorsement No.
Insured **PREMIER ELEVATOR COMPANY INC** Premium **INCL**

Insurance Company **EVEREST NATIONAL INSURANCE COMPANY**

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

© 1983 National Council on Compensation Insurance.

PREMI-1 OP ID: AS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/28/2020

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 770-957-2925 McGARITY INSURANCE P O BOX 130 McDONOUGH, GA 30253 M LINDSEY MCGARITY	CONTACT NAME: M LINDSEY MCGARITY PHONE (A/C, No, Ext): 770-957-2925 FAX (A/C, No): E-MAIL ADDRESS: LMCGARITY@MCGARITYINSURANCE.COM
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : GREAT AMERCIAN INSURANCE CO — 16691
INSURED PREMIER ELEVATOR COMPANY INC PIONEER ELEVATOR LLC, PREMIER ELEVATOR SERVICES CORP, & PREMIER ELEVATOR DEVELOPMENT L 230 ANDREW DRIVE STOCKBRIDGE, GA 30281	INSURER B : LIBERTY MUTUAL UNDERWRITERS — 19917 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	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		MAC132477603	06/19/2020	06/19/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE			1000263778-04	06/19/2020	06/19/2021	AGGREGATE	$ 5,000,000
	DED X RETENTION $ 0							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	EXCESS LIABILITY			TUE 2863127 02	06/19/2020	06/19/2021	OCCURREN	10,000,000

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

WHEN REQUIRED BY CONTRACT CITY OF PORT ORANGE IS ADDITIONAL INSURED WITH RESPECTS TO GENERAL LIABILITY IN ACCORDANCE WITH ATTACHED FORMS CG2010 0413 AND CG2037 0413 ON A PRIMARY AND NON-CONTRIBUTORY BASIS.

CERTIFICATE HOLDER

CITYPOR

CITY OF PORT ORANGE
JULIA WIGGINS / PW & PU ADMIN
1395 DUNLAWTON AVENUE
PORT ORANGE, FL 32129

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Lindsey McGarity

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ELEVATOR CONTRACTOR PLUS ENDORSEMENT

Blanket Waiver of Subrogation

This endorsement modifies insurance provided under the following:

COMMON POLICY CONDITIONS
COMMERCIAL GENERAL LIABILITY COVERAGE PART

Section Extracted from Endorsement CG 90 53 (Ed. 04/16)

T. In **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added at the end of Condition **8. Transfer of Rights of Recovery Against Others to Us**:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of:

a. your ongoing operations; or

b. "your work" pursuant to a written contract between you and that person or organization and included in the "products-completed operations hazard";

but only if:

c. you and that person or organization have agreed, in a written contract or agreement, that you waive such rights against that person or organization; and

d. the injury or damage occurs only after you and that person or organization have signed the written contract or agreement described in **c.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Name of Additional Insured Person(s) or Organization(s)	Location(s) of Covered Operations
Any person or organization that you are required and agreed to name as an additional insured on your policy under: 1. A written contract or agreement that is in effect during the term of this policy and such contract is entered into prior to the "occurrence" of any "bodily injury", "property damage", "personal injury", or "advertising injury"; or, 2. An oral contract or oral agreement with a person or organization when a certifiicate of insurance showing that person or organization as an Additional Insured has been issued; and such oral contract or oral agreement is in effect during the term of this policy and is entered into prior to the "occurrence" of any "bodily injury", "property damage", "personal injury", or "advertising injury".	Any location within the "coverage territory"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. your acts or omissions; or
2. the acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the Additional Insured(s) at the location(s) designated above.

However;

1. the insurance afforded to such additional insured only applies to the extent permitted by law; and
2. if coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these Additional Insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or

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2. that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these Additional Insureds, the following is added to **SECTION III - LIMITS Of INSURANCE**:

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

1. required by the contract or agreement; or

2. available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

Schedule

Name of Additional Insured Person(s) or Organization(s)	Location and Description of Completed Operations
Any person or organizationthat you are required and agreed to name as as an additional insured on your policy under: 1. A written contract or agreement that is in effect during the term of this policy and such contract is entered into prior to the "occurrence" of any "bodily injury", "property damage", "personal injury", or "advertising injury"; Or, 2. An oral contract or an oral agreement with a person or organization where a certificate of insurance showing that person or organization as an Additional Insured has been issued; and such oral contract or oral agreement is in effect during the term of this policy and such contract is entered into prior to the "occurrence" of any "bodily injury", "property damage", "personal injury", or "advertising injury";	Any location within the "coverage territory", and for all completed operations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that Additional Insured and included in the "products-completed operations hazard."

However:

1. the insurance afforded to such additional insured only applies to the extent permitted by law; and
2. if coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these Additional Insureds, the following is added to **SECTION III - LIMITS OF INSURANCE**:

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

1. required by the contract or agreement; or

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2. available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ELEVATOR CONTRACTOR PLUS ENDORSEMENT

Primary and Non-Contributory Additional Insured Extension

This endorsement modifies insurance provided under the following:

COMMON POLICY CONDITIONS
COMMERCIAL GENERAL LIABILITY COVERAGE PART

Section Extracted from Endorsement CG 90 53 (Ed. 04/16)

K. Primary and Non-Contributory Additional Insured Extension

This provision applies to any person or organization who qualifies as an Additional Insured under any form or endorsement under this Policy.

Condition **4. Other Insurance** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

a. The following is added to Paragraph **a. Primary Insurance**:

This insurance is primary to and will not seek contribution from any other insurance available to an Additional Insured under your policy provided that:

(1) the Additional Insured is a Named Insured under such other insurance; and

(2) you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 2/16/2021

Consent item: Yes

SUBJECT: (B7f) Ratification of Emergency Change Order to the Standard Contract for Service CA7260 with Danus Utilities

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve the ratification of an Emergency Change Order No 1 to the Standard Contract for Services (CA7260) with Danus Utilities, Inc. in the amount of $67,990 for a revised contract amount of $172,965.

SUMMARY: The Public Works and Utilities Department is requesting City Council to ratify Emergency Change Order No 1 to the Standard Contract for Services (CA7260) with Danus Utilities, Inc. in the amount of $67,990 for a revised contract amount of $172,965.
On September 11, 2020 the City entered into a Standard Contract for Services (CA7260) with Danus Utilities, Inc. to provide emergency repairs to the discharge line and install an isolation valve to enable staff to work safely on the East Master Lift Station (EMLS) located at the Water Reclamation Facility.

During the work being performed, a 30-inch valve that was shown on the as-built underground drawings could not be located. Work could not progress without causing a major raw sewage spill. On January 13, 2021, an Emergency Change Order was issued to provide spending authorization to install a temporary valve to isolate the system and allow the original scope of work to be performed.

On January 25, 2021, all work was completed and Danus Utilities, Inc. submitted invoice #6114 in the amount of $172,965.00 for payment.

Project No.: Funding Account No.:

Presenter: Lynn Stevens

ATTACHMENTS:

1.	Dept Justification Memo - Danus Utl Ratification	Dept Justification Memo - Danus Utl Ratification.docx
2.	Danus Utl Standard Cont for Svc	Danus Utl Standard Cont for Svc.pdf
3.	DANUS CHANGE ORDER 1 CA7260	DANUS CHANGE ORDER 1 CA7260.pdf
4.	NTP	NTP.pdf
5.	Purchase Order and Invoice	Purchase Order and Invoice.pdf

Julia Wiggins	Created/Initiated - 1/19/2021
Julia Wiggins	Approved - 2/3/2021
Kynah Cockcroft	Approved - 2/3/2021
Steve Parnell	Approved - 2/3/2021
Lynn Stevens	Approved - 2/3/2021
Matthew Jones	Approved - 2/3/2021
Jamie Miller	Approved - 2/3/2021
Robin Fenwick	Final Approval - 2/3/2021

City of Port Orange
Public Works & Utilities Department

TO: Jamie Miller, Interim City Manager

THRU: Lynn Stevens, Public Works & Utilities Director
Steve Parnell, Deputy Director of Public Utilities

FROM: Julia Wiggins, Public Works & Utilities Business Manager

DATE: February 2, 2021

SUBJECT: Danus Utilities, Inc. – Ratification of the Emergency Change Order No 1 to the Standard Contract for Services CA7260, dated September 11, 2020

REQUEST:
The Public Works and Utilities Department is requesting City Council to ratify Emergency Change Order No 1 to the Standard Contract for Services (CA7260) with Danus Utilities, Inc. in the amount of $67,990 for a revised contract amount of $172,965.

PURPOSE:
The purpose of this request is for additional emergency work necessary for the valve project at the Water Reclamation Facility.

CONSIDERATION:
On September 11, 2020 the City entered into a Standard Contract for Services (CA7260) with Danus Utilities, Inc. to provide emergency repairs to the discharge line and install an isolation valve to enable staff to work safely on the East Master Lift Station (EMLS) located at the Water Reclamation Facility.

During the work being performed, a 30-inch valve that was shown on the as-bult underground drawings could not be located. Work could not progress without causing a major raw sewage spill. On January 13, 2021, an Emergency Change Order was issued to provide spending authorization to install a temporary valve to isolate the system and allow the original scope of work to be performed.

On January 25, 2021, all work was completed and Danus Utilities, Inc. submitted invoice #6114 in the amount of $172,965.00 for payment.

FUNDING:

No funding adjustments required since all purchase orders have been issued and funding secured.

RECOMMENDATION

The Public Works and Utilities Department recommends City Council to ratify the Emergency Change Order No 1 to the Standard Contract for Services (CA7260) with Danus Utilities, Inc. in the amount of $67,990 for a revised contract amount of $172,965.

ANTICIPATED SCHEDULE:

a.) Council Ratification – February 16, 2021

ATTACHMENTS:

a.) Executed Standard Contract for Services and Bond
b.) Executed Change Order No 1
c.) Purchase Order
d.) Invoice

CITY OF PORT ORANGE
STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this 11th day of September, 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 **DANUS UTILITIES, INC.**, a Florida corporation whose principal address is 2320 Beardall Avenue, Sanford, Florida 32771 ("Contractor"). The City and Contractor are collectively referred to herein as the "Parties."

1. *Provision of Services*

(a) The Contractor hereby agrees to provide repairs to the discharge line at the water reclamation facility east inhouse lift station, pursuant to Contractor's quote dated July 14, 2020, attached hereto as Exhibit "1" and made a part hereof by reference shall constitute the formal written contract between the City and Contractor.

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

Term: This Contract shall become effective on the last date the Contract is signed by the Parties ("Effective Date"). Work shall be commence upon issuance of a written Notice to Proceed executed by the City and continue until December 30, 2020 ("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 Four Thousand Nine Hundred Seventy-Five and 00/100 Dollars ($104,975.00). 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 Public Works and Utilities Director, Lynn Stevens, 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**
☒	Workers' Compensation 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.	Contract Amount — Limits 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.
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability	Limits: 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. Additional Coverage:	Limits:	Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If 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 - $ To be determined.	
☐	Contractor Pollution Liability	Limits:	Coverage - $1,000,000	
☐	Errors and Omissions	Limits:	Coverage - $1,000,000	
☐	Umbrella Policy	Limits:	Coverage – $ To be determined.	
☒	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: Lynn Stevens, Public Works and Utilities Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5575

Contractor:
Danus Utilities, Inc.
Attention: Dan J. Pardus, President
2320 Beardall Avenue
Sanford, Florida 32771
(386) 882-6200 – Telephone
Raymond@danusutilities.com

P.O. Box 291671
Port Orange, Florida 32129

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]

Witnesses:

Printed Name: Raymond E. Blyer

Printed Name: Andrew Darling

DANUS UTILITIES, INC.

By: _____

Dan J. Pardus, President

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

Date: 8/3/2020

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of X physical presence or ___ online notarization, this 3 day of August, 2020, by Dan J. Pardus, as President of Danus Utilities, Inc., a Florida corporation. He X personally known or ___ produced _____ as identification.

ROBERT H. BROWN
MY COMMISSION # GG 140847
EXPIRES: October 23, 2021
Bonded Thru Notary Public Underwriters

_____

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: Heather Carrizales

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

Printed Name: RUTH E THAYNE

Date: 9/11/20

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of X physical presence or ___ online notarization, this 11 day of September 2020, by M.H. Johansson, as City Manager of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He is X personally known or ___ produced _____as identification.

Notary Public State of Florida
Ruth E. Thayne
My Commission GG 913343
Expires 10/05/2023

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:
RUTH E. THAYNE

Witnesses:

ATTEST:

Printed Name: Heather Carrizales

By: Shelly Field for
Robin L. Fenwick, MMC, City Clerk

Printed Name: RUTH E. THAYNE

Date: 9/11/20

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of X physical presence or ___ online notarization, this 11th day of September 2020, by ~~Robin L. Fenwick~~ Shelly Field, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. She is X personally known or ___ produced _____as identification.

Notary Public State of Florida
Ruth E. Thayne
My Commission GG 913343
Expires 10/05/2023

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:
RUTH E. THAYNE

EXHIBIT "1"

Contractor's Quote

Consisting of 1 Page

DANUS UTILITIES INC.
"WE DO IT RIGHT"

Proposal #: 022820-4R

Date: 7/14/2020
Submitted to: Brent
Company: City of Port Orange

Email: brreed@port-orange.org

2320 Beardall Ave, Sanford, FL 32771 P.O. BOX 291671-32129 (386) 882-6200
State License #CUC 1224744

Job Description: 30" Emergency Pump Out & Valve (City of Port Orange)

We are pleased to quote labor for labor and materials to include:

- **Install dewatering pipes, header & pump to remove ground water.**
- **Remove approximately 10ft x 10ft of asphalt roadway**
- **Excavate to expose pipe for fitting installation.**
- **Provide vactor to remove water & debris from force main pipe.**
- **Cut section out of force main for new fitting & valve installation.**
- **Furnish & Install (1) 30" MJ gate valve with MJ Restraints.**
- **Furnish & Install (1) 30" MJ Tee with MJ Restraints.**
- **Furnish & Install (1) 30" Flange adapter on pipe 2ft above grade with blind flange and 2" tap for future by-pass connection.**
- **Backfill & compact excavated area.**
- **Install asphalt patch for area that was remove and/or damaged during installation.**
- **Restoration of grass area with bahia sod.**
- **Re-installation of existing pipe supports and hangers.**
- **Furnish the city a Bond for this contracted work.**

TOTAL: $104,975.00

NOTE: The city to provide the 30" Ductile Iron pipe on this project.

Terms Net 45 Days
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.

Authorized Signature:
Raymond Rogers

Raymond@danusutilities.com

386-882-6200

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. 2295720, Executed in 2 Counterparts

PRINCIPAL:	
Developer or Contractor:	Danus Utilities, Inc.
Principal Business Address:	2320 Beardall Avenue Sanford, Florida 32771
Contact Person:	Dan J. Pardus, President
Phone Number:	(386) 882-6200

SURETY:	North American Specialty Insurance Company
Address:	1200 Main Street, Suite 800 Kansas City, MO 64105-2478
Contact Person:	Sean Friend
Phone Number:	(816) 235-3700

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: $104,975.00 **City Project Number: Water Reclamation Facility East Inhouse Liftstation Repairs**

Description of Work: Water Reclamation Facility East Inhouse Liftstation Repairs

Project Location: 817 Oak Street, Port Orange, Volusia County, Florida

Legal Description: 817 Oak Street, Port Orange, Volusia County, Florida
See Exhibit "A," attached

Front Page

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

[CA7250]
[MTR/sal 2015-02-10]

City of Port Orange Water Reclamation Facility
817 Oak Street, Port Orange, FL 32127

Full Parcel ID:
41-16-33-04-01-0341

Short Parcel ID:
6341-04-01-0341

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

EXHIBIT "A"

Danus Utilities, Inc.

Water Reclamation Facility East Inhouse Liftstation Repairs

Bond No. 2295720, Executed in 2 Counterparts

COMBINATION PAYMENT AND PERFORMANCE BOND FOR PUBLIC CONSTRUCTION

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

BY THIS BOND, We, **Danus Utilities, Inc.**, as Principal, and North American Specialty Insurance Company, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of **ONE HUNDRED FOUR THOUSAND NINE HUNDRED SEVENTY-FIVE AND 00/100 DOLLARS ($104,975.00)**, 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 September 11, 2020, entered into by and between the Principal and the City, for Water Reclamation Facility East Inhouse Liftstation Repairs, 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 11th day of September, 2020.

Attest:

Alice R Pardus
(As to Corporate Principal) Secretary

(Witness to Principal)

DANUS UTILITIES, INC.
(Principal)

By: Dan J. Pardus, President

(Corporate Seal)

North American Specialty Insurance Company
(Surety)

C. Medal
Coralise Medal (Witness to Surety)

By: Lisa Roseland
Name: Lisa Roseland, Attorney-In-Fact & FL Licensed Resident Agent
(Attorney-in-Fact)
Inquiries: (407) 786-7770

(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.

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Overland Park, Kansas each does hereby make, constitute and appoint:

JEFFREY W. REICH, SUSAN L. REICH, KIM E. NIV, TERESA L. DURHAM, GLORIA A. RICHARDS, CHERYL FOLEY, LISA ROSELAND, SONJA AMANDA FLOREE HARRIS, ROBERT P. O'LINN and SARAH K. O'LINN JOINTLY OR SEVERALLY

its true and lawful Attorney(s)-In-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY FIVE MILLION ($125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

By _____
Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation

By _____
Michael A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation

IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 22nd day of February, 20 18.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook ss:

On this 22nd day of February, 20 18, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

OFFICIAL SEAL
M. KENNY
Notary Public - State of Illinois
My Commission Expires
12/04/2021

M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 11th day of September 2020.

Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation

CHANGE ORDER NO. 1
To the Standard Contract for Services dated September 11, 2020
DANUS UTILITIES, INC., Contractor

Project: Water Reclamation Facility East House Lift Station Repairs

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	**CHANGE IN CONTRACT TIMES:**
Original Contract Price: $104,975.00	Original Contract Times: From issuance of Notice to Proceed (NTP) and continuing until December 30, 2020
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: $104,975.00	Contract Completion Date prior to this Change Order: No. : N/A days
Net Increase (decrease) of this Change Order: No. 1: $67,990	Changes in contract time requested this Change Order: No. 1 : Substantial Completion: May 6, 2021 Final Completion: June 5, 2021 Total days to add: 180 days
Contract Price with all approved Change Orders: $172,965.00	Contract Times with all approved Change Orders: Final Completion: June 5, 2021

CHANGES ORDERED:

I. GENERAL: This Change Order is necessary to cover changes in the work to be performed under the Standard Contract for Services entered into by and between the parties on September 11, 2020.

II. REQUIRED CHANGES: Required to add an additional scope of service to provide for install a line-stop for the EMLS Valve and Tee installation project. No goods shall be delivered, nor services commenced hereunder until this Change Order has been fully executed by all parties.

III. JUSTIFICATION: This Emergency Change Order is at the request of the City. The change order is necessary to provide an additional scope of service to install a line-stop for the EMLS Valve and Tee Installation project in the amount of $67,990. The Change Order will also correct the original contract substantial and final completion dates. The original expiration date was set as December 30, 2020. This only allowed a total of 23 days from the Notice to Proceed Date of December 7, 2020. An additional 127 days will be needed to provide a substantial completion date of May 6, 2021 and another 53 days to move the final completion date to June 5, 2021. A total of 180 days will need to be added.

IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of the Standard Contract for Services subject to a limit of $67,990.00 for a revised contract amount of not to exceed $172,965.00. 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:
STEVE PARNELL, DEPUTY DIR OF PUBLIC UTILITIES
Department Project Manager

By:_____
Steve Parnell, Deputy Director of Public Utilities

Date Signed: 12/17/20

ACCEPTED BY:
DANUS UTILITIES INC.
Contractor

By:_____
Dan J Pardus, President

Date Signed: 12-17-2020

RECOMMENDED BY:
N/A
City's Representative

By:_____
Printed Name:_____
Title:_____

Date Signed:_____

RECOMMENDED BY:
N/A
Engineer of Record

By:_____
Printed Name:_____
Title:_____

Date Signed:_____

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By: _____
Lynn Stevens, Public Works & Utilities Director

Date Signed: 12-17-2020

City Manager

By: _____
Alan Rosen, Interim City Manager

Date Signed: 1-13-2021

if Council approval is required:

By: N/A
Donald O. Burnette, Mayor

Date Signed: _____

Affirmed:

_____
Robin L. Fenwick, MMC, City Clerk

Date Signed: 1/13/2021

DANUS UTILITIES INC.
"WE DO IT RIGHT"
2320 Beardall Ave, Sanford, FL 32771 P.O. BOX 291671-32129 (386) 882-6200
State License #CUC 1224744

Proposal #: 121420-1R

Date: 12/14/2020
Submitted to: Brent
Company: City of Port Orange

Email: brreed@port-orange.org

Job Description: 30" Emergency Pump Out & Valve (City of Port Orange)

We are pleased to quote labor for labor and materials to include:

- Install dewatering pipe, header & pump to remove ground water.
- Excavate to expose pipe for Line Stop installation.
- Furnish & Install 30" Epoxy coated line stop with SS hardware.
- Furnish & Install concrete footer under line stop saddle as required.
- Plug line to stop sewer flow for new valve installation.
- Backfill & compact excavated area.
- Restoration of grass area with bahia sod.

TOTAL: $67,990.00

NOTE: After approval it will take 10-14 days to get materials and schedule the work.

~~Terms Net 45 Days---~~
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.

Authorized Signature:
Raymond Rogers

Raymond@danusutilities.com

386-882-6200

CITY OF PORT ORANGE
NOTICE TO PROCEED

Issued By: Lynn Stevens, Director
Public Works & Utilities Department
1395 Dunlawton Avenue
Port Orange, FL 32129
Ph:(386) 506-5575
lstevens@port-orange.org

Issued To: Dan Pardus
Danus Utilities, Inc.
P.O. Box 291671
Port Orange
Ph: (386) 233-5588
dan@danusutilities.com

PROJECT TITLE: Emergency Pump Out and Valve Project

BID NO. N/A

This **Notice to Proceed** issued to your company is for the above referenced project and in accordance with the Scope of Work and all terms and conditions of the agreement between the City of Port Orange and Danus Utilities, Inc., dated July 27, 2020. The **effective date** of this **Notice to Proceed** is December 7, 2020 with **substantial completion** being no later than May 6, 2021 and for **final acceptance** no later than June 5, 2021.

Please sign below acknowledging and agreeing to the contents of this Notice to Proceed and return a copy of this form to Project Manager, Christopher Wall, Water Reclamation Facilities Manager; at the address below:

Project Manager: City of Port Orange, Public Works & Utilities Department
817 Oak Street, Port Orange, Florida 32127

All future correspondence or requests for changes to the contract must be addressed to the Project Manager.

ISSUED BY:

Owner: City of Port Orange

This 7th day of Dec 2020.

By: Lynn Stevens

Title: Director of Public Works & Utilities

ACCEPTANCE NOTICE:

Receipt of the foregoing Notice to Proceed is hereby acknowledged and agreed by:

Company: Danus Utilities, Inc.

This 8 day of December 2020.

By: Dan Pardus

Title: President

COPY – JULIA WIGGINS. BUSINESS MANAGER

CITY OF PORT ORANGE
PURCHASE ORDER

PLEASE SEND INVOICE TO:
ACCOUNTS PAYABLE
P.O. BOX 291759
PORT ORANGE, FL 32129-1759
TELEPHONE 386-506-5700
apbilling@port-orange.org

P.O. NUMBER
PO-000999

THIS NUMBER MUST APPEAR ON ALL PACKING LISTS, LABELS, BILL OF LADING CORRESPONDENCE.

DATE: 12/23/2020
STATE TAX EXEMPT #85-8012621673C-3
FED. EXCISE TAX #59-80-0185K
REQUISITION # REQ-001186

VENDOR:

Danus Utilities Inc.
P.o. Box 291671
Port Orange, FL 32129
United States of America

SHIP TO:

Public Works
City of Port Orange
817 Oak St
Port Orange, FL 32127
United States of America

Buyer:

Joseph Castro
(386) 506-5717
purchdiv@port-orange.org

Contract Number

DATE REQUIRED BY:
06/05/2021

FOB:
Destination

Service Lines

Line Number	Item Name	Description	Start Date	End Date	Amount
1		Professional Services relating to repairs to the discharge line and emergency pump out for the valve project for the digester at the Water Reclamation Facility (WRF). Refer to the Standard Contract for Services CA7260 dated September 11, 2020. This request will replace PO#000608	07/22/2020	12/30/2020	104,975.00
2		Change Order No 1 to the Standard Contract for Services CA7260 dated September 11, 2020 in the amount of $67,990 for a revised contract amount of $172,965. Change Order No 1 is necessary for the emergency installation of a line-stop for isolation so that all work can be performed under the Standard Contract for Services. Change order will also allow for additional time for the final completion.	07/22/2020	06/05/2021	67,990.00
				TOTAL	172,965.00

12/23/2020
Sent to Chris

Total: $172,965.00

Memo: This is a replacement purchase order for PO-000608 issued on 7/24/2020. This purchase order also includes Change Order No 1. New Purchase Order PO-000999.

Alan Rosen

City Manager

IMPORTANT - TO RECEIVE PAYMENT ALL INVOICES AND SHIPPING LABELS MUST SHOW PURCHASE ORDER NUMBER & DATE

RCp- 003907

KK

RECEIVED

JAN 27 2021

City of Port Orange
Public Works & Utilities

RECEIVING REPORT
PURCHASE ORDER
CITY OF PORT ORANGE
PUBLIC UTILITIES DEPARTMENT

Can P.O. be closed out yet?

Yes [X] No [ ]

Received from:

Danus Utilities, Inc.

4133 Saddle Club Dr.

New Smyrna Beach, FL 32168

Date Report Prepared: January 25, 2021
Date Delivery Received: January 25, 2021
Division: 0400 Wastewater
Purchase Order: **000999**
Unpacked/
Written by: Chris Wall
Reclaimed Water Production Manager: Chris Wall
Public Utilities Director:

Items Purchased:

TICKET #	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL COST
6114	1	Ea	**Professional Services relating to repairs to the discharge line and emergency pump out for the valve project for the EMLS.**	**$104,975.00**	**$104,975.00**
	1	Ea	**Change Order No. 1 to contract for line stop installation.**	**$67,990.00**	**$67,990.00**
			Please close this purchase order		

TOTAL: **$172,965.00**

Remaining Balance of P.O. after receipt of this order : $0.00

tl/purchasing/reqblank

DANUS UTILITIES

INVOICE

Remit To:
Danus Utilities, Inc.
P.O. Box 291671
Port Orange, FL 32129

Phone: 386-804-0068
danusutilities.com
robert@danusutilities.com
407-878-1254

INVOICE NO: 6114
INVOICE DATE: January 25, 2021
CUSTOMER PO#: 000999
BILL TO: City of Port Orange
ADDRESS: Accounts Payable
PO Box 291759
Port Ornge, FL 32129
PHONE: 386-506-5700
CONTACT: Brent Reed
EMAIL: breed@port-orange.org

DANUS UTILITIES JOB NAME AND NUMBER: 30" Emergency Pump Out Valve - 6114

	Description	Units	Cost Per Unit	Amount
1	Professional Services relating to repairs to the discharge line and emergency pump out for the valve project for the digester at the Water Reclamation Facility (WRF). Refer to the Standard Contract for Services CA7260 dated September 11, 2020.	1	$104,975.00	$104,975.00
2	Change Order No 1 to the Standard Contract for Services CA7260 dated September 11, 2020 in the amount of $67,990 for a revised contract amount of $172,965. - This request will replace PO#000608	1	$67,990.00	$67,990.00
	Change Order No 1 is necessary for the emergency installation of a line-stop for isolation so that all work can be performed under the Standard Contract for Services. Change order will also allow for additional time for the final completion.			

Invoice Sub total	$172,965.00
Invoice Total	**$172,965.00**

Thank you for your business!

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 2/16/2021

Consent item: Yes

SUBJECT: (B7g) Ratification of emergency contract for repairs from Stewart & Stevenson (FDDA)

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve the ratification of the emergency Standard Contract for Services with Stewart & Stevenson / Florida Detroit Diesel – Allison (FDDA) for the emergency repair of the generator located at the Water Reclamation Facility in the amount of $49,581.26.

SUMMARY: On July 22, 2020, the emergency standby generator which operates half of the wastewater treatment plant failed. It is the only generator which operates certain critical treatment processes.

The generator is manufactured by Florida Detroit Diesel and they were contacted for repairs. A temporary generator was rented and connected to maintain operations and compliance of the facility while repairs were completed.

The City entered into a Standard Contract for Services with Stewart & Stevenson FDDA, LLC d/b/a Florida Detroit Diesel – Allison in the amount of $49,581.26 for the repair of the generator. As of February 2, 2021, all repairs have been completed and the Water Reclamation Facility (WRF) auxiliary generator is back in service.

Project No.: Funding Account No.:

Presenter: Lynn Stevens

ATTACHMENTS:

1.	Department Justification Memo - Emergency Generator Repair Ratification	Department Justification Memo - Emergency Generator Repair Ratification.docx
2.	FDDA Standard Contract for Services CA7283	FDDA Standard Contract for Services CA7283.pdf
3.	Purchase Order and Invoices	Purchase Order and Invoices.pdf

Julia Wiggins Created/Initiated - 1/19/2021

Julia Wiggins	Approved - 2/3/2021
Kynah Cockcroft	Approved - 2/3/2021
Lynn Stevens	Approved - 2/3/2021
Matthew Jones	Approved - 2/3/2021
Jamie Miller	Approved - 2/3/2021
Robin Fenwick	Final Approval - 2/3/2021

City of Port Orange
Public Works & Utilities Department

TO: Jamie Miller, Interim City Manager

THRU: Lynn Stevens, Public Works & Utilities Director
Steve Parnell, Deputy Director of Public Utilities

FROM: Julia Wiggins, Public Works & Utilities, Business Manager

DATE: February 2, 2021

SUBJECT: Ratification of Florida Detroit Diesel – Allison c/o Stewart & Stevenson, LLC – WRF Generator Repairs

REQUEST:
The Public Works and Utilities Department is requesting City Council to ratify the emergency Standard Contract for Services with Stewart & Stevenson / Florida Detroit Diesel – Allison (FDDA) for the emergency repair of the generator located at the Water Reclamation Facility in the amount of $49,581.26

PURPOSE:
The purpose of this request is to ratify expenditures relating to the emergency repair of the generator at the Water Reclamation Facility (WRF) in order to maintain compliance with state and federal regulations.

CONSIDERATION:
On July 22, 2020, the emergency standby generator which operates half of the wastewater treatment plant failed. It is the only generator which operates certain critical operating processes in the wastewater treatment plant. Florida Detroit Diesel-Allison c/o Stewart & Stevenson LLC was contacted to diagnose and repair the unit. The generator is manufactured by Florida Detroit Diesel. Repairs were determined to be extensive and long lead time due to parts availability. The system is designed to accommodate a temporary unit to be installed to operate the plant in compliance with state and federal regulations. A temporary generator was rented and connected to maintain operations and compliance of the facility while repairs were completed.

On September 21, 2020, the City entered into a Standard Contract for Services with Stewart & Stevenson FDDA, LLC d/b/a Florida Detroit Diesel – Allison in the amount of $49,581.26 for the repair of the generator. As of February 2, 2021, all repairs have

been completed and the Water Reclamation Facility (WRF) auxiliary generator is back in service.

Due to its age, critical nature of required use, and ability to secure repair parts, staff is contracting a design engineer to replace the unit in FY22.

FUNDING:
No additional funding is required since the purchase order has already been issued.

RECOMMENDATION
The Public Works and Utilities Department recommends City Council to ratify the emergency Standard Contract for Services with Stewart & Stevenson / Florida Detroit Diesel – Allison (FDDA) for the emergency repair of the generator located at the Water Reclamation Facility in the amount of $49,581.26

ANTICIPATED SCHEDULE:
a.) Council ratification – February 16, 2021

ATTACHMENTS:
a.) Copy of the Standard Contract for Services, dated 9/21/2020 CA7283
b.) Copy of Purchase order and Repair invoices

CC: Chris Wall, Water Reclamation Facility Manager

CITY OF PORT ORANGE
STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this 21 day of September, **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 **STEWART & STEVENSON FDDA, LLC d/b/a FLORIDA DETROIT DIESEL - ALLISON**, a Delaware limited liability corporation whose principal address is 55 Waugh Drive, Suite 1000, Houston, Texas 77007 ("Contractor"). The City and Contractor are collectively referred to herein as the "Parties."

1. *Provision of Services*

(a) The Contractor hereby agrees to provide radiator and exhaust leak repairs to a generator at the water reclamation facility east inhouse lift station, and as more specifically described in Contractor's quotes dated August 4, 2020 and August 11, 2020, attached hereto as Exhibit "1" and made a part hereof by reference shall constitute the formal written contract between the City and Contractor.

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

Term: This Contract shall become effective on the last date the Contract is signed by the Parties ("Effective Date"). Work shall be commence upon issuance of a written Notice to Proceed executed by the City and continue until October 31, 2020 ("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 Forty-Nine Thousand Five Hundred Eighty-One and 26/100 Dollars ($49,581.26). All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. *Contract Administration*. The Public Works and Utilities Director, Lynn Stevens, 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 Manager of Port Orange shall determine that such termination is in the best interest of the City.

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

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

(i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;

(ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;

(iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;

(iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and

(v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

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

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

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

(i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

(1) the cost of work performed or supplies delivered;

(2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;

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

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

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

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

7. *Termination for Default*. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein. 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 Contractor responsible for costs incurred as a result, provided, however, that the Contractor's liability under this Paragraph shall not exceed one hundred percent (100%) of the pricing set forth in Exhibit "1," attached hereto. 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**
☒	Workers' Compensation 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.	Contract Amount — Limits 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.
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability	Limits: 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. Additional Coverage:	Limits:	Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If 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 - $ To be determined.	
☐	Contractor Pollution Liability	Limits:	Coverage - $1,000,000	
☐	Errors and Omissions	Limits:	Coverage - $1,000,000	
☐	Umbrella Policy	Limits:	Coverage – $ To be determined.	
☐	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*. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

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

17. *Additional Warranties*. Contractor further expressly warrants that materials and workmanship are warranted from defect for a ninety (90) day period. This is a minimum acceptable warranty.

18. 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.

19. *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, to the extent 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.

(c) Notwithstanding any other provision hereof to the contrary, Contractor shall not be liable for indirect, special, consequential, incidental, multiple or punitive damages, or any damage deemed to be of an indirect or consequential nature, arising out of or related to its performance under this Contract, whether based upon breach of contract, warranty, negligence and whether grounded in tort, contract, civil law or other theories of liability, including strict liability. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, loss of use, loss of revenue and cost of capital.

(d) Notwithstanding any other provision hereof to the contrary, Contractor's total, cumulative liability arising out of or related to the performance or non-performance of this Contract shall be limited to one hundred percent (100%) of the pricing set forth in Exhibit "1," attached hereto.

20. *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.

21. *Disputes*. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this 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.

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

23. *Controlling Law*. THIS 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.

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

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

26. *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: Lynn Stevens, Public Works and Utilities Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5575

Contractor:
Stewart & Stevenson FDDA, LLC d/b/a Florida Detroit Diesel - Allison
Attention: Donald Mann, President
55 Waugh Drive
Suite 1000
Houston, Texas 77007
(407) 888-1121 – Telephone
s.morris@ssss.com

P.O. Box 1745
Houston, Texas 77251

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

27. *Contract Construction*

This 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.

28. *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:

STEWART & STEVENSON FDDA, LLC
d/b/a FLORIDA DETROIT DIESEL - ALLISON

Printed Name: KENNETH GURIAN

By: Donald Mann
Donald Mann, 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: Meredith Stonehouse

Date: 9/17/2020

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ✓ physical presence or ___ online notarization, this 17 day of September, 2020, by Donald Mann, as President of Stewart & Stevenson FDDA, LLC d/b/a Florida Detroit Diesel - Allison, a Delaware limited liability corporation. He ✓ personally known or ___ produced _____ as identification.

Alice C. Sabin
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

ALICE C. SABIN
Notary Public - State of Florida
Commission # GG 095026
My Comm. Expires Jul 1, 2021
Bonded through National Notary Assn.

Witnesses:

CITY OF PORT ORANGE

Printed Name: Jenna Misurale

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

Printed Name: Odetta Canady

Date: 9/21/2020

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of X physical presence or __ online notarization, this 21 day of September, 2020, by M.H. Johansson, as City Manager of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He is personally known or produced _____ as identification.

JENNA MISURALE
Commission # HH 003637
Expires May 26, 2024
Bonded Thru Budget Notary Services

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

Witnesses:

ATTEST:

Printed Name: Jenna Misurale

By: Shelly Fifield for
Robin L. Fenwick, MMC, City Clerk

Printed Name: Odetta Canady

Date: 9/21/2020

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of X physical presence or __ online notarization, this 21 day of September, 2020, by ~~Robin L. Fenwick~~ Shelly Fifield, 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.

JENNA MISURALE
Commission # HH 003637
Expires May 26, 2024
Bonded Thru Budget Notary Services

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

EXHIBIT "1"

Contractor's Schedule to Unit Prices and Scope of Work

Consisting of 2 Pages

FLORIDA
DETROIT DIESEL-ALLISON
Your Total Power Solution™

SERVICE REPAIR ESTIMATE PROPOSAL

Account#:				Proposal Date:	08/04/20
Site Name:	City of Port Orange - South Unit			Company:	
Address:	817 Oak Street			Address:	
City:	Port Orange			City:	
State:	FL	Zip	32127	State:	Zip:
Contact:	Brent Reed	Cell#:	386-233-5130	Manufacturer:	KOHLER
Phone#:		Fax#:		Model#:	900DS4
Email:	brreed@port-orange.org			Serial#:	701699
				Ref. Work Order#:	ORL153341

Stewart & Stevenson FDDA LLC d/b/a Florida Detroit Diesel Allison is pleased to present this service repair estimate proposal for the work described below:

DESCRIPTION OF SERVICE WORK	Parts	Labor
This is a revised estimate to repair the radiator on the above listed generator. A leak was discovered and the radiator will need to be removed and repaired at a radiator shop and then reinstalled. Once the radiator shop started their teardown it was discovered there was corrosive damage to the cores and solder connections. The repair from the radiator shop will include all 8 new cores with anti-corrosive coatings, gaskets and hardware. Because of the additional repairs needed the amount for the radiator repair is revised from the original estimate. If labor goes beyond this estimate for unknown or unseen issues there will be an additional charge and or estimate. The customer is supplying the crane for this work to lift off the enclosure and radiator one day and repeat the process to install the radiator once it is repaired. This work will take an estimated 5 business days to complete		
FDDA Labor		$6,600.00
Radiator Repair		$26,850.00
New coolant and other parts	$1,200.00	
In order to ensure compliance with the requirements of EPA Regulations, 40 CFR 1068.240, Buyer agrees to return possession of and title to a suitable core to Florida Detroit Diesel-Allison.		

This estimate is made subject to buyers' acceptance within (10) business days from this date. All prices are subject to change without notice, and those in effect on the date of shipment shall prevail. Customer will be contacted should the estimate exceed 15%. All quotes are based on work being performed on the ground level or within accessible distance from the service vehicle, and during normal weekday business hours unless stated otherwise in quote. Estimate does not include non-reusable castings or unacceptable cores. Notification will be given of any additional repairs needed and will only be performed upon approval by customer.

☐ Deposit Required

		Labor	$33,450.00
		Parts	$1,200.00
		Misc. 9.5%	$600.00
		Mileage	$500.00
		Freight	Included
Tax Exempt:	YES	Subtotal	$35,750.00
FL State Sales Tax:	6%	Sales Tax	
County Delivered:		Volusia	
Surtax:	0.50%	County Tax	
Expires:	September 4, 2020		
		GRAND TOTAL	$35,750.00

I hereby authorize the above repair work to be done along with necessary materials. Stewart & Stevenson FDDA LLC d/b/a Florida Detroit Diesel Allison and it's employee may operate the above equipment for the purpose of testing, inspection or delivery at my risk. An expressed mechanics lien is acknowledged on equipment to secure the cost of all repairs thereto. Stewart & Stevenson FDDA LLC d/b/a Florida Detroit Diesel Allison is not responsible for loss or damage to equipment in case of fire, theft, accident, or any other cause beyond our control. Replaced parts will be held for a period of ten (10) business days after completion of services. The cost of labor and parts in determining any estimate shall be borne by the customer.

Accepted by:

Customer Signature: _____
Print Customer Name: _____
Title: _____
Date: _____
P.O. No.: _____

FLORIDA DETROIT DIESEL-ALLISON, INC.

Proposed By: _____
Email: s.morris@ssss.com
Phone#: 407-888-1121
Fax#: _____

PLEASE FAX OR EMAIL SIGNED PROPOSAL TO COMMENCE WORK

FLORIDA
DETROIT DIESEL-ALLISON
Your Total Power Solution™

SERVICE REPAIR ESTIMATE PROPOSAL

Account#:	61983			Proposal Date:	08/11/20
Site Name:	City of Port Orange - South Unit			Company:	
Address:	817 Oak Street			Address:	
City:	Port Orange			City:	
State:	FL	Zip	32127	State:	Zip:
Contact:	Brent Reed	Cell#:	386-233-5130	Manufacturer:	KOHLER
Phone#:		Fax#:		Model#:	900DS4
Email:	brreed@port-orange.org			Serial#:	701699
				Ref. Work Order#:	ORL155519

Stewart & Stevenson FDDA LLC d/b/a Florida Detroit Diesel Allison is pleased to present this service repair estimate proposal for the work described below:

DESCRIPTION OF SERVICE WORK	Parts	Labor
This is a revised estimate to repair the exhaust leaks on the above listed generator. When the exhaust manifolds were disassembled to be resealed there were several studs and bolts that broke off because of age and corrosion. This estimate includes the original amount and adds parts and labor to replace 1 cylinder head and the exhaust manifolds completely. It also include a 90* elbow and rain flap for the silencer as requested to turn the exhaust stack up vertically. If labor goes beyond this estimate for unknown or unseen issues there will be an additional charge and/or estimate.		
Original estimate amount	$250.00	$1,650.00
additional repairs	$4,100.00	$3,300.00
90* elbow and rain cap	$1,776.96	$990.00
In order to ensure compliance with the requirements of EPA Regulations, 40 CFR 1068.240, Buyer agrees to return possession of and title to a suitable core to Florida Detroit Diesel-Allison.		

This estimate is made subject to buyers' acceptance within (10) business days from this date. All prices are subject to change without notice, and those in effect on the date of shipment shall prevail. Customer will be contacted should the estimate exceed 15%. All quotes are based on work being performed on the ground level or within accessible distance from the service vehicle, and during normal weekday business hours unless stated otherwise in quote. Estimate does not include non-reusable castings or unacceptable cores. Notification will be given of any additional repairs needed and will only be performed upon approval by customer.

☐ Deposit Required

		Labor	$5,940.00
		Parts	$6,126.96
		Misc. 9.5%	$564.30
		Mileage	$900.00
		Freight	$300.00
Tax Exempt:	YES	Subtotal	$13,831.26
FL State Sales Tax:	6%	Sales Tax	
County Delivered:	Volusia		
Surtax:	0.50%	County Tax	
Expires:	September 11, 2020		
		GRAND TOTAL	$13,831.26

I hereby authorize the above repair work to be done along with necessary materials. Stewart & Stevenson FDDA LLC d/b/a Florida Detroit Diesel Allison and it's employee may operate the above equipment for the purpose of testing, inspection or delivery at my risk. An expressed mechanics lien is acknowledged on equipment to secure the cost of all repairs thereto. Stewart & Stevenson FDDA LLC d/b/a Florida Detroit Diesel Allison is not responsible for loss or damage to equipment in case of fire, theft, accident, or any other cause beyond our control. Replaced parts will be held for a period of ten (10) business days after completion of services. The cost of labor and parts in determining any estimate shall be borne by the customer.

Accepted by:

Customer Signature: _____

Print Customer Name: _____

Title: _____

Date: _____

P.O. No.: _____

FLORIDA DETROIT DIESEL-ALLISON, INC.

Proposed By: _____

Email: s.morris@ssss.com

Phone#: 407-888-1121

Fax#: _____

PLEASE FAX OR EMAIL SIGNED PROPOSAL TO COMMENCE WORK

CITY OF PORT ORANGE
PURCHASE ORDER CHANGE

PLEASE SEND INVOICE TO:
ACCOUNTS PAYABLE
P.O. BOX 291759
PORT ORANGE, FL 32129-1759
TELEPHONE 386-506-5700
apbilling@port-orange.org

P.O. NUMBER
PO-000598
Change Order Number
1

THIS NUMBER MUST APPEAR ON ALL PACKING LISTS, LABELS, BILL OF LADING CORRESPONDENCE.

DATE: 07/22/2020
STATE TAX EXEMPT #85-8012621673C-3
FED. EXCISE TAX #59-80-0185K
REQUISITION # REQ-000717

VENDOR:

Florida Detroit Diesel-allison
C/o Stewart & Stevenson Fdda Llc
Po 301063
Dallas, TX 75303
United States of America

SHIP TO:

Water and Sewer
City of Port Orange
1395 Dunlawton Ave
Port Orange, FL 32129
United States of America

Buyer:

Joseph Castro
(386) 506-5717
purchdiv@port-orange.org

Contract Number

DATE REQUIRED BY:
12/31/2020

FOB:
Destination

Service Lines

Line Number	Item Name	Description	Start Date	End Date	Amount
1		Professional Services relating to the Emergency repair to the East Master Liftstation Inplant standby generator.	07/21/2020	12/31/2020	12,750.00
2		Change Order No 1 to Po-000598 in the amount of $36,831.26 for a revised purchase order amount of $49,581.26. This change order request is to cover the initial cost of the repair ($35,750) and to pay for the repairs to the exhaust system ($13,831.26).	07/21/2020	12/31/2020	36,831.26
				TOTAL	49,581.26

complete

Total: $49,581.26

Memo: Change Order No.1
Change order No.1 in accordance with CA7283. No work to be done until City has issued Notice to Proceed.

Refer to Service Repair Estimate Proposal dated 7/14/2020

M. H. J

City Manager

IMPORTANT - TO RECEIVE PAYMENT ALL INVOICES AND SHIPPING LABELS MUST SHOW PURCHASE ORDER NUMBER & DATE

RCP - 003966
Keyed 2/3/2021
JW

RECEIVING REPORT
PURCHASE ORDER
CITY OF PORT ORANGE
PUBLIC UTILITIES DEPARTMENT

Date Report Prepared: February 3, 2021
Date Delivery Received: November 23, 2020
Division: 0400 Wastewater
Purchase Order:
Unpacked/
Written by: Chris Wall
Reclaimed Water Production Manager:
Public Utilities Director:

Can P.O. be closed out yet?
Yes [X] No [ ]

Received from:
Stewart & Stevenson FDDA, LLC
PO Box 301063
Dallas, TX 75303

Items Purchased:

TICKET #	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL COST
90009325	**1**	**Ea**	**Parts and Repair - Exhaust System**	**$13,809.26**	**$13,809.26**
			Please close this purchase order!		

TOTAL: $13,809.26

Remaining Balance of P.O. after receipt of this order :

tt purchasing rcpblank

STEWART & STEVENSON
FDDA LLC
6850 Presidents Drive
Orlando, FL 32809
Phone (407) 888-1700

REMIT TO:
Stewart & Stevenson P.O. Box 301063
Dallas TX 75303-1063

Original Invoice

SHIP TO:
CITY OF PORT ORANGE
817 OAK STREET
OAK STREET UNIT
PORT ORANGE FL 32127

EFT Info:
JP Morgan Chase, Houston, TX
FED(Wire) ABA:021000021
ACH ABA: 111000614
Account No 00103413317

BILL TO
Attn: Accounts Payable
CITY OF PORT ORANGE
PO BOX 291759
ACCOUNTS PAYABLE
PORT ORANGE FL 32129-1759

INVOICE NUMBER	90009325
DATE	20-NOV-20
PAGE	1 of 2
PURCHASE ORDER	CONTRACT: SOUTHEAST EMERGENCY GENERATOR REPAIR
SALES ORDER	50006970
SERVICE REQUEST	161851
REPAIR ORDER	159180
CUSTOMER NUMBER	61983
LOCATION NUMBER	CIT-POR

VIN		MAKE / MODEL	SERIAL NUMBER	HOURS / MILEAGE	CUSTOMER UNIT#	SERVICE LOCATION
701699			701699	1623.6	OAK STREET - SOUTH	S&S FDDA - Orlando
TERMS	DUE DATE	LOCATION	CUSTOMER CONTACT	SHIP DATE	SHIP VIA	SHIPPING REFERENCE
Net 30	20-DEC-20		REED, BRENT	20-NOV-20		0

ITEM NUMBER	DESCRIPTION	ORD QTY	SHP QTY	UNIT PRICE	EXT AMOUNT
9060170260	SEALNG RING	1	1	10.69	10.69
5310160021	GASKET	1	1	9.28	9.28
5410160920	GASKET CYLINDER HEAD	1	1	109.81	109.81
5366200010	STUD	10	10	4.58	45.80
5361420280	GSKT EX/MFL	19	19	8.41	159.79
23526387	TUBE ASM	1	1	70.28	70.28
23526493	GASKET	4	4	35.62	142.48
0009903150	NUT	10	10	2.62	26.20
X00042449	MANIFOLD EXHAUST RB RR 16V2000	1	1	1,500.76	1,500.76
5361420104	MANIFOLD EXHAUST LB FRT	1	1	1,461.07	1,461.07
5410550806	BRIDGE VALVE FLOATING	2	2	50.52	101.04
5419970545	O-RING	1	1	3.45	3.45
M-22-1200-HD	RAIN CAP, HEAVY DUTY, 12 ID", CS BLACK PAINT	1	1	266.88	266.88
08929169	WASHER	10	10	0.88	8.80
08929357	BOLT HEX FLG B16	5	5	13.51	67.55
1HUB7	UNIVERSAL HEAVY ABSORBANT PAD, 19 X 15 GRAY	50	50	0.70	35.00
R5360101320	REBUILT CYLINDER HEAD	1	1	832.55	832.55
R5360101320-IC	CYLINDER HEAD *CORE CHARGE*	2	2	0.00	0.00
5361420904	MANIFOLD EXHAUST	1	1	1,049.79	1,049.79
M-56-1200	TUBE ELBOW 12" 90 DEGREE	1	1	1,440.00	1,440.00
M-31-1200	CLAMP FULL CIRCLE 12"	1	1	70.08	70.08
SHOP REG GENSET LABOR	SHOP REG GENSET LABOR				6,339.55

SUBTOTAL	TAX	SHIPPING / HANDLING	TOTAL
13,809.26	0.00	0.00	13,809.26
			Currency: USD

FLORIDA DETROIT DIESEL-ALLISON
A Stewart & Stevenson Company

STEWART & STEVENSON
FDDA LLC
6850 Presidents Drive
Orlando, FL 32809
Phone (407) 888-1700

REMIT TO:
Stewart & Stevenson P.O. Box 301063
Dallas TX 75303-1063

Original Invoice

SHIP TO:
CITY OF PORT ORANGE
817 OAK STREET
OAK STREET UNIT
PORT ORANGE FL 32127

EFT Info:
JP Morgan Chase, Houston, TX
FED(Wire) ABA:021000021
ACH ABA: 111000614
Account No 00103413317

BILL TO
Attn: Accounts Payable
CITY OF PORT ORANGE
PO BOX 291759
ACCOUNTS PAYABLE
PORT ORANGE FL 32129-1759

INVOICE NUMBER	90009325
DATE	20-NOV-20
PAGE	2 of 2
PURCHASE ORDER	CONTRACT: SOUTHEAST EMERGENCY GENERATOR REPAIR
SALES ORDER	50006970
SERVICE REQUEST	161851
REPAIR ORDER	159180
CUSTOMER NUMBER	61983
LOCATION NUMBER	CIT-POR

VIN		MAKE / MODEL	SERIAL NUMBER	HOURS / MILEAGE	CUSTOMER UNIT#	SERVICE LOCATION
701699			701699	1623.6	OAK STREET - SOUTH	S&S FDDA - Orlando
TERMS	DUE DATE	LOCATION	CUSTOMER CONTACT	SHIP DATE	SHIP VIA	SHIPPING REFERENCE
Net 30	20-DEC-20		REED, BRENT	20-NOV-20		0

SS EXP MISC SS EXP MISC 58.41

COMPLAINT: REPLACE EXHAUST GASKETS

7/30/20 - TROY - Drove to site gained access to genset removed exhaust wraps found 1 exhaust bolt on B8 snapped off could not get bolt out of head talked to customer he wanted to get a quoat for a new head and the two rear sections of the exhaust because the studes would not come out even after heating them up with a torchcould not get them out they would move about two threads and snapp off flushpicked up tools filled out paper work left site

9/30/20 - TROY - Drove to site gained access to genset removed valve cover removed rockers and fuel lines took intake bolts out removed head and found out we were missing and had the wrong parts and unit had a lot of rust on top of eng that dropped into head had to clean the bolt holes out retrieved vacume got block cleaned and ready to insall head

9/30/20 - WILLIE -DROVE TO CITY OF PORT ORANGE AND GAIN ACCESS TO THE GENERATOR, I CLEANED THE THE OLD GASKET OFF OF THE LEFT SIDE OF THE ENGINE, CLEANED OUT THE BOLT HOLES,THEN INSTALLED THE FRONT AND REAR EXHAUST MANIFOLD WITH ALL NEW GASKETS, BOLTS AND NUTS, AND TORQUED, THEN I CLEANED OFF THE RIGHT SIDE OF THE ENGINE BUT WE FOUND THAT WE HAD THE WRONG EXHAUST MANIFOLD FOR THE RIGHT SIDE SO WE HAD TO ORDER A NEW ONE, AND WE NEEDED DIFFRENT ROCKERS FOR THE CYLINDER HEAD.

10/1/20 - TROY- Drove to site with new head changed over fuel nozles and injector o-rings cleaned block to install head got head installed found new head takes new valve bridges had to order them and the correct exhaust manifold for the right bank

10/1/20 - WILLIE-ASSISTED TROY WITH ENGINE ASSEMBLY AND DISCOVERED NEW HEADS REQUIRES UPDATED VALVE BRIDGES . PUT TOGETHER WHAT WE COULD AND WILL WAIT UNTIL CORRECT MANIFOLD AND UPDATED BRIDGES ARRIVE.

10/23/20 -TROY- Drove to site gained access to genset installed new valve bridges tuned cyl installed new right rear exahust manifold culod not run had no radiator

We appreciate the opportunity to serve your needs

Standard Terms and Conditions are included herein by reference and are available at
www.stewartandstevenson.com/terms-of-sale

	SUBTOTAL	TAX	SHIPPING / HANDLING	TOTAL
	13,809.26	0.00	0.00	13,809.26 Currency: USD

RCP-003414
Received 11/30/2020
JW

RECEIVING REPORT
PURCHASE ORDER
CITY OF PORT ORANGE
PUBLIC UTILITIES DEPARTMENT

Can P.O. be closed out yet?
Yes [ ] No [X]

Received from:
Stewart & Stevenson FDDA, LLC
PO Box 301063
Dallas, TX 75303

Date Report Prepared: November 24, 2020
Date Delivery Received: November 23, 2020
Division: 0400 Wastewater
Purchase Order:
Unpacked/
Written by: Chris Wall
Reclaimed Water Production Manager:
Public Utilities Director:

Items Purchased:

TICKET #	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL COST
90009342	1	Ea	Parts and Repair of Leak in Middle of Generator where cores bolt together.	$35,750.00	$35,750.00

TOTAL: $35,750.00

Remaining Balance of P.O. after receipt of this order : $13,831.26

t0/purchasing/rcpblank

STEWART & S ENSON
FDDA LLC
6850 Presidents Drive
Orlando, FL 32809
Phone (407) 888-1700

REMIT TO:
Stewart & Stevenson P.O. Box 301063
Dallas TX 75303-1063

Original Invoice

SHIP TO:
CITY OF PORT ORANGE
817 OAK STREET
OAK STREET UNIT
PORT ORANGE FL 32127

EFT Info:
JP Morgan Chase, Houston, TX
FED(Wire) ABA:021000021
ACH ABA: 111000614
Account No 00103413317

BILL TO
Attn: Accounts Payable
CITY OF PORT ORANGE
PO BOX 291759
ACCOUNTS PAYABLE
PORT ORANGE FL 32129-1759

INVOICE NUMBER	90009342
DATE	20-NOV-20
PAGE	1 of 2
PURCHASE ORDER	CONTRACT: SOUTHEAST EMERGENCY GENERATOR REPAIR
SALES ORDER	50006969
SERVICE REQUEST	161051
REPAIR ORDER	158785
CUSTOMER NUMBER	61983
LOCATION NUMBER	CIT-POR

VIN	701699	MAKE / MODEL		SERIAL NUMBER	701699	HOURS / MILEAGE	1623.6
TERMS	Net 30	DUE DATE	20-DEC-20	LOCATION		CUSTOMER CONTACT	N/A
CUSTOMER UNIT#	OAK STREET - SOUTH	SERVICE LOCATION	S&S FDDA - Orlando				
SHIP DATE	20-NOV-20	SHIP VIA		SHIPPING REFERENCE	0		

ITEM NUMBER	DESCRIPTION	ORD QTY	SHP QTY	UNIT PRICE	EXT AMOUNT
365289	KOHLER COOLANT LEVE SENS.	1	1	171.17	171.17
05132650	CLAMP	4	4	54.20	216.80
224365	RAD CAP-15LB	1	1	41.10	41.10
OWI 23518918	CLNT, SCA PRCHRD PRE-MIX 50/50, 55G DRUM	55	55	7.94	436.70
OWI 23528203	COOLANT-GAL	24	24	8.32	199.68
274545	CLAMP, HOSE, 4.31/4.	2	2	8.45	16.90
I72379	HOSE CLAMP CONST TORQUE	1	1	8.55	8.55
361736	HOSE, MOLDED COOLANT	1	1	103.82	103.82
SHOP REG GENSET LABOR	SHOP REG GENSET LABOR				9,279.25
FREIGHT IN - PARTS	FREIGHT IN - PARTS				128.96
OSP-GENERIC ITEM	Outside Generic Work				25,000.00
SS EXP MISC	SS EXP MISC				147.07

COMPLAINT: Leaking in the middle where the cores bolt together.

7/8/20 - TROY – Drove to jobsite and gained access to the generator. Inspect leak on radiator and verify it is coming from the middle. Seems to be a gasket where the cores come together. Radiator will need to be removed and sent to the radiator shop for disassembly and resealing

7/29/20 - TROY-Drove to site gained access drained coolant and disconnected all hoses from radiator also disconnected enclosure turned off A/C power off enclosure removed all wiring and secured it to remove the enclosure removed bolts that mounted the enclosure got enclosure off unbolted radiator and removed it put radiator on trailer and secured for Camel to take to rad shop

7/29/20 - CARNEL-Traveled to site and gained access to genset, setup and drained system coolant, stored coolant into used coolant containers, removed all necessary parts and accessories to gained access to radiator, with crane on site the generator housing was removed and the radiator loaded onto a transport trailer, transported and unloaded radiator at local repair shop.....WIP.....

10/1/20 – CARNEL- DISPOSED OF WASTE FROM JOB AND SET PARTS ASIDE FOR WHEN WE RETURN TO REINSTALL THE RADIATOR

RADITOR SHOP REPORTED THE CORES ARE CORREDED BEYOND REPAIR AND WILL NEED TO BE REPLACED. THEY ALSO RECOMMEND A SPECIAL COATING TO HELP PROTECT THE RADIATOR FROM CORROSION AND PROLONG ITS LIFE.

CITY OF PORT ORANGE CREATES A CONTRACT FOR REPAIRS TO THE RADIATOR (THIS JOB) AND REPAIRS TO THE ENGINE EXHAUST SYSTEM WHICH IS A SEPARATE JOB # ORL155519

SUBTOTAL	TAX	SHIPPING / HANDLING	TOTAL
35,750.00	0.00	0.00	35,750.00

Currency: USD

APPROVED FOR PAYMENT
Date: 12-1-2020

STEWART & S ENSON
FDDA LLC
6850 Presidents Drive
Orlando, FL 32809
Phone (407) 888-1700

REMIT TO:
Stewart & Stevenson P.O. Box 301063
Dallas TX 75303-1063

Original Invoice

SHIP TO:
CITY OF PORT ORANGE
817 OAK STREET
OAK STREET UNIT
PORT ORANGE FL 32127

EFT Info:
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Account No 00103413317

BILL TO
Attn: Accounts Payable
CITY OF PORT ORANGE
PO BOX 291759
ACCOUNTS PAYABLE
PORT ORANGE FL 32129-1759

INVOICE NUMBER	90009342
DATE	20-NOV-20
PAGE	2 of 2
PURCHASE ORDER	CONTRACT: SOUTHEAST EMERGENCY GENERATOR REPAIR
SALES ORDER	50006969
SERVICE REQUEST	161051
REPAIR ORDER	158785
CUSTOMER NUMBER	61983
LOCATION NUMBER	CIT-POR

VIN		MAKE / MODEL	SERIAL NUMBER	HOURS / MILEAGE	CUSTOMER UNIT#	SERVICE LOCATION
701699			701699	1623.6	OAK STREET - SOUTH	S&S FDDA - Orlando
TERMS	DUE DATE	LOCATION	CUSTOMER CONTACT	SHIP DATE	SHIP VIA	SHIPPING REFERENCE
Net 30	20-DEC-20		N/A	20-NOV-20		0

RADIATOR IS DELAYED FROM COVID EFFECTING THE FACILITY THAT APPLIES THE SPECIAL ANTI CORROSIVE COATING

11/2/20-TROY - Drove picked up radiator loaded up trailer to take to port orange and dropped of trailer and picked up pipes and valves to install radiator in the AM

11/2/20 – WILLIE - I loaded the trailer, took it to pick up the new rad, picked it up, took it back to the shop and picked up the rest of the parts, then took the rad up to the work site.

11/3/20 – TROY - Drove to site gained access to genset had to wait for someone to arrive to rig the crane then had to remove enclosure got hooked to radiator installed shroud and cage on radiator and installed and mounted radiator had enclosure reinstalled hooked all hoses and electric back up had to order lower radiator hose

11/3/20 - WILLIE - Drove to city of port orange in Daytona, and waited on the crane company and once they got there it was only one guy, they had no rigger so we had to wait for a rigger, then we had to wait for a tech to come out to work on the crane because the out riggers did not want to telescope out, once they got that fixed, the hooked up to the encloser, and lifted it off and placed it on the ground, we installed the bolts for the fan shroud, they lifted the radiator and we placed the front grill, then lifted the radiator and mounted it up, unhooked it and then hooked back up to the encloser, lifted it and lowered it back over the generator, then the crane guys packed up, then we installed the top coolant piping, the coolant sensor, the coolant drains and the bottom left coolant pipe, the bottom right coolant pipe needs to be replaced because it is missing, Then I had to drive back to the shop to get a new hose clamp.

11/4/20 – TROY – Drove to site gained access finished up securing the enclosure hooked all A/C and remote wiring turned batt charger on to charge batts hooked fuel lines up to tank got unit primed so when we get new lower hose it will be ready to run unhooked injector harness from ECM installed all panels cleaned area and tools

11/4/20 – WILLIE - drove to the work site, installed the new hose clamp, installed the heat wraps on the exhaust manifolds, connected the wiring for the battery charger, and the wires for the generator, connected the wiring to the breaker, removed the melted wire loom under the exhaust manifold, inspected the wiring and no damage to the wire was found, so I re-loomed the wire and zip tied it back up.

11/5/20 – WILLIE - drove to the work site and unloaded the trailer and drove it to the shop and dropped it off

11/9/20 - TROY - Drove to site gained access installed lower radiator hose installed coolant installed new air cleaners had to run to home depot to get clamp for air cleaner after trying to get it locally topped off coolant ran unit now the turbos are squealing hitting housing need to replace and unit is shutting down for high water temp due to wiring at ECM

11/9/20 – WILLIE - Drove to the job site and met up with troy, we installed the turbo exhaust clamp, then pumped the coolant into the rad, and pushed out all the air, connected the batteries, opened the fuel valves, turned on the power to the generator, made sure the batteries were charging, disconnected the injector harness, rolled the engine over to prime the system, then connected the injector harness, primed the fuel system, tried to start the engine and it struggle to start and when it finally ran it shut off due to high engine temp, and when it was running the turbos were scraping really bad, after looking we found a damaged wire going to the ECU that is the signal wire for the high coolant temp, so we cleaned everything up and updated Steve.

We appreciate the opportunity to serve your needs

Standard Terms and Conditions are included herein by reference and are available at
www.stewartandstevenson.com/terms-of-sale

	SUBTOTAL	TAX	SHIPPING / HANDLING	TOTAL
	35,750.00	0.00	0.00	35,750.00 Currency: USD

RCP-003413
Keyed 11/30/2020
JL

RECEIVING REPORT
PURCHASE ORDER
CITY OF PORT ORANGE
PUBLIC UTILITIES DEPARTMENT

Can P.O. be closed out yet?
Yes ☐ No ☒

Received from:
Stewart & Stevenson FDDA, LLC
PO Box 301063
Dallas, TX 75303

Date Report Prepared: November 24, 2020
Date Delivery Received: November 23, 2020
Division: 0400 Wastewater
Purchase Order:
Unpacked/
Written by: Chris Wall
Reclaimed Water Production Manager:
Public Utilities Director:

Items Purchased:

TICKET #	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL COST
90009325	1	Ea	Freight for Parts - Exhaust System	$22.00	$22.00

TOTAL: **$22.00**

Remaining Balance of P.O. after receipt of this order : **$13,809.26**

t/purchasing/rcpblank

STEWART & STE..NSON
FDDA LLC
6850 Presidents Drive
Orlando, FL 32809
Phone (407) 888-1700

REMIT TO:
Stewart & Stevenson P.O. Box 301063
Dallas TX 75303-1063

Original Invoice

SHIP TO:
CITY OF PORT ORANGE
817 OAK STREET
OAK STREET UNIT
PORT ORANGE FL 32127

EFT Info:
JP Morgan Chase, Houston, TX
FED(Wire) ABA:021000021
ACH ABA: 111000614
Account No 00103413317

BILL TO
Attn: Accounts Payable
CITY OF PORT ORANGE
PO BOX 291759
ACCOUNTS PAYABLE
PORT ORANGE FL 32129-1759

INVOICE NUMBER 90009326							
DATE 20-NOV-20						PAGE 1 of 1	
PURCHASE ORDER						SALES ORDER 50006970	
SERVICE REQUEST 161851						REPAIR ORDER 159180	
CUSTOMER NUMBER 61983						LOCATION NUMBER CIT-POR	
VIN 701699		MAKE / MODEL	SERIAL NUMBER 701699	HOURS / MILEAGE 1623.6	CUSTOMER UNIT# OAK STREET - SOUTH	SERVICE LOCATION S&S FDDA - Orlando	
TERMS Net 30	DUE DATE 20-DEC-20	LOCATION	CUSTOMER CONTACT REED, BRENT	SHIP DATE 20-NOV-20	SHIP VIA	SHIPPING REFERENCE 0	

ITEM NUMBER	DESCRIPTION	ORD QTY	SHP QTY	UNIT PRICE	EXT AMOUNT
FREIGHT IN - PARTS	FREIGHT IN - PARTS				
COMPLAINT: REPLACE EXHAUST GASKETS					22.00

7/30/20 - TROY - Drove to site gained access to genset removed exhaust wraps found 1 exhaust bolt on B8 snapped off could not get bolt out of head talked to customer he wanted to get a quoat for a new head and the two rear sections of the exhaust because the studes would not come out even after heating them up with a torchcould not get them out they would move about two threads and snapp off flushpicked up tools filled out paper work left site

9/30/20 - TROY - Drove to site gained access to genset removed valve cover removed rockers and fuel lines took intake bolts out removed head and found out we were missing and had the wrong parts and unit had a lot of rust on top of eng that dropped into head had to clean the bolt holes out retrieved vacume got block cleaned and ready to insall head

9/30/20 - WILLIE -DROVE TO CITY OF PORT ORANGE AND GAIN ACCESS TO THE GENERATOR, I CLEANED THE THE OLD GASKET OFF OF THE LEFT SIDE OF THE ENGINE, CLEANED OUT THE BOLT HOLES,THEN INSTALLED THE FRONT AND REAR EXHAUST MANIFOLD WITH ALL NEW GASKETS, BOLTS AND NUTS, AND TORQUED, THEN I CLEANED OFF THE RIGHT SIDE OF THE ENGINE BUT WE FOUND THAT WE HAD THE WRONG EXHAUST MANIFOLD FOR THE RIGHT SIDE SO WE HAD TO ORDER A NEW ONE, AND WE NEEDED DIFFRENT ROCKERS FOR THE CYLINDER HEAD.

10/1/20 - TROY- Drove to site with new head changed over fuel nozles and injector o-rings cleaned block to install head got head installed found new head takes new valve bridges had to order them and the correct exhaust manifold for the right bank

10/1/20 - WILLIE-ASSISTED TROY WITH ENGINE ASSEMBLY AND DISCOVERED NEW HEADS REQUIRES UPDATED VALVE BRIDGES . PUT TOGETHER WHAT WE COULD AND WILL WAIT UNTIL CORRECT MANIFOLD AND UPDATED BRIDGES ARRIVE.

10/23/20 -TROY- Drove to site gained access to genset installed new valve bridges tuned cyl installed new right rear exahust manifold culod not run had no radiator

We appreciate the opportunity to serve your needs

Standard Terms and Conditions are included herein by reference and are available at
www.stewartandstevenson.com/terms-of-sale

	SUBTOTAL	TAX	SHIPPING / HANDLING	TOTAL
	22.00	0.00	0.00	22.00
				Currency: USD

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 2/16/2021

Consent item: Yes

SUBJECT: (B7h) Ratification of an emergency expenditure to Stewart & Stevenson, Power Rental Division

DEPARTMENT: Public Utilities

GOAL:

RECOMMENDED MOTION: Move to approve the ratification of the emergency purchase order with Stewart & Stevenson / Florida Detroit Diesel – Allison (FDDA) for the rental of a 1000 KW standby generator for the Water Reclamation Facility in the amount of $134,096.80.

SUMMARY: The emergency standby generator which operates half of the wastewater treatment plant failed. It is the only generator which operates certain critical operating processes in the wastewater treatment plant. Repairs were determined to be a long lead due to parts availability.

An emergency purchase order was issued to Florida Detroit Diesel-Allison c/o Stewart & Stevenson FDDA LLC for a rental unit. Upon initiating repairs, it became apparent that additional repairs were needed, and the rental had to remain on site. The total cost of the rental is $134,096.80 for 8 months.

Currently, all repairs have been completed and the Water Reclamation Facility (WRF) auxiliary generator is back in service.

Project No.: Funding Account No.:

Presenter: Lynn Stevens

ATTACHMENTS:

1.	Dept Justification Memo - Ratification for Generator Rental	Dept Justification Memo - Ratification for Generator Rental.docx
2.	Purchase Order, quote, expense tracking	Purchase Order, quote, expense tracking.pdf

Julia Wiggins	Created/Initiated - 1/19/2021
Julia Wiggins	Approved - 2/3/2021
Kynah Cockcroft	Approved - 2/3/2021

Steve Parnell	Approved - 2/3/2021
Lynn Stevens	Approved - 2/3/2021
Matthew Jones	Approved - 2/3/2021
Jamie Miller	Approved - 2/3/2021
Robin Fenwick	Final Approval - 2/3/2021

City of Port Orange
Public Works & Utilities Department

TO: Jamie Miller, Interim City Manager

THRU: Lynn Stevens, Public Works & Utilities Director
Steve Parnell, Deputy Director of Public Utilities

FROM: Julia Wiggins, Public Works & Utilities, Business Manager

DATE: February 2, 2021

SUBJECT: Ratification of Stewart & Stevenson, LLC – WRF Generator Rental

REQUEST:
The Public Works and Utilities Department is requesting City Council to ratify the emergency purchase order with Stewart & Stevenson / Florida Detroit Diesel – Allison (FDDA) for the rental of a 1000 KW standby generator for the Water Reclamation Facility in the amount of $134,096.80.

PURPOSE:
The purpose of this request is to ratify expenditures relating to the rental of a standby generator for the Water Reclamation Facility (WRF) in order to maintain regulatory compliance during emergency repairs to the stationary generator.

CONSIDERATION:
On July 22, 2020, the emergency standby generator which operates half of the wastewater treatment plant failed. It is the only generator which operates critical operating processes in the wastewater treatment plant. A repair contractor was contacted to diagnose and repair the unit. Repairs were determined to be a long lead due to parts availability. The system is designed to accommodate a temporary unit to be installed to operate the plant in compliance with state and federal regulations.

An emergency purchase order was issued to Florida Detroit Diesel-Allison c/o Stewart & Stevenson FDDA LLC for the rental of a 1000 KW temporary standby generator for the Water Reclamation Facility (WRF) for the amount of $18,415. This was to cover one-month rental. Upon initiating repairs, it became apparent that additional repairs were needed and the rental had to remain on site. Change Order No 1 and Change Order No 2 were issued to cover the rental fees for an additional 5 months. This would allow

the temporary standby generator to remain on site through March 30, 2021. The total cost of the renal is $134,096.80.

As of February 2, 2021, all repairs have been completed and the Water Reclamation Facility (WRF) auxiliary generator is back in service. The rental generator will be picked up by the vendor and upon return, the final invoice will be reduced to reflect the actual rental time.

FUNDING:
No additional funding is required since the purchase order has already been issued.

RECOMMENDATION
The Public Works and Utilities Department recommends City Council to ratify the emergency purchase order with Stewart & Stevenson / Florida Detroit Diesel – Allison (FDDA) for the rental of a 1000 KW standby generator for the Water Reclamation Facility in the amount of $134,096.80.

ANTICIPATED SCHEDULE:
a.) Council ratification – February 16, 2021

ATTACHMENTS:
a.) Copies of purchase order and quote

CC: Chris Wall, Water Reclamation Facility Manager

CITY OF PORT ORANGE
PURCHASE ORDER CHANGE

PLEASE SEND INVOICE TO:
ACCOUNTS PAYABLE
P.O. BOX 291759
PORT ORANGE, FL 32129-1759
TELEPHONE 386-506-5700
apbilling@port-orange.org

P.O. NUMBER
PO-000599
Change Order Number
2

THIS NUMBER MUST APPEAR ON ALL PACKING LISTS, LABELS, BILL OF LADING CORRESPONDENCE.

DATE: 07/22/2020
STATE TAX EXEMPT #85-8012621673C-3
FED. EXCISE TAX #59-80-0185K
REQUISITION # REQ-000718

Wastewater

VENDOR:

Florida Detroit Diesel-allison
C/o Stewart & Stevenson Fdda Llc
Po 301063
Dallas, TX 75303
United States of America

SHIP TO:

Public Works
City of Port Orange
817 Oak St
Port Orange, FL 32127
United States of America

Buyer:

Joseph Castro
(386) 506-5717
purchdiv@port-orange.org

Contract Number

DATE REQUIRED BY: 12/31/2020

FOB: Destination

Service Lines

Line Number	Item Name	Description	Start Date	End Date	Amount
1		Professional Services relating to the Emergency rental of a 1000 KW temporary standby generator for the Water Reclamation Facility. Rental is fir one month and includes cables with one tail and freight (deliver & pickup). This will allow our plant to be protected in case electricity is lost while repair is being done to replace the radiator for the East Master Liftsation Inplant generator.	07/21/2020	12/31/2020	18,415.00
2		Change Order No 1 to PO-000599 in the amount of $34,501.00 for a revised purchase order amount of $52,916.00 for generator rental.	07/21/2020	12/31/2020	34,501.00
3		Change Order No 2 to Purchase Order PO-000599 in the amount of $81,180.80 for a revised purchase order amount of $134,096.80. Additional rental is needed due to repairs are taking longer than expected. The rental coverage is being extended through March 2021. CC Ratification has been set for 2/2/2021	07/22/2020	03/30/2021	81,180.80
				TOTAL	134,096.80

Total: $134,096.80

12/20
emailed to
Christ Brent

Memo: Refer to the quotation dated 7/9/2020
Change order No.1 to pay invoices 3004149 and 3006089 for rental services through November 12, 2020 and for future rental.
ADDITIONAL RENTAL COVERAGE THRU MARCH 2021

Alan Rosen

City Manager

IMPORTANT - TO RECEIVE PAYMENT ALL INVOICES AND SHIPPING LABELS MUST SHOW PURCHASE ORDER NUMBER & DATE

Rental Agreement

Rentals are payable in advance of use; Weekly Rental - One week in advance; Daily Rental – Entire amount in advance; Monthly Rental – One month's rent in advance.
No credit given for weather related down time

Day Possession	Hours Allowable Use
Weekly Possession	Hours Allowable Use
Monthly Possession	Hours Allowable Use

OPERATING RESPONSIBILITIES

1. Check engine oil and fluid levels daily.
2. Add make up fluids as necessary.
3. Clean air filters daily.
4. Repair flat or damaged tires.
5. Provide trained operator.
6. Notify lessor to terminate rental.
7. Pay all damage to unit.
8. Periodic maintenance due at 250hr intervals.

* Customer responsibility to contact S&S Rental Dept. for maintenance policies.

LEASE AGREEMENT
Terms and Conditions

1. Condition of Equipment. The receipt and acceptance by Lessee of the items of machinery, equipment and other personal property being leased as further described herein ("Equipment") shall constitute acknowledgement by Lessee that such Equipment has been accepted and found in good, safe and serviceable condition, and fit for use, unless Lessee makes a claim to the contrary to Lessor by certified mail, return receipt requested, addressed to Lessor's office within three (3) days after receipt of such Equipment. The claim shall set forth in detail the complete nature and condition of the Equipment received. In the event of such claim, Lessor shall have the right to put the Equipment in good, safe and serviceable condition and fit for use within a reasonable time, or to cancel this agreement.

2. Maintenance and Repair. Lessor will provide maintenance and repairs as required by normal use of the Equipment except such routine maintenance as is set out under "Operating Responsibilities" below. Repairs or other service made necessary by damage to the Equipment or Lessee's misuse or extraordinary use or inadequate routine maintenance of the Equipment will be performed by Lessor at Lessee's expense. Lessor may perform maintenance and repairs of the Equipment at any time.

THIS RENTAL AGREEMENT IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET OUT ON THE REVERSE SIDE HEREOF WHICH ARE HEREBY MADE A PART HEREOF.

RENTED TO: CITY OF PORT ORANGE
ACCOUNTS PAYABLE PO BOX 291759
PORT ORANGE VOLUSIA
FL 32129-1759

SHIP TO: CITY OF PORT ORANGE
817 OAK ST
PORT ORANGE VOLUSIA
FL 32127-4331

Delivery Instructions: Joseph Castro - 386-506-5717
Brent Reed - 386-506-5784

Date	Time	Contract No.	BR#	Customer PO#	Terms	Rental Frequency	Page 1 of 3
08/13/20	10:18:20	SS1337	392	000599	Net 30	Rental Month	

Line No.	Ship Date	Rental Date	Asset No.	Unit No./Serial No.	Qty	Asset Description	Replacement Value	Daily	Weekly	Monthly	Hour Meter	
1.1	07/24/20	07/24/20	204448	R0074490-WA-555574-1206	1	SS-GENERATOR EGC'1000CBAS; 01000 KW	$385,000.00	$1,619.00	$4,856.00	$14,570.00	1833	$14,570.00
2.1	07/24/20	07/24/20			1	4/0 X 50' Cables		$161.00	$481.00	$1,455.00		$1,455.00
3.1	07/24/20	07/24/20			1	Enviromental Supplies		$48.57	$145.68	$437.10		$437.10
4.1	07/24/20	07/24/20			1	Rental - Freight						$2,400.00

Rental Contract Terms: Price reflects sngl shift rate (up to 8hrs day, 40hrs week, 176hrs month)rate X 1.5 for dbl shift (up to 16hrs day, 80hrs week,

Lessee (Customer) Signature	Date	Printed Name	Title	Lessor (Dealer)	By	
Date Out	Time Out	Hour Meter Out	Date In	Time In	Hour Meter In	$18,862.10
Return Signature Lessee (Customer)		Date	Title	Return Signature (Dealer)	Date	Original

First month fee - $ 18,415
each month after - $ 16,462.10

Terms and Conditions – Continued

3. Fuels, Lubrication, Tires. Lessee will provide for all fuel and make up oil used during the term of this agreement and will MAINTAIN PROPER OIL LEVEL AT ALL TIMES. Tires shall be the sole responsibility of Lessee, and Lessee agrees to return the Equipment with tires equal to those received less normal wear and tear.

4. Damage to Equipment. Lessee shall not remove, alter, disfigure or cover up any numbering, lettering, or insignia displayed upon any Equipment. Lessee shall not allow the Equipment to be subject to any careless, needless, or rough use. All risk of loss or damage to the Equipment shall be borne by Lessee. Notwithstanding damage to any item of Equipment, rental for such Equipment shall continue to be paid by Lessee. Lessee shall have the responsibility for the repair of any damage to the Equipment and Lessee shall repair, or cause to be repaired, each such damaged item of Equipment promptly after damage. In the event any item of Equipment is destroyed, stolen or damaged to such an extent that Lessee finds it impossible to continue its use, Lessee shall immediately pay the remaining unpaid rental payment as to such Equipment and all of Lessee's right, title and interest in such Equipment, together with any and all insurance rights Lessee may have with respect to such Equipment, shall be assigned to the Lessor, and Lessee shall be responsible for, and shall indemnify Lessor against, any and all loss or damage to the Equipment. If at any time Lessor shall feel its rights to the Equipment are endangered or that the Equipment is being used beyond its capacity or in any manner improperly cared for, Lessor may, without notice, remove the Equipment and cancel this agreement.

5. Assignment and Sublease. Neither this agreement nor Lessee's rights hereunder shall be assignable by Lessee without Lessor's prior written consent. Lessor may, without the necessity of prior consent by Lessee, assign its rights and obligations under this agreement, or may assign only its rights to receive lease payments under this agreement, and Lessee, upon the receipt of written notice of any such assignment, shall abide thereby. In the event Lessor assigns only its right to receive lease payments hereunder, Lessee agrees that it will, upon receipt of notice thereof, make all lease payments to Lessor's assignee in accordance with such notice. Lessee will make no attempt to set-off against such payments any claims arising either under this agreement or apart therefrom that Lessee may have against Lessor, and Lessee's obligations to pay lease payments to Lessor's assignee shall exist and continue notwithstanding any total or partial invalidity of this agreement, any right of recision Lessee may have, or any other reason.

6. Liability Insurance. Lessee will furnish, at its own expense, Bodily Injury Liability and Property Damage Liability Insurance coverage to insure both Lessee and Lessor (for the purpose of this agreement Lessor shall include Stewart & Stevenson) including their agents and assigns in the amount of at least $300,000 per person and $500,000 per occurrence for bodily injury or death and $300,000 for property damage (other than leased price of Equipment). Lessee shall provide a Certificate of Insurance to Lessor evidencing said insurance coverage, waiving any right to subrogation against Lessor and naming Lessor as "Additional Insured" to said insurance policy. The Certificate of Insurance shall also provide for a 30 day notice of cancellation to Lessor. Said insurance shall be on a primary and not on an excess basis. LIABILITY COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS WILL NOT BE PROVIDED BY LESSOR UNDER ANY CIRCUMSTANCES.

7. Casualty Insurance. Lessee expressly agrees to isure, at it own expense, the Equipment for the Agreed Value at the time of lease for damage as a result of fire, theft, collision or any other causes and to name Lessor as the Loss Payee under such insurance coverage. Notwithstanding any of the above, Lessee expressly agrees to be responsible for any and all damage to the Equipment for any reason, including, without limitation, any damage as a result of negligence or neglect on its part whether willful or not, and for loss of rental revenue while the Equipment is undergoing repairs for any damage. If the Lessee fails to provide insurance as specified above or provides inadequate insurance, then Lessor may (but shall have no obligation to) provide the appropriate insurance and charge Lessee for said service. Lessee agrees to pay all fees and costs associated with the provision of said insurance as additional lease rental.

Indemnity to Lessor. Lessee shall indemnify, protect, and save and keep harmless Lessor, its agents, servants, successors and assigns, from and against all losses, damages, injuries, claims, demands and expenses, including legal expenses, of whatever nature, arising out of the use, maintenance, condition of operation of any item of Equipment, regardless of where, how and by whom operated, and regardless of whether arising from the joint or concurrent negligence of Lessor. At Lessor's request, Lessee shall assume the settlement and defense of any suit(s) or other legal proceedings brought to enforce all losses, damages, injuries, claims, demands and expenses, and shall pay all judgements entered in any such suit(s) or other legal proceedings. Lessee shall notify Lessor in writing within five (5) days of institution of suit or the occurrence of any event which might be basis of an adverse claim regarding the Equipment. THE INDEMNITIES AND ASSUMPTIONS OF LIABILITIES AND OBLIGATIONS HEREIN PROVIDED SHALL CONTINUE IN FULL FORCE AND EFFECT NOTWITHSTANDING TERMINATION OF THIS AGREEMENT, WHETHER BY EXPIRATION OF TIME, BY OPERATION OF LAW OR OTHERWISE.

8. Operator's Qualifications. The equipment will be operated only by trained, qualified personnel and Lessee will not make any repairs, adjustments or alterations without Lessor's express written consent. Failure to abide by these terms will make Lessee fully responsible for any damage or loss from whatever nature.

9. Authority. It is expressly understood that the parties signing this agreement have done so with full and proper authority for the corporation or entity they purport to represent.

10. Continuation of Rental. Except as otherwise set forth herein, rental of the Equipment shall continue subject to the terms of this agreement until the Equipment is returned to facility of Lessor.

11. Approval. This Agreement shall not be binding upon Lessor until approval of an authorized officer or manager of Lessor, such approval to be evidenced by appropriate execution of this agreement in the space provided therefor.

12. WARRANTY, DISCLAIMER, LIMITATIONS. LESSEE ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY PROVIDED HEREIN, LESSOR HAS MADE NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE EQUIPMENT. LESSOR AGREES, THAT IN THE EVENT OF ANY DEFECT IN MATERIAL OR WORKMANSHIP, LESSOR, UPON BEING NOTIFIED OF SUCH FAILURE AND THE RETURN OF THE EQUIPMENT TO LESSOR?S PLACE OF BUSINESS, WILL PROMPTLY REPAIR THE EQUIPMENT TO THE EXTENT THAT SUCH REPAIRS ARE COVERED BY MANUFACTURER'S WARRANTY SO THAT LESSOR OBTAINS COMPENSATION FOR PERFORMING SUCH REPAIRS FROM THE MANUFACTURER. THE LESSOR MAY, AT ITS OPTION, REPLACE THE UNIT WITH COMPARABLE EQUIPMENT OR CANCEL THIS AGREEMENT IN ITS ENTIRETY. IF LESSOR, IN ACCORDANCE HEREWITH CANCELS THIS AGREEMENT, ANY UNEARNED RENTAL PREVIOUSLY PAID SHALL BE REFUNDED TO LESSEE. LESSEE SHALL BE RESPONSIBLE FOR ANY COST INCURRED IN RETURNING THE EQUIPMENT TO ITS JOB SITE. NEITHER LESSOR, ITS ASSIGNS, THE WHOLESALER, NOR THE MANUFACTURER MAKE ANY OTHER WARRANTY OR REPRESENTATION WITH RESPECT TO THE EQUIPMENT AND EXPRESSLY DISCLAIMS ANY WARRANTY AS TO ITS CONDITION, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR PERFORMANCE. THE FOREGOING SHALL BE LESSEES SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO A DEFECT IN THE EQUIPMENT AND NEITHER LESSOR, THE WHOLESALER NOR THE MANUFACTURER SHALL BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOSS OF PROFITS) WHICH MAY RESULT FROM THE FAILURE OF THE EQUIPMENT. FURTHER, LESSOR SHALL NOT BE LIABLE FOR ANY LOSS, DELAY OR DAMAGE OF ANY KIND OR CHARACTER RESULTING FROM DEFECTS IN OR INEFFICIENCY OF THE EQUIPMENT.

13. Addition of Accessories. Lessee will not, without prior written consent of Lessor, install any accessories or devices on the Equipment if such installation will impair the originally intended function or use of the Equipment. All accessories or devices fixed to the Equipment shall automatically become the property of Lessor unless such part or device can be removed without in any way affecting the originally intended function or use of the Equipment. Any damage to the Equipment caused by the removal of such accessories or devices shall be repaired at Lessee's expense.

14. Compliance with Regulations. Lessee agrees to comply with and conform to all applicable municipal, county, state and federal laws relating to the operation of the Equipment, including, without limitation, all laws relating to hazardous waste and toxic substances.

15. Inspection. Lessor and its representatives may, for the purpose of inspection of the Equipment, at all reasonable times, enter upon any job, building or place where the Equipment is located.

16. Location of Equipment. Lessee shall keep the Equipment located at the point of delivery stated herein unless Lessee receives written permission from Lessor to move the Equipment to another specified location. In no event shall the Equipment be located outside of the State of Texas without prior written permission of Lessor.

17. Rental Period, Late Return, Excess Usage. For purposes of this agreement, calculation of the rental period shall commence on the date the Equipment leaves Lessor's storage yard and shall terminate when such item of Equipment is returned to Lessor's yard, subject to Lessee's obligation to pay the minimum guaranteed rental set forth herein. Equipment returned beyond the rental period or subject to excessive hourly usage will be subject to an additional charge in accordance with Lessor's rental return policy.

18. Prohibited Use of the Equipment. Lessee will not operate the Equipment in connection with any use, storage, handling, shipment, disposal or other use of hazardous or toxic substances, waste or other prohibited or dangerous contaminants, without the prior approval of Lessor, and Lessee will promptly notify Lessor if any such Equipment is or becomes subject to contamination from any hazardous or toxic substances.

19. Default. If Lessee shall fail to make any rental payment when due, shall attempt to sell or encumber the Equipment, shall cease operating, shall institute or have instituted against it proceedings under any bankruptcy or insolvency law, shall make an assignment for the benefit of creditors, or shall fail to comply with any provision of this agreement, or if any attachment, execution, writ or process is levied against the Equipment or any of Lessee's property, or if for any reason Lessor deems itself insecure or the Equipment unsafe, Lessor may, at its option, declare this agreement in default and all of Lessee's rights in the Equipment hereunder shall cease. Upon such default, Lessee agrees to deliver the Equipment to Lessor on demand and Lessor may enter upon any job, building or place where the Equipment is located and take possession thereof without notice to Lessee. In the event of any such action Lessee agrees to pay all minimum guaranteed rentals and all other rentals due, cost of repair for any damages to the Equipment, costs of removal of the Equipment from possession of Lessee, and all freight storage, transportation and other charges incurred in such removal and return to Lessor at its place of business, In the event that legal action is necessary to enforce any of Lessor's rights hereunder, Lessee agrees to be responsible for the costs thereof, including reasonable attorney's fees. Lessor may hold, use, sell, lease or otherwise dispose of the Equipment or keep any item of Equipment idle if Lessor so chooses, without affecting the obligations of Lessee hereunder. With respect to Equipment that is subject of a default by Lessee, Lessor shall be entitled to all sums due and unpaid, plus all sums to become due as rental to the end of the respective rental period of each item of Equipment as if this lease had not been declared in default and all of the damages sustained by Lessor by virtue of such breach. Any repossession or resale of any item of Equipment shall not bar any action for deficiency as provided above, and the bringing of an action or the entry of a judgment against Lessee shall not bar Lesson's right to repossess any and all of the Equipment.

20. Past Due Rentals. All past due rentals and other amounts due hereunder shall beer interest at the rate of eighteen (18%) percent per annum or the maximum no usurious rate allowed by law, whichever is less.

21. Place of Payment. All payments hereunder shall be payable at Lessor's main office, P.O. Box 200441, Houston, Harris County, Texas 77216, and if payments should be made to any other branch office of Lessor, such payments shall not be considered as having been received by Lessor until they are deposited with Lessor at the above referenced P.O. Box.

22. Title to Equipment. Lessor and Lessee expressly agree that all the property subject to this agreement is personal property and is in the nature of equipment as defined in the Uniform Commercial Code of the State of Texas and that the same shall never be attached or affixed to real estate so as to be or become a fixture, Lessor and Lessee further expressly agree that this agreement is a contract of lease only, and that Lessee shall not acquire any title to any equipment subject hereto Lessee shall keep the Equipment free from any liens and claims, and shall not do or permit any act or thing whereby Lessor's title or rights in and to any of the Equipment may be encumbered or impaired. Lessee agrees to execute financing statements acknowledging this agreement and the Equipment subject thereto.

23. Taxes. Lessee shall pay all applicable taxes.

24. Minimum Guaranteed Rental. This agreement is irrevocable by Lessee for the full term hereof. Lessee acknowledges that the guaranteed minimum rental set forth herein is based upon the specialized nature of the Equipment and/or the specific terms of the lease of the Equipment, or such other factors which Lessor and Lessee acknowledge have been considered in the guaranteed minimum rental.

25. General. (a) Time is of the essence of this agreement. (b) Lessor's failure at any time to require strict performance by Lessee of any of the provisions of this agreement shall not waive or diminish Lessor's rights thereafter to demand strict compliance therewith or with any provision.Waiver of any default shall not waive any other default. (c) Any alteration or modification of this agreement shall be in writing and signed by the parties hereto. Lessee acknowledges receipt of a signed copy hereof. (d) This agreement contains the entire understanding of the parties, and such understanding may not be modified or terminated except in writing signed by the parties. (e) This agreement shall be governed by the laws of the State of Texas. (f) All remedies either under this agreement or by law afforded to Lessor shall be cumulative and alternative. (g) Any provisions in this agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the rest of this agreement.

26. Damage Waiver (NOT INSURANCE). Lessee accepts the Damage Waiver unless expressly rejected in writing. If Lessee accepts and pays for Damage Waiver as per stated terms. then Lessor agrees to waive such risk of loss as described below in an amount not to exceed 50% of the replacement cost of the equipment. In no case is the first 50% of the replacement cost of the equipment the responsibility of the Lessor or will any claim less the $500 be waived per piece of Equipment. Damage Waiver charge is calculated at 15% of the base rental rate of equipment and accessories being rented, not to include taxes, freight,

27. Labor, and/or environmental fees. Notwithstanding Lessee's acceptance of the Damage Waiver, Lessee will be liable for all loss or damage to the equipment and related expenses incurred by Lessor resulting from any of the following circumstances: a) Damage associated with or attributable to deflated or under-inflated tires, deflated or under inflated tubes or wheels, blowouts, bruises, dents, cuts or other such causes associated with intended use of the Equipment. b) Damage resulting from negligence, recklessness, misuse, or abuse of Equipment, intentional or otherwise, including overloading or exceeding Equipment rated capacities, utilization of incorrect or adequate fuel or other fluids, lack of lubrication, improper towing or carriage, or other normal servicing of Equipment. c) Loss or damage due to mysterious or unexplained disappearance, or caused by conversion of Lessee, its employees, or persons to whom the Equipment is entrusted. d) In cases of theft, vandalism, malicious mischief, disappearance, or conversion, when the police or other relevant authorities, as well as Lessor, are not formally notified within 24 hours of Equipment's disappearance and such a police report immediately provided to Lessor or such case occurs while Equipment is not reasonably secured in a locked, enclosed or fenced-in, mechanically access-controlled area. e) In any cases where the Equipment is utilized in a manner that would constitute a default under the Rental Agreement or not used with the permission or express consent of the Lessor. f) In any event where damage results while the operator or any other party involved in the operation of the Equipment is under the influence of an intoxicant or other illegal or controlled substance.

BLANKET PURCHASE ORDER DETAIL SHEET

Vendor:	**Stewart & Stevenson - RENTAL ONLY**		
Division:	**400**		**Total of 7mths rental**
PO#	**PO-000599**	**Date**	**at $16,462.10 per month**
Original Amt:	**$ 18,415.00**	**07/22/2020**	
change Order No 1	**$ 34,501.00**	**Req-778**	
change Order No 2	**$ 81,180.80**	**Req-1145**	
	$ 134,096.80		

ITEM	INV DATE	INV #	TOTAL COST (-)	DATE SENT TO FINANCE	REMAINING BALANCE	
					$ 134,096.80	
07/24/2020 - 08/20/2020	8/23/2020	3001441	$ (18,862.10)	12/03/20	$ 115,234.70	RCP-003442
8/21/2020 - 9/17/2020	9/18/2020	3002011	$ (16,462.10)	10/01/20	$ 98,772.60	RCP-002840
9/18/2020 -10/15/2020	10/16/20	3004149	$ (16,462.10)	12/03/20	$ 82,310.50	RCP-003444
10/16/2020 - 11/12/2020	11/13/20	3006089	$ (16,462.10)	12/20/20	$ 65,848.40	RCP-003564
11/13/2020-12/10/2020	12/11/20	3008110	$ (16,462.10)	12/21/20	$ 49,386.30	RCP-003579
12/11/2020 - 1/7/2021	01/12/21	3009195	$ (16,462.10)	01/21/21	$ 32,924.20	RCP-003862
jan/feb			$ -		$ 32,924.20	
feb/mar			$ -		$ 32,924.20	
			$ -		$ 32,924.20	
			$ -		$ 32,924.20	
			$ -		$ 32,924.20	
			$ -		$ 32,924.20	
			$ -		$ 32,924.20	
			$ -		$ 32,924.20	
			$ -		$ 32,924.20	

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 2/16/2021

Consent item: Yes

SUBJECT: (B7i) Termination of AMI Agreement with Sensus USA, Inc. that is utilized for the water meter reading software in order move to a new software system

DEPARTMENT: Public Utilities

GOAL: N/A

RECOMMENDED MOTION: Move to approve termination of the existing Sensus AMI - Software and Spectrum Agreement (CA3289), dated December 9, 2013.

SUMMARY: The Public Works & Utilities Department is requesting City Council to approve termination of the existing Sensus AMI - Software and Spectrum Agreement (CA3289), dated December 9, 2013.

The City currently owns and operates the meter reading software which consists of computer-based servers (RNI & Sensus Logic) located in city hall and four remote collectors (TGB base stations) located around the city. Two of these TGB stations have been in place since 2008/2009 and require replacement. In addition, upgrades to other equipment related to the meter reading software require an update. The IT department currently maintains this equipment and the city pays Sensus for tech and service support. The city also pays for internet services to collect the reads from the base stations. This software has become outdated and requires an update to continue to be a supported version.

The Public Utilities and Works have been working with the Information Technology Department and have recommended that a new lease agreement with Sensus Xylem for a hosted Sensus Analytics meter reading platform is in the best interest of the City. This is a hosted cloud solution, and the company has indicated that they would be moving towards no longer supporting on premise solutions in the future. Given this information and the timing of the needed capital expenditures, staff believes now is the most appropriate time to make this transition. The city would no longer own all the equipment, be responsible to keep the software up to date, or maintain the servers or the remote base stations.

All parties, including the City's Information Technology Department are in agreement to terminate the original Agreement and enter into a new, separate "Network as a Service and Spectrum Lease Agreement". The original contract termination will coincide with the execution of the new Agreement, which will be executed under the authority of the City Manager.

Project No.: Funding Account No.:

Presenter: Lynn Stevens

ATTACHMENTS:

1.	Justification Memo - Sensus Termination	Justification Memo - Sensus Termination.docx
2.	Port OrangeAMI Termination Letter_1.13.2021	Port OrangeAMI Termination Letter_1.13.2021.pdf
3.	SENSUS USA INC. - 12.9.2013	SENSUS USA INC. - 12.9.2013.pdf

Julia Wiggins	Created/Initiated - 1/14/2021
Kynah Cockcroft	Approved - 1/14/2021
James Hicks	Approved - 1/14/2021
Steve Parnell	Approved - 1/14/2021
Lynn Stevens	Approved - 1/27/2021
Matthew Jones	Approved - 1/29/2021
Jamie Miller	Approved - 2/4/2021
Robin Fenwick	Final Approval - 2/5/2021

City of Port Orange
Public Works & Utilities Department

TO: Council Members
Jamie Miller, Interim City Manager

THRU: Lynn Stevens, Public Works & Utilities Director
Steve Parnell, Deputy Director of Public Utilities
Julia Wiggins, Business Manager

FROM: Graeme Gardiner, Field Operations Manager

DATE: January 14, 2021

SUBJECT: Termination of Existing AMI Agreement (CA3289)

REQUEST:
The Public Works & Utilities Department is requesting City Council to approve termination of the existing Sensus AMI - Software and Spectrum Agreement (CA3289), dated December 9, 2013.

PURPOSE:
The purpose of this request is terminating the current agreement and move forward with the new Hosted Software Solution with Sensus. This is necessary for upgrading the water meter reading software.

CONSIDERATION:
On December 9, 2013, the City entered into a Software and Spectrum Agreement with Sensus USA, Inc.

The City currently owns and operates the meter reading software which consists of computer-based servers (RNI & Sensus Logic) located in city hall and four remote collectors (TGB base stations) located around the city. Two of these TGB stations have been in place since 2008/2009 and would require replacement and upgrades to all other equipment related to the meter reading software. City IT department currently maintains this equipment and the city pays Sensus for tech and service support. The city also pays for internet services to collect the reads from the base stations. This software has become outdated and will be costly to maintain.

The Public Utilities and Works have been working with the Information Technology Department and agree that a new lease agreement with Sensus Xylem for a hosted Sensus Analytics meter reading platform is in the best interest of the City. The city would no longer own all the equipment and be responsible to keep the software up to date and maintain the servers or the remote base stations.

All parties, including the City's Information Technology Department are in agreement to terminate the original Agreement and enter into a new, separate "Network as a Service and Spectrum Lease Agreement". The original contract termination will coincide with the execution of the new Agreement.

The Public Works & Utilities Department is working with Purchasing, Legal, and Information Tech Departments on the new agreement.

FUNDING:
No Funding Required

RECOMMENTATION:
The Public Works & Utilities Department is requesting City Council to approve termination of the existing Sensus AMI - Software and Spectrum Agreement (CA3289), dated December 9, 2013.
.

ANTICIPATED SCHEDULE:
a.) Purchase Order
b.) Contract 5-year lease

ATTACHMENTS:
a.) Network Service Lease Agreement
b.) Pricing NaaS
c.) Sole Source Letter.

637 Davis Drive
Morrisville, NC 27560
www.sensus.com

January 13, 2021

City of Port Orange
Attn: Julia Wiggins
1395 Dunlawton Ave.
Port Orange, FL 32129-1759

RE: Termination of Existing AMI Agreement

Dear: Ms. Wiggens,

On December 9, 2013, Sensus USA Inc. ("Sensus") and City of Port Orange, Florida ("Customer") entered into the Software as a Service Agreement (the original "Agreement") directly with Sensus. The Parties agree to terminate the original Agreement and will enter into a new, separate Software as a Service and Spectrum Lease Agreement. As a result of this change, all payments for the AMI solution by Customer will now be made to Sensus' authorized distributor, Core & Main, as described in separate agreements.

This letter may be executed via electronic or facsimile transmission and in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.

By signing below, the parties agree to be bound by the letter as stated above. Kindly sign below and return a copy to me.

Sensus USA Inc.	**Customer: City of Port Orange, Florida**
Signature: _____ Name: Tim Harriger Title: Vice President of Sales – NA Water Date: _____	Signature: _____ Name: _____ Title: Mayor Date: _____
	Attest: Name: _____ Title: City Clerk Date: _____

Software and Spectrum Agreement

between

City of Port Orange, Florida
("Customer")

and

Sensus USA Inc.
("Sensus")

IN WITNESS WHEREOF, the parties have caused this Software and Spectrum Agreement ("Agreement") to be executed by their duly authorized representatives as of the day and year written below. The date of the last party to sign is the "Effective Date."

This Agreement shall commence on the Effective Date and continue for a period of five (5) years thereafter (the "Term"), subject to appropriation by City Council on or before October 1st of each year. The Term may be extended upon written agreement of the parties.

This Agreement contains two parts: Part (1) is The FCC Notification for Spectrum Manager Lease, to be filed with the FCC by Sensus on behalf of the Customer and Part (2) is a Software and Spectrum Agreement between Sensus and Customer. Together, these two parts create the Agreement.

Sensus USA Inc.

By: Tim Harriger
Name: TIm HARRIGER
Title: Director of Sales
Date: 12/9/13

Sensus Spectrum, LLC

By: Meg S Briggs
Name: Megan Briggs
Title: Legal Counsel - North + South America
Date: 12/9/13

Customer: City of Port Orange, Florida

By:
Name: Allen Green
Title: Mayor
Date: Sept. 24, 2013

Attested by:
Name: Robin Fenwick, CMC
Title: City Clerk
Date: Sept. 24, 2013

Pricing in Exhibit E remains firm until March 1, 2014 ("Trigger Date") (If nothing is inserted in the blank, then the "Trigger Date" shall mean the first January 1 after the Effective Date. For example, if the Effective Date is June 1, 2013, the Trigger Date shall be January 1, 2014.)

Contents of this Agreement:

Part 1: Notification for Spectrum Manager Lease
Part 2: Software & Spectrum Agreement
- Exhibit A Technical Support
- Exhibit B Intentionally Omitted
- Exhibit C Intentionally Omitted
- Exhibit D Software Listing
- Exhibit E Pricing
- Exhibit F FCC Licenses
- Exhibit G Geographic Boundaries

Part 1: Notification for Spectrum Manager Lease and Ownership Disclosure

In order for Sensus to apply to the FCC on the Customer's behalf for a spectrum manager lease, Customer must complete the information below in boxes one (1) through eight (8) and certify via authorized signature the statements in box nine (9). Customer's signature will indicate that Customer authorizes Sensus to file the spectrum manager lease notification on FCC Form 608 with the Customer as spectrum Lessee, as well as ownership disclosure information on FCC Form 602.

Customer / Lessee Information

1

Customer/Lessee Name: City of Port Orange, Florida		
Attention To: City Manager	Name of Real Party in Interest: Gregory A. Kisela	
Street Address: 1000 City Center Circle		City: Port Orange
State: Florida	Zip: 32129	Phone: (386) 506-5500
Fax: (386) 756-5208	Email: gkisela@port-orange.org	

Is Customer contact information same as above? ☐Yes ☐No (If No, complete box 2 below)

Additional Customer/Lessee Contact Information

2

Company Name: City of Port Orange, Florida		
Attention To: Margaret T. Roberts, City Attorney		
Street Address: 1000 City Center Circle		City: Port Orange
State: Florida	Zip: 32129	Phone: (386) 506-5525
Fax: (386) 506-5530	Email: mroberts@port-orange.org	

3

If known, Customer's FCC Registration Number (FRN):
Customer Tax ID: 59-6000412

4

Customer/Lessee is a(n) (Select one): ☐Individual | ☐ Unincorporated Association | ☐Trust
☒Government Entity | ☐Corporation | ☐ Limited Liability Company | ☐General Partnership
☐Limited Partnership | ☐Limited Liability Partnership | ☐Consortium | ☐ Other _____

Individual Contact For FCC Matters

5

Please designate one individual (the Director of Public Works or similar person) who is responsible to the FCC for the operation of the FlexNet radio system. This person would need to obtain his or her own personal FRN (FCC Registration Number) by going to the link below and completing the individual FRN registration.

Name: JAMES HICKS	
Title: NETWORK ADMINISTRATOR	
Email: jhicks@port-orange.org	Phone: 386.506.5545
Personal FRN:	
Link for obtaining personal FRN: **https://apps.fcc.gov/coresWeb/regEntityType.do**	

Ownership Disclosure Information

6

If Customer/Lessee is a government entity, list the names of the Mayor and all Council Members below, as well as verify citizenship and ownership interests in any entity regulated by the FCC. Such ownership must be disclosed where a mayor/council member owns 10% or more, directly or indirectly, or has operating control of any entity subject to FCC regulation. If any answer to Ownership question is Yes, or any answer to Citizenship question is No, provide an attachment with further explanation.

	US Citizen?	Ownership Disclosure?
Mayor: Allen Green	☒Yes ☐No	☐Yes ☒No
Council Member: Robert Ford	☒Yes ☐No	☐Yes ☒No
Council Member: Donald O. Burnette	☒Yes ☐No	☐Yes ☒No
Council Member: Dennis A. Kennedy	☒Yes ☐No	☐Yes ☒No
Council Member: Drew J. Bastian	☒Yes ☐No	☐Yes ☒No
Council Member:	☐Yes ☐No	☐Yes ☐No
Council Member:	☐Yes ☐No	☐Yes ☐No
Council Member:	☐Yes ☐No	☐Yes ☐No
Council Member:	☐Yes ☐No	☐Yes ☐No
Council Member:	☐Yes ☐No	☐Yes ☐No

Alien Ownership Questions (if the answer is Yes, provide an attachment explaining the circumstances)

7

1) Is the Customer/Lessee a foreign government or the representative of any foreign government?	☐Yes ☒No

Basic Qualification Information

8

1) Has the Customer or any party to this application had any FCC station authorization, license, or construction permit revoked or had any application for an initial, modification or renewal of FCC station authorization, license or construction permit denied by the Commission?	☐Yes ☒No
2) Has the Customer or any party to this filing, or any party directly or indirectly controlling the Customer or any party to this filing ever been convicted of a felony by any state or federal court?	☐Yes ☒No
3) Has any court finally adjudged the Customer or any party directly or indirectly controlling the Customer guilty of unlawfully monopolizing or attempting to unlawfully monopolize radio communication, directly or indirectly, through control of manufacture or sale of radio apparatus, exclusive traffic arrangement, or any other means or unfair methods of competition?	☐Yes ☒No

Customer/Lessee Certification Statements

9

1) The Customer/Lessee agrees that the Lease is not a sale or transfer of the license itself.	☒Yes
2) The Customer/Lessee acknowledges that it is required to comply with the Commission's Rules and Regulations and other applicable law at all times, and if the Customer/Lessee fails to so comply, the Lease may be revoked, cancelled, or terminated by either the Licensee or the Commission.	☒Yes
3) The Customer/Lessee certifies that neither it nor any other party to the Application/Notification is subject to a denial of Federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C § 862, because of a conviction for possession or distribution of a controlled substance (*See* Section 1.2002(b) of the rules, 47 CFR § 1.2002(b), for the definition of "party to the application" as used in this certification.)	☒Yes
4) The Customer/Lessee hereby accepts Commission oversight and enforcement consistent with the license and lease authorization. The Lessee acknowledges that it must cooperate fully with any investigation or inquiry conducted either by the Commission or the Licensee, allow the Commission or the Licensee to conduct on-site inspections of transmission facilities, and suspend operations at the direction of the Commission or the Licensee and to the extent that such suspension of operation would be consistent with applicable Commission policies.	☒Yes
5) The Customer/Lessee acknowledges that in the event an authorization held by a Licensee that has associated with it a spectrum leasing arrangement that is the subject of this filing is revoked, cancelled, terminated, or otherwise ceases to be in effect, the Customer/Lessee will have no continuing authority to use the leased spectrum and will be required to terminate its operations no later than the date on which the Licensee ceases to have any authority to operate under the license, unless otherwise authorized by the Commission.	☒Yes
6) The Customer/Lessee agrees the Lease shall not be assigned to any entity that is not eligible or qualified to enter into a spectrum leasing arrangement under the Commission's Rules and Regulations.	☒Yes
7) The Customer/Lessee waives any claim to the use of any particular frequency or of the electromagnetic spectrum as against the regulatory power of the United States because of the previous use of the same, whether by spectrum lease or otherwise.	☒Yes
8) The Customer/Lessee certifies that it is not in default on any payment for Commission licenses and that it is not delinquent on any non-tax debt owed to any federal agency.	☒Yes

The Customer/Lessee certifies that all of its statements made in this Application/Notification and in the schedules, exhibits, attachments, or documents incorporated by reference are material, are part of this Application/Notification, and are true, complete, correct, and made in good faith. The Customer/Lessee shall notify Sensus in writing in the event any information supplied on this form changes.

Type or Printed Name of Party Authorized to Sign

First Name:	MI:	Last Name:	Suffix:
Allen		Green	
Title: Mayor		Customer Name: City of Port Orange, Florida	
Signature:			Date: 9/24/13

FAILURE TO SIGN THIS APPLICATION MAY RESULT IN DISMISSAL OF THE APPLICATION AND FORFEITURE OF ANY FEES PAID.

WILLFUL FALSE STATEMENTS MADE ON THIS FORM OR ANY ATTACHMENTS ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. Code, Title 18, Section 1001) AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. Code, Title 47, Section 312(a)(1)) AND/OR FORFEITURE (U.S. Code Title 47, Section 503).

[Rest of this page intentionally left blank.]

Part 2: SOFTWARE AND SPECTRUM AGREEMENT

1. **Software.**

   A. **Software License.**

      i. **License.**

         (a) Subject to all the terms and conditions of this Agreement, Sensus hereby grants to Customer for the fee outlined in Exhibit E, a nonexclusive, non-transferable, royalty-bearing license under Sensus' intellectual property rights (the "Software License") to use the Software for the Permitted Use. The Software License is personal to Customer and is nonsublicenseable to Affiliates or other third parties. Customer shall have no rights to the Software other than those expressly granted in this Section; this Software License contains no implied licenses. Customer shall not use the Software other than for the Permitted Use.

         (b) Subject to all the terms and conditions of this Agreement that are applicable to Software and otherwise, and subject to the terms and conditions in Exhibit D, so long as Customer pays for use of certain Harris Software, Sensus hereby grants to Customer for the fee outlined in Exhibit E, a nonexclusive, non-transferable, royalty bearing license under Sensus' intellectual property rights (the "Harris Software License") to use the Harris Software solely for the Permitted Use. This Harris Software License is personal to Customer and is nonsublicenseable to Affiliates or other third parties. Customer shall have no rights to the Harris Software other than those expressly granted in this Section; this Harris Software License contains no implied licenses. Customer shall not use the Harris Software other than for the Permitted Use. Customer expressly agrees to the terms and conditions set forth in Exhibit D. For clarity, this subsection (b) shall only apply so long as both; (i) pricing for Harris Software is included in Exhibit E to this Agreement; and (ii) Customer is current in its payments for the Harris Software.

         (c) Except as expressly authorized in accordance with the Permitted Use, Customer shall not (and shall not attempt to): (a) use, copy, adapt, translate, publish, display, sublicense, rent, lease, lend, transfer or distribute the Software, related documentation, or any copy thereof; (b) improve, enhance, revise, modify or make any other derivatives of the Software, related documentation or any copy or part thereof. Customer shall not reverse assemble, reverse compile, reverse engineer or otherwise translate or decode the Software or any part thereof, or any copy thereof. Sensus' suppliers of software and documentation (or any part thereof) are beneficiaries of this provision. Customer shall not destroy, remove or otherwise alter any proprietary notices (including, but not limited to, copyright notices) on the Software or related documentation, or any copy thereof, and agrees to reproduce any such notice(s) on any copy thereof it makes pursuant to this Software License.

         (d) The Software License and the Harris Software License (if applicable) shall commence on the Effective Date and shall terminate immediately when this Agreement expires or is earlier terminated for any reason or if Customer uses the Software or Harris Software (if applicable) other than for the Permitted Use.

      ii. **Access to Software.** Customer shall ensure that only Customer employees and Customer independent contractors who need access to the Software for Customer to obtain the benefits of this Agreement may access it. Customer is liable for ensuring that its employees and independent contractors abide by the terms of this Agreement.

      iii. **Third Party Software.**

         (a) In addition to the Software, Sensus shall provide Customer with the open source software listed in Exhibit D under the heading "Bundled Third Party Software" (the "Bundled Third Party Software"). Customer acknowledges that it has received the terms and conditions of the Bundled Third Party Software ("Third Party EULAs"). Customer accepts the Third Party EULAs and agrees to comply with the terms of such Third Party EULAs.

         (b) Exhibit D contains, under the heading "Non-Bundled Third Party Software", certain third party software ("Non-Bundled Third Party Software"). Customer must license the Non-Bundled Third Party Software directly from third party licensors in order to operate the FlexNet System.

         (c) Customer acknowledges that both the Bundled Third Party Software and the Non-Bundled Third Party Software is subject to various rights and restrictions in favor of or imposed by the licensors thereof and that Customer's use of the Bundled Third Party software and/or Non-Bundled Third Party Software is subject to all such rights and restrictions. Sensus provides no warranty, indemnity nor support of or in relation to any third party software. All such rights and obligations are a matter strictly between Customer and the relevant third party licensors.

      iv. **Support and Maintenance.**

(a) For so long as the Customer pays the Ongoing Fees, Sensus shall provide Customer with ongoing software Patches, Updates, ongoing software maintenance and remote telephone support of the Software according to the terms set forth in Exhibit A. Upgrades are not included hereunder and shall be priced separately.

(b) Sensus will support and will maintain compatibility with the most recent Release and the two prior Releases ("Previous Releases"). If Customer requires support for versions that were released earlier than the Previous Releases, Customer's Ongoing Fees for software maintenance shall increase by thirty-three percent (33%) per year until Customer upgrades to a supported version of the Software.

v. **Effect of Termination.** Upon the termination of the Software License, all rights of the Customer to use the Software shall immediately cease and Customer shall promptly remove and return to Sensus all copies of the Software and any related documentation and shall instruct all its employees that further use of the Software is prohibited.

B. **Intellectual Property.** Sensus and/or its supplier (as applicable) shall own all right, title, and interest in and to the Intellectual Property associated with the Software and related documentation, including any derivations and/or derivative works. To the extent, if any, that any ownership interest in and to such Intellectual Property does not automatically vest in Sensus by virtue of this Agreement or otherwise, and instead vests in Customer, Customer agrees to grant and assign and hereby does grant and assign to Sensus all right, title, and interest that Customer may have in and to such Intellectual Property.

C. **UCITA.** To the maximum extent permitted by law, the Parties agree that the Uniform Computer Information Transaction Act as enacted by any state shall not apply, in whole or in part, to this Agreement.

2. **Spectrum Lease.**

A. **Definitions in this Section 4.** In this Section 4 only, Spectrum Lease, "Sensus" shall mean Sensus USA, Inc and its wholly owned subsidiary, Sensus Spectrum LLC.

B. **Spectrum Lease.** Sensus hereby grants to Customer and Customer accepts a spectrum manager lease ("Lease") over the frequencies of the FCC License and solely within Customer's Service Area. (The frequencies of the FCC License within Customer's geographic Service Area are called the "Leased Spectrum"). Customer shall pay the fees set forth in Exhibit E for use of the spectrum; if no fees are listed in Exhibit E for use of the spectrum, then Sensus shall partition $900 from the other Ongoing Fees and such amount is hereby allocated to the spectrum Lease pursuant to this Agreement.

C. **Form 608.** Sensus will file with the Federal Communications Commission (FCC) a FCC Form 608, notification/application for a long term spectrum manager lease. This Lease becomes effective when the FCC receives the notification.

D. **Lease Application.** In order to complete the FCC lease application, Customer will:

i. a. Complete and sign the representations on pages two (2) through five (5) of this Agreement such that Customer demonstrates it qualifies for a spectrum lease under FCC rules. Customer's signature will indicate that Customer authorizes Sensus to file the spectrum manager lease notification on FCC Form 608 with the Customer as spectrum lessee, the ownership disclosure information on FCC Form 602, and any renewals that the Customer has reviewed.

ii. Give Sensus the coordinates of the boundaries of Customer's Service Area or, alternatively, approve Sensus' estimation of the same.

iii. In the event that Customer does not already have one, Customer hereby authorizes Sensus to apply on Customer's behalf and obtain for Customer a Federal Registration Number (FRN, the FCC's unique identifier for each licensee) and shall supply Sensus with Customer's Taxpayer Identification Number (TIN).

iv. Provide any other information or other cooperation reasonably necessary for the Parties to perform as set forth herein.

E. **Permitted Use of Spectrum Lease.** Customer may transmit or receive over the Leased Spectrum only in the Service Area and only using FlexNet equipment manufactured by Sensus and used in accordance with Sensus' specifications. Customer may use the Leased Spectrum only to read and direct meters in support of Customer's primary utility business or any other operation approved by Sensus in writing. Without limiting the foregoing, Customer is prohibited from reselling, subleasing or sublicensing the Leased Spectrum or from transmitting voice communications over the Leased Spectrum.

F. **Term of Spectrum Lease.** Unless terminated earlier (because for example Customer stopped using the FlexNet equipment), this Lease will have the same term as the FCC license. If Customer is operating in compliance with this Agreement and Customer's underlying agreement with Sensus and is current on any payments owed to Sensus, when the FCC License renews, the Parties will apply to the FCC to renew this Lease.

G. **Termination of Spectrum Lease.** The Lease will terminate: (a) two months after Customer stops transmitting with FlexNet equipment manufactured by Sensus; (b) upon termination, revocation or expiration of the FCC License; or (c) upon Customer's breach of this Agreement.

H. **FCC Compliance.** The following FCC requirements apply

i. Pursuant to 47 CFR 1.9040(a);

(a) Customer must comply at all times with applicable FCC rules. This Agreement may be revoked by Sensus or the FCC if Customer fails to so comply;

(b) If the FCC License is terminated, Customer has no continuing right to use the Leased Spectrum unless otherwise authorized by the FCC;

(c) This Agreement is not an assignment, sale or other transfer of the FCC License;

(d) This Agreement may not be assigned except upon written consent of Sensus, which consent may be withheld in its discretion; and

(e) In any event, Sensus will not consent to an assignment that does not satisfy FCC rules.

ii. Pursuant to the standards set forth in 47 CFR 1.9010, Sensus retains *de facto* control over the applicable radio facilities, including that,

(a) Sensus will be responsible for Customer's compliance with FCC policies and rules. Sensus represents and warrants that it has engineered the FlexNet equipment and accompanying software and other programs to comply with FCC rules. Customer will operate the FlexNet equipment solely in accordance with Sensus' specifications. Sensus retains the right to inspect Customer's radio operations hereunder and to terminate this Agreement or take any other necessary steps to resolve a violation of FCC rules, including to order Customer to cease transmission. Sensus will act as spectrum manager in assigning spectrum under the FCC License so as to avoid any harmful interference or other violation of FCC rules. Sensus will be responsible for resolving any interference complaints or other FCC rule violations that may arise; and

(b) Sensus will file any necessary FCC forms or applications and Customer agrees reasonably to assist Sensus with such filing by providing any necessary information or other cooperation. Sensus will otherwise interact with the FCC with respect to this Agreement, the FCC License or FlexNet equipment.

I. **Interference.** Customer agrees to report to Sensus promptly, and in no event later than 72 hours afterward, any incident related to the Leased Spectrum, including where Customer experiences harmful interference, receives a complaint or other notice of having caused harmful interference, or receives any type of communication from the FCC or other government agency regarding radio transmission.

J. **Indemnity.** The Parties agree to indemnify and hold each other harmless as follows:

i. In the event that the FCC License is revoked, cancelled or terminated, or the FCC or other government agency otherwise mounts an enforcement action with respect to radio operation under this Agreement, and Customer has been in full compliance with this Agreement, Customer's underlying agreement with Sensus, and Sensus' specifications, and is current on any payments owed to Sensus, Sensus will indemnify and hold Customer harmless for all liabilities, claims, costs, damages, fines forfeitures and expenses arising out of such government action including, where necessary, Sensus will use commercially reasonable efforts to migrate Customer to other suitable spectrum.

ii. Customer will indemnify Sensus and affiliated companies and entities, officers, directors employees and agents from all liabilities, claims, costs, damages, fines forfeitures and expenses arising out of Customer's breach of this Agreement.

3. **General Terms and Conditions.**

A. **Payment.** All payment and pricing is subject to the terms in Exhibit E.

B. **Limitation of Liability.**

i. Sensus' aggregate liability in any and all causes of action arising under, out of or in relation to this Agreement, its negotiation, performance, breach or termination (collectively "Causes of Action") shall not exceed the total amount paid by Customer directly to Sensus under this Agreement. This is so whether the Causes of Action are in tort, including, without limitation, negligence or strict liability, in contract, under statute or otherwise.

ii. As separate and independent limitations on liability, Sensus' liability shall be limited to direct damages. Sensus shall not be liable for; (i) any indirect, incidental, special or consequential damages; nor (ii) any revenue or profits lost by Customer or its Affiliates from any End User(s), irrespective whether such lost

revenue or profits is categorized as direct damages or otherwise; nor (iii) any In/Out Costs; nor (iv) manual meter read costs and expenses; nor (v) damages arising from maincase or bottom plate breakage caused by freezing temperatures, water hammer conditions, or excessive water pressure.

iii. The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.

C. **Termination.** Either party may terminate this Agreement earlier if the other party commits a material breach of this Agreement and such material breach is not cured within forty-five (45) days of written notice by the other party. Upon any expiration or termination of this Agreement, Sensus' and Customer's obligations hereunder shall cease and the software as a service/software license and spectrum lease shall immediately cease.

D. **Force Majeure.** If Sensus becomes unable, either wholly or in part, by an event of Force Majeure, to fulfill its obligations under this Agreement, the obligations affected by the event of Force Majeure will be suspended during the continuance of that inability. Sensus will take reasonable steps to mitigate the Force Majeure. "Force Majeure" means an event beyond the reasonable control of Sensus, including acts of God, hurricane, flood, volcano, tsunami, tornado, storm, tempest, mudslide, vandalism, illegal or unauthorized radio frequency interference, strikes, lockouts, or other industrial disturbances, unavailability of component parts of any goods provided hereunder, acts of public enemies, wars, blockades, insurrections, riots, epidemics, earthquakes, fires, restraints or prohibitions by any court, board, department, commission or agency of the United States or any States, any arrests and restraints, civil disturbances and explosion.

E. **Intellectual Property**. No Intellectual Property is assigned to Customer hereunder. Sensus shall own or continue to own all Intellectual Property used, created, and/or derived in the course of performing this Agreement. To the extent, if any, that any ownership interest in and to such Intellectual Property does not automatically vest in Sensus by virtue of this Agreement or otherwise, and instead vests in Customer, Customer agrees to grant and assign and hereby does grant and assign to Sensus all right, title, and interest that Customer may have in and to such Intellectual Property. Customer agrees not to reverse engineer any Equipment purchased or provided hereunder. "Intellectual Property" means patents and patent applications, inventions (whether patentable or not), trademarks, service marks, trade dress, copyrights, trade secrets, know-how, data rights, specifications, drawings, designs, maskwork rights, moral rights, author's rights, and other intellectual property rights, as may exist now or hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or of any other state, country or jurisdiction, any registrations or applications thereof, and all goodwill pertinent thereto.

F. **Confidentiality.** Both parties shall (and shall cause their employees and contractors to) keep all Confidential Information strictly confidential and shall not disclose it to any third party, except to the extent reasonably required to perform and enforce this Agreement or as required under applicable law, court order or regulation. As used herein, "Confidential Information" means any and all non-public information of either party, including the terms of this agreement, all technical information about either party's products or services, pricing information, marketing and marketing plans, Customer's End Users' data, AMI System performance, AMI System architecture and design, AMI System software, other business and financial information of either party, and all trade secrets of either party. The Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by either party. Notwithstanding the foregoing, "Confidential Information" shall not include; (i) any information that is in the public domain other than due to Recipient's breach of this Agreement; (ii) any information in the possession of the Recipient without restriction prior to disclosure by the Discloser; or (iii) any information independently developed by the Recipient without reliance on the information disclosed hereunder by the Discloser. "Discloser" means either party that discloses Confidential Information, and "Recipient" means either party that receives it.

G. **Public Records Compliance.** Sensus USA Inc. and Sensus Spectrum, LLC (collectively "Sensus") 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 Customer/Lessee in order to perform the service; (b) provide the public with access to public records on the same terms and conditions that the Customer/Lessee would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer to the Customer/Lessee, at no cost, all public records in possession of the Sensus 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 Customer/Lessee in a format that is compatible with the information technology systems of the Customer/Lessee. If Sensus does not comply with a public records request, Customer/Lessee shall enforce the contract provisions in accordance with the contract.

H. **Non-Waiver of Rights.** A waiver by either party of any breach of this Agreement or the failure or delay of either party to enforce any of the articles or other provisions of this Agreement will not in any way affect, limit or waive

that party's right to enforce and compel strict compliance with the same or other articles or provisions.

I. **Assignment and Sub-contracting.** Either party may assign, transfer or delegate this Agreement without requiring the other party's consent; (i) to an Affiliate; (ii) as part of a merger; or (iii) to a purchaser of all or substantially all of its assets. Apart from the foregoing, neither party may assign, transfer or delegate this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Furthermore, Customer acknowledges Sensus may use subcontractors to perform RF Field Equipment installation, the systems integration work (if applicable), or project management (if applicable), without requiring Customer's consent.

J. **Amendments.** No alteration, amendment, or other modification shall be binding unless in writing and signed by both Customer and by a vice president (or higher) of Sensus.

K. **Governing Law and Dispute Resolution.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Delaware. Any and all disputes arising under, out of, or in relation to this Agreement, its negotiation, performance or termination ("Disputes') shall first be resolved by the Parties attempting mediation in Delaware. If the Dispute is not resolved within sixty (60) days of the commencement of the mediation, it shall be litigated in the state or federal courts located in Delaware. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES AGREE TO A BENCH TRIAL AND THAT THERE SHALL BE NO JURY IN ANY DISPUTES.

L. **Survival.** The provisions of this Agreement that are applicable to circumstances arising after its termination or expiration shall survive such termination or expiration.

M. **Severability.** In the event any provision of this Agreement is held to be void, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible; and the Agreement, as so modified, will continue to be in full force and effect.

N. **Four Corners.** This written Agreement represents the entire understanding between and obligations of the Parties and supersedes all prior understandings, agreements, negotiations, and proposals, whether written or oral, formal or informal between the Parties. There are no other terms or conditions, oral, written, electronic or otherwise. There are no implied obligations. All obligations of Sensus are specifically set forth in this Agreement. Further, there are no representations that induced this Agreement that are not included in it. The ONLY operative provisions are set forth in writing in this Agreement.

O. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Additionally, this Agreement may be executed by facsimile or electronic copies, all of which shall be considered an original for all purposes.

4. **Definitions.** As used in this Agreement, the following terms shall have the following meanings:

A. ***"Affiliate"*** of a party means any other entity controlling, controlled by, or under common control with such party, where "control" of an entity means the ownership, directly or indirectly, of 50% or more of either; (i) the shares or other equity in such entity; or (ii) the voting rights in such entity.

B. ***"CPI"*** means the percentage change, for the relevant period, of the United States Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) "All Items Less Food and Energy" for the U.S. City Average for All Items, 1982-84 = 100, not seasonally adjusted, or substantially similar succeeding index. Any CPI increases called forth in this Agreement shall be calculated to the third decimal point (e.g. 2.576%).

C. "***DA Devices***" identifies RTMs and RTUs.

D. ***"DA Software"*** identifies the Sensus software listed in Exhibit D under the heading "DA Software" and any Patches, Updates, Upgrades that are provided to Customer pursuant to the terms of this Agreement ONLY TO THE EXTENT (i) pricing for the DA Software is specifically included in Exhibit D to this Agreement; and (ii) Customer is current in its payments for DA Software.

E. "***Echo Transceiver***" identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them by radio frequency to the relevant FlexNet Base Station.

F. ***"End User"*** means any end user of electricity, water, and/or gas (as applicable) that pays Customer for the consumption of electricity, water, and/or gas, as applicable.

G. "***Escalator(s)***" means the following:

i. **For Water Meters**:

(a) **For bronze and low lead water metering products**: the percentage change, for the relevant period, of the average of; (a) the United States Bureau of Labor Statistics Producer Price Index, Commodities, Group: Metals and metal products, Item: Copper and copper-base alloy castings (excl. die-castings), series ID: WPU102807013, not seasonally adjusted; and (b) the United States Bureau of Labor Statistics Producer Price Index, Industry Data, Industry and Product: Plastics material and resins mfg., series ID: PCU 325211325211, not seasonally adjusted

(b) **For plastic main case meters**: the percentage change, for the relevant period, of the United States Bureau of Labor Statistics Producer Price Index, Industry Data, Industry and Product: Plastics material and resins

mfg., series ID: PCU 325211325211, not seasonally adjusted.

(c) **For Omni meters**: the percentage change, for the relevant period, of the United States Bureau of Labor Statistics Producer Price Index, Commodities, Group: Metals and metal products, item: other gray and ductile iron castings, other, series ID: WPU101504, not seasonally adjusted.

ii. **For all other goods and services**: the percentage change, for the relevant period, of the United States Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) "All Items Less Food and Energy" for the U.S. City Average for All Items, 1982-84 = 100, not seasonally adjusted, or substantially similar succeeding index.

iii. Any Escalator increases called forth in this Agreement shall be calculated to the third decimal point (e.g. 2.576%)

H. "***Field Devices***" means the meters, SmartPoint Modules, and DA Devices (if applicable).

I. "***FlexNet Base Station***" identifies the Sensus manufactured device consisting of one transceiver, to be located on a tower that receives readings from the SmartPoint Modules (either directly or via an Echo Transceiver) by radio frequency and passes those readings to the RNI by TCP/IP backhaul communication. For clarity, FlexNet Base Stations include Metro Base Stations.

J. "***FlexWare™ Software***" identifies the Sensus software listed in Exhibit E under the heading "FlexWare™ Software" and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement.

K. "***Harris Software***" means the software listed in Exhibit E under the heading "Harris Software" ONLY TO THE EXTENT (i) pricing for the Harris Software is specifically included in Exhibit D to this Agreement; and (ii) Customer is current in its payments for Harris Software

L. "***In/Out Costs***" means any costs and expenses incurred by Customer in transporting goods between its warehouse and its End User's premises and any costs and expenses incurred by Customer in installing, uninstalling and removing goods.

M. "***Intellectual Property***" means patents and patent applications, inventions (whether patentable or not), trademarks, service marks, trade dress, copyrights, trade secrets, know-how, data rights, specifications, drawings, designs, maskwork rights, moral rights, author's rights, and other intellectual property rights, including any derivations and/or derivative works, as may exist now or hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or of any other state, country or jurisdiction, any registrations or applications thereof, and all goodwill pertinent thereto.

N. "***LCM***" identifies the load control modules.

O. "***Ongoing Fee***" means the annual or monthly fees, as applicable, to be paid by Customer during the Term as set forth on Exhibit E.

P. "***Patches***" means patches or other maintenance releases of the Software that correct processing errors and other faults and defects found previous versions of the Software. For clarity, Patches are not Updates or Upgrades.

Q. "***Permitted Use***" means only for reading Customer's meters in the Service Territory. The Permitted Use does not include reading third party meters or reading meters outside the Service Territory.

R. "***Release***" means both Updates and Upgrades.

S. "***Remote Transceiver***" identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them directly to the RNI by TCP/IP backhaul communication.

T. "***RF Field Equipment***" means, collectively, FlexNet Base Stations, Echo Transceivers and Remote Transceivers.

U. "***RNI***" identifies the regional network interfaces consisting of hardware and software used to gather, store, and report data collected by the FlexNet Base Stations from the SmartPoint Modules. The RNI hardware specifications will be provided by Sensus upon written request from Customer.

V. "***RTMs***" identifies the remote telemetry modules.

W. "***RTUs***" identifies remote telemetry unit.

X. "***Service Territory***" identifies the geographic area where Customer provides electricity, water, and/or gas (as applicable) services to End Users as of the Effective Date. This area will be described in the parties' spectrum lease filing with the FCC.

Y. "***Server Hardware***" means the RNI hardware.

Z. "***SmartPoint™ Modules***" identifies the Sensus transmission devices installed on devices such as meters, distribution automation equipment and demand/response devices located at Customer's End Users' premises that take the readings of the meters and transmit those readings by radio frequency to the relevant FlexNet Base Station, Remote Transceiver or Echo Transceiver.

AA. "***Software***" means the Sensus software listed in Exhibit D under the heading "Sensus Software List" and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement.

BB. "***Updates***" means releases of the Software that constitute a minor improvement in functionality.

CC. "***Upgrades***" means releases of the Software which constitute a significant improvement in functionality or architecture of the Software.

DD. "***WAN Backhaul***" means the communication link between FlexNet Base Stations and Remote Transceivers and RNI.

Exhibit A
Technical Support

1. Introduction

Sensus Technical Services provides utility customers with a single point of contact for Tier 1 support of technical issues as well as any coordination of additional resources required to resolve the issue. Requests that require specialized skills are to be forwarded to a senior support engineer or Technical Advisor within the team for further analysis. If Technical Services has exhausted all troubleshooting efforts for the product type, the issue will escalate to the Engineering Support Team. Occasionally, on-site troubleshooting/analysis may be required. The preferred order of on-site support is:

a) The Customer (for assistance with the easiest and lowest time-consuming activities such as power on/power off).

b) The local distributor.

c) Sensus employees or contracted personnel, if required to fulfill a contract commitment.

2. Support Categories

2.1. General questions regarding functionality, use of product, how-to, and requests for assistance on Sensus AMR, AMI, RF Network Equipment, Metering Products and Sensus Lighting Control.

2.2. Proactive reporting and resolution of problems.

2.3. Reactive reporting to isolate, document, and solve reported hardware/software defects.

2.4. Responding to service requests and product changes.

2.5. Addressing customer inquiries with printed or electronic documentation, examples, or additional explanation/clarification.

3. Support Hours

3.1. Standard Support Hours: Toll-free telephone support (1-800-638-3748 option #2) is available Monday thru Friday from 8:00AM EST to 6:00PM EST. After-hours, holiday and weekend support for Severity 1 and Severity 2 issues is available by calling 1-800-638-3748, option #8.

4. Support Procedures

4.1. Customer identifies an issue or potential problem and calls Technical Services at 1-800-638-3748 Option #2. The Customer Service Associate or Technical Support Engineer will submit a Support ticket.

4.2. The Customer Service Associate or Technical Support Engineer will identify the caller name and utility by the assigned software serial number, city, and state in which the call originated. The nature of the problem and severity levels will be agreed upon by both parties (either at the time the issue is entered or prior to upgrading or downgrading an existing issue) using the severity definitions below as a guideline. The severity level is then captured into a support ticket for creation and resolution processing. Any time during the processing of this ticket, if the severity level is changed by Sensus, the customer will be updated.

Severity Levels Description:

Sev1 Customer's production system is down. The system is unusable resulting in total disruption of work. No workaround is available and requires immediate attention.

Example: Network mass outage, all reading collection devices inoperable, inoperable head end software (e.g., FlexWare, Sensus MDM).

Sev2 Major system feature/function failure. Operations are severely restricted; there is a major disruption of work, no acceptable work-around is available, and failure requires immediate attention.

Examples: Network equipment failure (e.g., FlexNet Echo, FlexNet Remote, Base Station transceiver, or VGB); inoperable reading devices (e.g., AR5500, VXU, VGB, or CommandLink); head end software application has important functionality not working and cannot create export file for billing system operations.

Sev3 The system is usable and the issue doesn't affect critical overall operation.

Example: Minor network equipment failure (e.g., Echo/Remote false alarms or Base Station transceiver false alarms); head end software application operable but reports are not running properly, modification of view or some non-critical function of the software is not running.

Sev4 Minor system issues, questions, new features, or enhancement requests to be corrected in

future versions.

Examples: Minor system issues, general questions, and "How-To" questions.

4.3. The Customer Service Associate or Technical Support Engineer identifies whether or not the customer is on support. If the customer is not on support, the customer is advised of the service options as well as any applicable charges that may be billed.

4.4. Calls are placed in a queue from which they are accessible to Technical Support Engineers on a first-come-first-serve basis. A first level Customer Service Associate may assist the customer, depending on the difficulty of the call and the representative's technical knowledge. Technical Support Engineers (Tier 1 support) typically respond/resolve the majority of calls based on their product knowledge and experience. A call history for the particular account is researched to note any existing pattern or if the call is a new report. This research provides the representative a basis and understanding of the account as well as any associated problems and/or resolutions that have been communicated.

a. Technical Services confirms that there is an issue or problem that needs further analysis to determine its cause. The following information must be collected: a detailed description of the issue's symptoms, details on the software/hardware product and version, a description of the environment in which the issue arises, and a list of any corrective action already taken.

b. Technical Services will check the internal database and product defect tracking system, to see if reports of a similar problem exist, and if any working solutions were provided. If an existing resolution is found that will address the reported issue, it shall be communicated to the customer. Once it is confirmed that the issue has been resolved, the ticket is closed.

c. If there is no known defect or support that defines the behavior, Technical Services will work with the customer to reproduce the issue. If the issue can be reproduced, either at the customer site or within support center test lab, Technical Services will escalate the ticket for further investigation / resolution.

If the issue involves units that are considered to be defective with no known reason, the representative will open a Special Investigation RMA through the Support system. If it is determined that a sample is required for further analysis, the customer will be provided with instructions that detail where to send the product sample(s) for a root cause analysis. Once it is determined that the issue cannot be resolved by Tier 1 resources, the ticket will be escalated to Tier 2 support for confirmation/workarounds to resolve immediate issue. Technical Services will immediately contact the customer to advise of the escalation. The response and escalation times are listed in Section 5. At this time, screen shots, log files, configuration files, and database backups will be created and attached to the ticket.

5. Response and Resolution Targets.

Sensus Technical Support will make every reasonable effort to meet the following response and resolution targets:

Severity	Standard Target Response	Standard Target Resolution	Resolution (one or more of the following)
1	30 Minutes	Immediately assign trained and qualified Services Staff to correct the error on an expedited basis. Provide ongoing communication on the status of a correction.	◦ Satisfactory workaround is provided. ◦ Program patch is provided. ◦ Fix incorporated into future release. ◦ Fix or workaround incorporated into the Support Knowledge Base.
2	4 hours	Assign trained and qualified Services Staff to correct the error. Provide communication as updates occur.	◦ Satisfactory workaround is provided. ◦ Program patch is provided. ◦ Fix incorporated into future release. ◦ Fix or workaround incorporated into the Support Knowledge Base.
3	1 Business Day	90 business days	◦ Answer to question is provided. ◦ Satisfactory workaround is provided. ◦ Fix or workaround incorporated into the Support Knowledge Base. ◦ Fix incorporated into future release.
4	2 Business Days	12 months	◦ Answer to question is provided. ◦ Fix or workaround incorporated into the Support Knowledge Base.

Problem Escalation Process.

5.1. If the normal support process does not produce the desired results, or if the severity has changed, the issue may be escalated as follows to a higher level of authority.

5.1.1. Severity 1 issues are escalated by Sales or Technical Services to a Supervisor if not resolved within 2 hours; to the Manager level if not resolved within 4 hours; to the Director level if not resolved within the same business day; and to the VP level if not resolved within 24 hours.

5.1.2. A customer may escalate an issue by calling 1-800-638-3748, Option 2. Please specify the Support ticket number and the reason why the issue is being escalated.

5.1.3. In the event that a customer is not satisfied with the level of support or continual problem with their products, they may escalate a given Support ticket to Manager of Technical Services (1-800-638-3748, Option 2).

6. General Support Provisions and Exclusions.

6.1. A Dell-provided three-year ProSupport hardware service plan plus a 4 hour "Mission Critical" upgrade accompanies the server/system hardware that Sensus procures on behalf of the customer. Sensus does not warrant third party server hardware. The customer may renew the ProSupport service plan directly with Dell. The "Dell Master Services Agreement" and "Pro Support for IT Services Description" documents may be found at www.dell.com/service contracts.

6.2. Sensus procures certain third party software licenses (e.g. Red Hat Enterprise Linux) required to operate the FlexNet-based applications on the Dell hardware. Sensus registers all the applicable third party software licenses in the customer's name and ships all documentation and licensing information to the customer with the server. The customer is responsible for maintaining all third party software licenses.

6.3. In the event of a server hardware failure at the customer site, Sensus will provide replacement Sensus proprietary software (e.g., FlexWare) either on digital media or downloadable from an internet site, as necessary. The method of software redistribution is at Sensus' discretion. The customer is responsible for re-installing the replacement software. Sensus installation support due to hardware failure is not covered under this standard customer support program but may be provided as a fee-based service.

6.4. Sensus provides online documentation for Sensus products through the Sensus User Forum (http://myflexnetsystem.com/Module/User/Login). All Sensus customers are provided access to this online database, which includes operation, configuration and technical manuals. Sensus also hosts periodic user group teleconferences to facilitate the interchange of product ideas, product enhancements, and overall customer experiences. The customer shall provide names and email accounts to Sensus so Sensus may provide access to the Portal.

6.5. Specialized support from Sensus is available on a fee basis to address support issues outside the scope of this support plan or if not covered under another specific maintenance contract. For example, specialized systems integration services or out of warranty network equipment repair that is not covered under a separate maintenance contract.

Exhibit B – Intentionally Omitted
Exhibit C – Intentionally Omitted

Exhibit D
Software Listing

THIRD PARTY SOFTWARE		
	Software	**Version**
BUNDLED THIRD PARTY SOFTWARE	Apache Tomcat	Version 5.5.23
	Apache Camel	Version 2.5
	Geos	Version 2.2.3-1
	Java	Version 1.6.20
	JMS/Active MQ	Version 5.4.2
	Ntpd	Version 3.9
	Open LDAP	Version 2.3.43-3
	Open SSH	Version 4.4
	Open SSL	Version 0.9.8e-7
	Perl	Version 5.8.8
	PostgreSQL	Version 8.4
	Spring Framework	Version 3.0.5
	Apache HTTP Server	Version 2.2.3
	copSSH	Version 2.1.0
	cURL	Version 7.15.5-2
	PostGIS	Version 1.3.5-1
	Sarissa	Version 0.9.7.1
	ImageMagick	Version 6.2.8.0-4
	Ghostscript	Version 8.15.2-9.4
NON-BUNDLED THIRD PARTY SOFTWARE	Database:	
	MS Windows Server 2003 (Stats)	Enterprise Edition (64 bit installation)
	MS Windows Server 2008 (Database/Parser)	Enterprise Edition (64 bit installation)
	RedHat Linux	RedHat Enterprise Linux AS 5.8.Premium Edition
	Big Brother or HP Open View	Version 3.1 Version 7.51 or newer
	Red Gate SQL Backup or Veritas Netbackup	Standard Edition Version 6.0 or newer
	Google Earth	Version 4.1 or newer

SENSUS SOFTWARE LIST		
	Software	**Version**
FLEXWARE™ SOFTWARE	Sensus RNI	Version 3.x
	FlexNet Base Station Software	Version 100120
DA SOFTWARE	PowerVista™ Application	Customer will only have a license to the DA Software ONLY TO THE EXTENT (i) pricing for the specific item of DA Software is specifically included in Exhibit D to this Agreement; and (ii) Customer is current in its payments for that specific item of DA Software
	SCADA-Xchange™ Software	

HARRIS SOFTWARE LIST	
MeterSense MDM (Logic)	Customer will only have a license to the Harris Software ONLY TO THE EXTENT (i) pricing for the specific item of Harris Software is specifically included in Exhibit D to this Agreement; and (ii) Customer is current in its payments for that specific item of Harris Software The MeterSense MDM (Logic) requires the Customer to use oracle 11g standard Edition License and requires the Customer to use RedHat Enterprise Linux AS 6.2 Premium Edition.
Rules Editor	
Outage Supervision	
Advanced Reporting	
Distribution Optimization	
Customer & Home Connect	
Weather Data Interface	
Interface to Customer Information System (CIS)	
Interface to Geographic Information System (GIS)	
Supervisory Control and Data Acquisition (SCADA) Integration	

If Sensus is providing Customer with a license to use Harris Software, Customer agrees to the following:

Customer License Agreement

1. No license is given to the Customer for the source code to the Harris Software. The Customer agrees that it will not attempt to derive, or permit or help others to derive the source code relating to the Harris Software or attempt to otherwise convert or alter the Harris Software into human readable code. The Customer further agrees that it will not attempt to duplicate, or permit or help others to duplicate, the source code relating to the Harris Software.
2. The Customer shall have no right to modify the Harris Software supplied by Sensus for Customer's use under this Customer License Agreement without the prior written approval and direction of Sensus and Harris.
3. Customer shall not sublicense or permit the sublicense of any of the rights granted to the Customer related to the Harris Software.
4. The Customer agrees that it will not, except as otherwise expressly provided in this Customer License Agreement or except as dictated by Customer's standard computer system's backup procedures and/or test environments, make or allow others to make copies or reproductions of the Harris Software or other proprietary information in any form.
5. The Customer will ensure that the Universal Copyright Convention symbol and other copyright and proprietary notices of Harris will remain on the Harris Software in machine-readable form.
6. The Customer will take the same care to safeguard the Harris Software as it takes to safeguard its own confidential information and such care shall not be any less than would be taken by a reasonable person to safeguard its own confidential information.
7. No third party, other than duly authorized agents or employees of the Customer authorized pursuant to the licenses issued hereunder, shall have access to or use of the Harris Software.
8. To enable Harris to provide effective support, the Customer shall allow Harris to have remote access to the Harris Software and shall permit Harris to use online diagnostics if required during problem diagnosis

If Sensus is providing Customer with a license to use RedHat Linux Software, Customer agrees to the following:

By entering into this Agreement, Customer agrees to abide by and to be legally bound by the terms and conditions of the Red Hat End User License Agreements identified below, each of which are incorporated into this Agreement by reference and are available at the websites identified below. Please read the Red Hat End User License Agreements and incorporated references carefully.

Subscription:	End User License Agreement:
Red Hat Enterprise Linux	http://www.redhat.com/licenses/rhel_rha_eula.html
JBoss Enterprise Middleware	http://www.redhat.com/licenses/jboss_eula.html

Exhibit E
Pricing

Section 1.1 Pricing Information

Escalation. Customer shall pay for all goods and services rendered by Sensus hereunder at the prices set forth in this Exhibit E or in the Quote referenced on the first page. Such Quote is incorporated into this Exhibit E by reference. The pricing in Exhibit E shall remain firm until the Trigger Date (as defined on the first page of the Agreement). Starting on the Trigger Date, and on each anniversary of the Trigger Date thereafter, the pricing in Exhibit E shall automatically adjust to equal the summation of (i) the amount charged for such pricing component during the immediately preceding year ("Base Amount"); plus (ii) the product of the Base Amount multiplied by the percentage rate of increase in the Escalator(s) during the immediately preceding year (which product shall not be less than zero, such that the pricing in Exhibit E cannot decrease under this section). The Escalator(s) will be calculated utilizing the Escalator(s) published the month prior to the anniversary of the Trigger Date compared to the equivalent month from one year earlier to determine the escalation. For example, if the Trigger Date occurs in January 2015, the Escalator(s) will be calculated by comparing December 2013 and December 2014 figures.

Equipment. Invoices for all Field Devices, RF Field Equipment, Server Hardware and any other goods sold by Sensus hereunder shall be delivered along with the relevant goods.

Third Party Devices. In cases where Customer requests or requires Sensus to deliver SmartPoint Modules to a third party meter manufacturer (or any other third party), payment for such modules is due within thirty (30) days of the invoice date to such manufacturer or other third party, irrespective of how long it takes such third party to deliver the SmartPoint Modules to Customer.

Services. Invoices for Ongoing Fees and services shall be delivered annually or monthly, as applicable, in advance. Invoices for other services shall be delivered upon completion of the applicable service.

Invoices and Payment. Customer shall make payment on all invoices in accordance with the Local Government Prompt Payment Act (the "Act"), Sections 218.70 through 218.79, Florida Statutes. Under this Act, the terms for non-construction services shall apply to this Agreement. . Sensus reserves the right to establish credit limits for Customer and may require full or partial payment prior to shipment of any goods or commencement of any services provided hereunder. All payments shall be made via electronic payment to the account(s) indicated by Sensus from time to time, unless Sensus requests a change in payment methods in writing.

Late Payments. Any invoices not disputed in good faith by Customer which Customer does not pay within the time provided in this Agreement shall bear interest at the lower of (i) one percent (1%) per month up to a maximum of twelve percent (12%) per year per the Act; or (ii) the highest rate permitted by applicable law (collectively, "Interest Rate").

Disputed Invoices. If Customer disputes an invoice, it shall give written notice of the dispute to Sensus within 30 days of the invoice date. If it does not do so, the entire invoice shall be deemed payable without reduction, set off, or claim. If Customer gives written notice of the dispute within the required thirty (30) days, it shall, at such time as the notice is given, pay the undisputed amount of the invoice and the disputed portion shall be resolved by the parties or, if necessary, under the dispute resolution provisions of this Agreement. If it is ultimately determined that some or all of the disputed amount was payable, that amount shall bear interest from the original due date until Customer pays it at the Interest Rate

Withholding. Customer may withhold payment on an invoice for defective goods and services.

Taxes. All prices quoted are exclusive of federal, state and municipal taxes. Customer shall be liable for all sales, use and other taxes (whether local, state or federal) imposed on this Agreement or the goods, services, licenses, and/or other rights provided to Customer hereunder.

Delivery and Packaging. Customer shall pay for delivery of the Equipment from Sensus' or Sensus' contracted manufacturers' factory to Customer's warehouse. Sensus reserves the right to select the manner in which Equipment is packaged. Quoted prices include regular packing. Special requirements for packing will be subject to extra charges. Shipping and completion dates quoted by Sensus are made in good faith but are not guaranteed.

Address for Purchase Orders. All purchase orders shall be sent to the address listed below. Sensus may change this address at any time, upon written notice to the Customer (such notice may be provided via email).

Sensus USA Inc.
PO Box 487
Uniontown, PA 15401
Attn Customer Service
Fax: 800-888-2403
Email: icon.support@sensus.com

Exhibit E – Pricing – Continued

1. **RNI Hardware and Software Upgrades.**

   a. **Sensus shall:**

      i. Deliver the Components, as defined below, after receipt of a valid purchase order.

      ii. Provide the support described below.

   b. **Customer shall:**

      i. Purchase from Sensus the hardware, software, and services listed below (collectively, "Components"). The Components will be invoiced upon delivery.

Components		
Quantity	**Description**	**Cost to Customer**
1	Dell R420 Linux Server	$7,000.00
1	Dell R420 Win Database Server	$7,000.00
1	Dell R420 Linux Oracle Server	$5,500.00
1	RNI Setup and Configuration	$5,000.00
1	Logic Software/License ("Harris Software")	$41,000.00
	Total Components Purchase:	**$65,500.00**

      ii. Purchase from Sensus the ongoing fees listed below ("Ongoing Fees"). The Ongoing Fees will be invoiced annually in advance. The Ongoing Fees will commence upon delivery of the Components.

Ongoing Fees		
Quantity	**Description**	**Cost to Customer (Annually)**
1	Annual Support – software license/renewal/support	$10,250.00
2	FlexNet Base Station annual support	$3,125.00 per base station per year (total of $6,250.00 per year)
	Total Ongoing Fees:	**$16,500.00 per year**

EXHIBIT F

FCC LICENSE(S) AND LICENSED FREQUENCIES

Call Sign	Market Number	Channel Block	Market Name
KNKV203	NWA255	N3	U.S. and Possessions

EXHIBIT G

GEOGRAPHIC BOUNDARIES OF UTILITY'S SERVICE AREA

Channels (Base/Remote Frequency)	**Locations** (Coordinates)
901.100-901.150 MHz uplink, 940.100-940.150 MHz downlink	29 05 05.2 N, 080 55 30.4 W 29 05 06.1 N, 080 55 27.3 W 29 04 44.5 N, 080 55 13.2 W 29 04 23.2 N, 080 55 18.8 W 29 04 14.2 N, 080 55 32.7 W 29 04 18.8 N, 080 55 41.5 W 29 04 36.7 N, 080 55 51.6 W 29 04 52.3 N, 080 56 05.6 W 29 04 55.8 N, 080 56 13.5 W 29 04 42.1 N, 080 56 41.6 W 29 05 13.2 N, 080 57 01.1 W 29 05 14.8 N, 080 57 08.7 W 29 05 12.3 N, 080 57 18.1 W 29 05 09.0 N, 080 57 37.3 W 29 05 08.2 N, 080 57 50.6 W 29 05 04.5 N, 080 57 54.5 W 29 04 49.9 N, 080 58 18.4 W 29 04 50.4 N, 080 59 06.3 W 29 04 41.0 N, 080 59 13.9 W 29 04 37.4 N, 080 59 21.0 W 29 04 39.8 N, 080 59 34.5 W 29 04 37.0 N, 080 59 34.5 W 29 04 37.0 N, 080 59 38.0 W 29 04 39.9 N, 080 59 51.0 W 29 04 01.2 N, 080 59 50.4 W 29 04 01.4 N, 080 59 35.1 W 29 03 48.4 N, 080 59 35.1 W 29 03 48.0 N, 081 00 05.1 W 29 02 41.1 N, 081 00 03.9 W 29 02 50.0 N, 081 00 07.3 W 29 02 52.6 N, 081 00 09.3 W 29 02 53.1 N, 081 00 11.5 W 29 02 49.6 N, 081 00 51.3 W 29 02 49.6 N, 081 00 53.6 W 29 03 04.4 N, 081 02 23.5 W 29 03 03.6 N, 081 02 34.3 W 29 03 48.3 N, 081 02 34.8 W 29 03 48.2 N, 081 02 40.7 W 29 04 02.6 N, 081 02 40.9 W 29 04 02.8 N, 081 02 35.2 W 29 04 06.7 N, 081 02 35.2 W 29 04 06.7 N, 081 02 35.2 W 29 04 07.0 N, 081 02 03.8 W 29 04 09.8 N, 081 01 57.5 W 29 04 13.5 N, 081 02 00.7 W

	29 04 18.5 N, 081 01 59.4 W 29 04 19.7 N, 081 01 56.5 W 29 04 26.6 N, 081 02 05.4 W 29 04 43.5 N, 081 02 10.4 W 29 04 44.5 N, 081 02 14.7 W 29 04 53.7 N, 081 02 16.6 W 29 05 05.8 N, 081 02 10.3 W 29 05 11.3 N, 081 02 09.3 W 29 05 14.9 N, 081 02 11.9 W 29 05 16.3 N, 081 02 33.4 W 29 05 17.8 N, 081 02 35.4 W 29 05 20.7 N, 081 02 33.8 W 29 05 21.2 N, 081 02 35.7 W 29 05 15.3 N, 081 02 35.7 W 29 05 06.3 N, 081 02 54.8 W 29 05 04.1 N, 081 02 54.9 W 29 05 04.0 N, 081 03 02.4 W 29 05 04.5 N, 081 03 01.5 W 29 05 04.2 N, 081 02 59.6 W 29 05 05.7 N, 081 02 56.9 W 29 05 08.4 N, 081 02 58.7 W 29 05 10.3 N, 081 02 56.6 W 29 05 10.5 N, 081 02 52.5 W 29 05 08.6 N, 081 02 50.2 W 29 05 13.2 N, 081 02 51.5 W 29 05 13.7 N, 081 02 50.5 W 29 05 13.8 N, 081 02 50.5 W 29 05 30.2 N, 081 02 50.5 W 29 05 29.8 N, 081 03 21.0 W 29 06 24.9 N, 081 03 23.0 W 29 06 22.5 N, 081 04 07.7 W 29 06 50.5 N, 081 04 12.8 W 29 06 50.6 N, 081 03 53.4 W 29 06 51.1 N, 081 03 53.4 W 29 06 51.1 N, 081 04 00.8 W 29 06 57.3 N, 081 04 00.9 W 29 06 57.4 N, 081 03 53.4 W 29 07 17.1 N, 081 03 53.6 W 29 07 17.0 N, 081 04 16.0 W 29 07 44.0 N, 081 04 25.4 W 29 07 44.0 N, 081 03 03.0 W 29 07 51.8 N, 081 03 07.2 W 29 07 51.8 N, 081 02 51.6 W 29 08 22.9 N, 081 03 25.0 W 29 08 30.3 N, 081 03 07.2 W 29 08 30.1 N, 081 02 41.9 W 29 09 17.7 N, 081 02 41.8 W 29 09 17.5 N, 081 02 07.4 W 29 09 41.0 N, 081 02 07.3 W 29 09 48.8 N, 081 01 47.8 W 29 09 09.5 N, 081 01 26.2 W 29 09 13.1 N, 081 01 17.4 W 29 09 04.2 N, 081 01 12.7 W

	29 09 04.1 N, 081 01 12.6 W 29 09 03.9 N, 081 01 18.6 W 29 08 58.1 N, 081 01 15.7 W 29 09 02.6 N, 081 01 04.7 W 29 08 51.5 N, 081 00 58.9 W 29 08 54.7 N, 081 00 51.1 W 29 08 49.0 N, 081 00 48.1 W 29 08 51.9 N, 081 00 41.1 W 29 08 57.5 N, 081 00 44.1 W 29 09 12.2 N, 081 00 43.7 W 29 09 15.0 N, 081 00 37.1 W 29 09 11.5 N, 081 00 27.1 W 29 08 54.3 N, 081 00 17.8 W 29 08 57.8 N, 081 00 10.7 W 29 09 01.8 N, 081 00 12.9 W 29 09 01.9 N, 081 00 13.0 W 29 09 01.7 N, 080 59 36.9 W 29 08 57.8 N, 080 59 36.9 W 29 09 21.2 N, 080 58 36.1 W 29 10 14.5 N, 080 59 09.3 W 29 10 28.1 N, 080 59 14.4 W 29 10 36.0 N, 080 58 53.6 W

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 2/16/2021

Consent item: Yes

SUBJECT: (B8) Resolution No. 21-6 - Budget Appropriation - FY20 Carryover of Open Encumbrances and Project Budgets

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 21-6.

SUMMARY: Budget appropriations lapsed when the City's fiscal year ended on September 30, 2020. The attached Resolution re-establishes appropriations for funding open purchase orders and projects that were either not completed or started by the fiscal year end. These carryover appropriation re-establish proper budget funding and budgetary alignment of projects. The operating funds have the required equity balances after appropriations by this resolution.

Project No.: Funding Account No.:

Presenter: Scott Neils

ATTACHMENTS:

1.	Budget Resolution No. 21-6 with exhibit	Reso 21-6.pdf
2.	Budget Resolution 21-6 FY20 PROJECT AND ENC CARRYFORWARD FINAL	Copy of j Bud Reso 21-6 FY20 PROJECT AND ENC CARRYFORWARD FINAL (CC 2-16-21).pdf

Robin Fenwick	Created/Initiated - 9/25/2020
Lupe Reyna-Coffin	Approved - 2/2/2021
Scott Neils	Approved - 2/4/2021
Matthew Jones	Approved - 2/4/2021
Jamie Miller	Approved - 2/4/2021
Robin Fenwick	Final Approval - 2/4/2021

RESOLUTION NO. 21-6

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROPRIATING FUNDS FOR PROJECT CARRY OVER AND OPEN ENCUMBRANCE CARRY OVER FUNDS FROM FISCAL YEAR 2020 TO FISCAL YEAR 2021 BUDGET; SETTING FORTH REVENUES AND EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange has certain projects initiated prior to the fiscal year commencing October 1, 2020, which remain incomplete and will carry over from the current fiscal year to the ensuing fiscal year; and

WHEREAS, the City Council desires to appropriate the necessary carry over funds for the continuation and completion of certain City operations and continuing projects and to set forth and appropriate 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 project carryover funds and funds encumbered with open Purchase Orders are hereby appropriated as set forth in Composite Exhibit A, attached hereto, which reflects revenues and corresponding expenditures for the designated projects for the fiscal year 2021 budget.

Section 2. The budget items adopted in the preceding section shall govern the expenditures relating to such items for the City during the ensuing 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 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

FY21 BUDGET ADJUSTMENT
REVENUE FOR EN & PROJ ROLLOVER
ALL FUNDS SUMMARY

Fund #	Amount	Revenue Account	Amount
001	853,254	380000 - Appropriated Fund Balance	853,254
106	85,851	380000 - Appropriated Fund Balance	85,851
109	1,310,834	380000 - Appropriated Fund Balance	1,310,834
110	650,030	330000 - Federal Grant Revenue	650,030
199	1,582,416	330000 - Federal Grant Revenue	1,582,416
301	86,490	330000 - State Grant Revenue	86,490
301	2,130,792	380000 - Appropriated Fund Balance	2,130,792
306	52,326	380000 - Appropriated Fund Balance	52,326
311	606,069	380000 - Appropriated Fund Balance	606,069
312	3,872	330000 - State Grant Revenue	3,872
312	469,597	380000 - Appropriated Fund Balance	469,597
317	138,740	330000 - Federal Grant Revenue	138,740
317	1,207,107	380000 - Appropriated Fund Balance	1,207,107
401	5,023,957	380000 - Appropriated Fund Balance	5,023,957
403	5,681,910	380000 - Appropriated Fund Balance	5,681,910
405	4,858,628	380000 - Appropriated Fund Balance	4,858,628
410	39,517	380000 - Appropriated Fund Balance	39,517
412	5,447,058	380000 - Appropriated Fund Balance	5,447,058
416	19,231	380000 - Appropriated Fund Balance	19,231
420	3,214	380000 - Appropriated Fund Balance	3,214
450	9,684	380000 - Appropriated Fund Balance	9,684
501	23,920	380000 - Appropriated Fund Balance	23,920
503	1,845	380000 - Appropriated Fund Balance	1,845
504	179	380000 - Appropriated Fund Balance	179
505	1,005,032	380000 - Appropriated Fund Balance	1,005,032
506	197,970	380000 - Appropriated Fund Balance	197,970
607	237,900	380000 - Appropriated Fund Balance	237,900
611	1,348,900	380000 - Appropriated Fund Balance	1,348,900
TOTAL	**33,076,322**		**33,076,322**

COMPOSITE EXHIBIT A **Resolution No. 21-6**

FY2020 **General Fund (#001)**
PREPARED: **February 2, 2021**
FINANCE: **Finance Staff**

	BUDGET INCREASE(DECREASE)
REVENUES:	
APPROPRIATED EQUITY	**853,254**
TOTAL REVENUES:	**853,254**
EXPENDITURES:	
Non Departmental	**54,511**
City Manager	**125,293**
Legal	**51,424**
City Clerk	**428**
Finance	**23,906**
Human Resources	**22,371**
Community Development	**109,762**
Fire Department	**113,323**
Police Department	**56,208**
Public Works	**47,228**
Parks Maintenance	**229,077**
Recreation	**2,817**
Athletics	**16,905**
TOTAL EXPENDITURES:	**853,254**

COMPOSITE EXHIBIT A **Resolution No. 21-6**

FY2020 **Recreation Facilities (#106)**
PREPARED: **February 2, 2021**
FINANCE: **Finance Staff**

	BUDGET INCREASE(DECREASE)
REVENUES:	
APPROPRIATED EQUITY	**85,851**
TOTAL REVENUES:	**85,851**
EXPENDITURES:	
Non-Departmental	**85,851**
TOTAL EXPENDITURES:	**85,851**

COMPOSITE EXHIBIT A **Resolution No. 21-6**

FY2020 **Building Special Revenue (#109)**
PREPARED: **February 2, 2021**
FINANCE: **Finance Staff**

	BUDGET INCREASE(DECREASE)
REVENUES:	
APPROPRIATED EQUITY	**1,310,834**
TOTAL REVENUES:	**1,310,834**
EXPENDITURES:	
CD Building	**1,310,834**
TOTAL EXPENDITURES:	**1,310,834**

COMPOSITE EXHIBIT A **Resolution No. 21-6**

FY2020 **CDBG Special Revenue (#110)**
PREPARED: **February 2, 2021**
FINANCE: **Finance Staff**

	BUDGET INCREASE(DECREASE)
REVENUES:	
Federal Grants	**650,030**
TOTAL REVENUES:	**650,030**
EXPENDITURES:	
CDBG Expense	**650,030**
TOTAL EXPENDITURES:	**650,030**

COMPOSITE EXHIBIT A **Resolution No. 21-6**

FY2020 **Grants Revenue (199)**
PREPARED: **February 2, 2021**
FINANCE: **Finance Staff**

	BUDGET INCREASE(DECREASE)
REVENUES:	
Federal Grants	**1,582,416**
TOTAL REVENUES:	**1,582,416**
EXPENDITURES:	
Grant Expense	**1,582,416**
TOTAL EXPENDITURES:	**1,582,416**

COMPOSITE EXHIBIT A **Resolution No. 21-6**

FY2020 **Capital Projects Fund #(301)**
PREPARED: **February 2, 2021**
FINANCE: **Finance Staff**

	BUDGET INCREASE(DECREASE)
REVENUES:	
FDOT LAP 435591-1-58/68-01 ***Dunlawton Street Light Improvement - City Project AIO016**	**86,490**
APPROPRIATED EQUITY	**2,130,792**
TOTAL REVENUES:	**2,217,282**
EXPENDITURES:	
Public Works	**2,217,282**
TOTAL EXPENDITURES:	**2,217,282**

COMPOSITE EXHIBIT A **Resolution No. 21-6**

FY2020 **Transportation Capital Projects Fund (306)**
PREPARED: **February 2, 2021**
FINANCE: **Finance Staff**

	BUDGET INCREASE(DECREASE)
REVENUES:	
APPROPRIATED EQUITY	**52,326**
TOTAL REVENUES:	**52,326**
EXPENDITURES:	
Public Works	**52,326**
TOTAL EXPENDITURES:	**52,326**

COMPOSITE EXHIBIT A **Resolution No. 21-6**

FY2020 **Fire Impact Fee Fund (#311)**
PREPARED: **February 2, 2021**
FINANCE: **Finance Staff**

	BUDGET INCREASE(DECREASE)
REVENUES:	
APPROPRIATED EQUITY	**606,069**
TOTAL REVENUES:	**606,069**
EXPENDITURES:	
Fire Services	**606,069**
TOTAL EXPENDITURES:	**606,069**

COMPOSITE EXHIBIT A **Resolution No. 21-6**

FY2020 **Transportation Impact Fee Fund (#312)**
PREPARED: **February 2, 2021**
FINANCE: **Finance Staff**

	BUDGET INCREASE(DECREASE)
REVENUES:	
FDOT LAP Revenue 435539-1-38-01	**3,872**
***North Spruce Creek Road Sidewalk - City Project OMI017**	
APPROPRIATED EQUITY	**469,597**
TOTAL REVENUES:	**473,469**
EXPENDITURES:	
Public Works	**473,469**
TOTAL EXPENDITURES:	**473,469**

COMPOSITE EXHIBIT A **Resolution No. 21-6**

FY2020 **General Capital Projects Fund #(317)**
PREPARED: **February 2, 2021**
FINANCE: **Finance Staff**

	BUDGET INCREASE(DECREASE)
REVENUES:	
FIND Grant VOPO17-123E	**138,740**
***North Pier Causeway Docks - City Project QPC081**	
APPROPRIATED EQUITY	**1,207,107**
TOTAL REVENUES:	**1,345,847**
EXPENDITURES:	
NON-DEPARTMENTAL	**1,345,847**
TOTAL EXPENDITURES:	**1,345,847**

COMPOSITE EXHIBIT A **Resolution No. 21-6**

FY2020 **Water Sewer Operating Fund (#401)**
PREPARED: **February 2, 2021**
FINANCE: **Finance Staff**

	BUDGET INCREASE(DECREASE)
REVENUES:	
APPROPRIATED EQUITY	**5,023,957**
TOTAL REVENUES:	**5,023,957**
EXPENDITURES:	
Customer Service	**45,515**
Water Production	**284,363**
Non-Departmental	**2,123,685**
Wastewater Treatment	**1,420,831**
Meter Shop	**12,439**
Water/Sewer Distribution	**830,401**
Administration	**302,620**
Warehouse	**4,102**
TOTAL EXPENDITURES:	**5,023,957**

COMPOSITE EXHIBIT A **Resolution No. 21-6**

FY2020 **WS R&R Fund (#403)**
PREPARED: **February 2, 2021**
FINANCE: **Finance Staff**

	BUDGET INCREASE(DECREASE)
REVENUES:	
APPROPRIATED EQUITY	**5,681,910**
TOTAL REVENUES:	**5,681,910**
EXPENDITURES:	
Non-Departmental	**5,681,910**
TOTAL EXPENDITURES:	**5,681,910**

COMPOSITE EXHIBIT A **Resolution No. 21-6**

FY2020 **WS Impact Fund (#405)**
PREPARED: **February 2, 2021**
FINANCE: **Finance Staff**

	BUDGET INCREASE(DECREASE)
REVENUES:	
APPROPRIATED EQUITY	**4,858,628**
TOTAL REVENUES:	**4,858,628**
EXPENDITURES:	
Water and Sewer	**4,858,628**
TOTAL EXPENDITURES:	**4,858,628**

COMPOSITE EXHIBIT A **Resolution No. 21-6**

FY2020 **Solid Waste Fund (#410)**
PREPARED: **February 2, 2021**
FINANCE: **Finance Staff**

	BUDGET INCREASE(DECREASE)
REVENUES:	
APPROPRIATED EQUITY	**39,517**
TOTAL REVENUES:	**39,517**
EXPENDITURES:	
Solid Waste	**39,517**
TOTAL EXPENDITURES:	**39,517**

COMPOSITE EXHIBIT A **Resolution No. 21-6**

FY2020 **Drainage Fund (#412)**
PREPARED: **February 2, 2021**
FINANCE: **Finance Staff**

	BUDGET INCREASE(DECREASE)
REVENUES:	
APPROPRIATED EQUITY	**5,447,058**
TOTAL REVENUES:	**5,447,058**
EXPENDITURES:	
Drainage	**5,447,058**
TOTAL EXPENDITURES:	**5,447,058**

COMPOSITE EXHIBIT A **Resolution No. 21-6**

FY2020 **Wetland Mitigation Fund (#416)**
PREPARED: **February 2, 2021**
FINANCE: **Finance Staff**

	BUDGET INCREASE(DECREASE)
REVENUES:	
APPROPRIATED EQUITY	**19,231**
TOTAL REVENUES:	**19,231**
EXPENDITURES:	
Wetland Mitigation	**19,231**
TOTAL EXPENDITURES:	**19,231**

COMPOSITE EXHIBIT A **Resolution No. 21-6**

FY2020 **Forestry Fund (#420)**
PREPARED: **February 2, 2021**
FINANCE: **Finance Staff**

	BUDGET INCREASE(DECREASE)
REVENUES:	
APPROPRIATED EQUITY	**3,214**
TOTAL REVENUES:	**3,214**
EXPENDITURES:	
Forestry	**3,214**
TOTAL EXPENDITURES:	**3,214**

COMPOSITE EXHIBIT A **Resolution No. 21-6**

FY2020 **Golf Course Fund (#450)**
PREPARED: **February 2, 2021**
FINANCE: **Finance Staff**

	BUDGET INCREASE(DECREASE)
REVENUES:	
APPROPRIATED EQUITY	**9,684**
TOTAL REVENUES:	**9,684**
EXPENDITURES:	
Non-Departmental	**9,684**
TOTAL EXPENDITURES:	**9,684**

COMPOSITE EXHIBIT A **Resolution No. 21-6**

FY2020 **Information Technology Fund (#501)**
PREPARED: **February 2, 2021**
FINANCE: **Finance Staff**

	BUDGET INCREASE(DECREASE)
REVENUES:	
APPROPRIATED EQUITY	**23,920**
TOTAL REVENUES:	**23,920**
EXPENDITURES:	
Information Technology	**23,920**
TOTAL EXPENDITURES:	**23,920**

COMPOSITE EXHIBIT A **Resolution No. 21-6**

FY2020 **Vehicle Maintenance Fund (#503)**
PREPARED: **February 2, 2021**
FINANCE: **Finance Staff**

	BUDGET INCREASE(DECREASE)
REVENUES:	
APPROPRIATED EQUITY	**1,845**
TOTAL REVENUES:	**1,845**
EXPENDITURES:	
Vehicle Maintenance	**1,845**
TOTAL EXPENDITURES:	**1,845**

COMPOSITE EXHIBIT A **Resolution No. 21-6**

FY2020 **Risk Management Fund (#504)**
PREPARED: **February 2, 2021**
FINANCE: **Finance Staff**

	BUDGET INCREASE(DECREASE)
REVENUES:	
APPROPRIATED EQUITY	**179**
TOTAL REVENUES:	**179**
EXPENDITURES:	
Vehicle Maintenance	**179**
TOTAL EXPENDITURES:	**179**

COMPOSITE EXHIBIT A **Resolution No. 21-6**

FY2020 **Lease & Replacement Fund (#505)**
PREPARED: **February 2, 2021**
FINANCE: **Finance Staff**

	BUDGET INCREASE(DECREASE)
REVENUES:	
APPROPRIATED EQUITY	**1,005,032**
TOTAL REVENUES:	**1,005,032**
EXPENDITURES:	
Capital Expenditures	**1,005,032**
TOTAL EXPENDITURES:	**1,005,032**

COMPOSITE EXHIBIT A **Resolution No. 21-6**

FY2020 **Building Maintenance Fund (#506)**
PREPARED: **February 2, 2021**
FINANCE: **Finance Staff**

	BUDGET INCREASE(DECREASE)
REVENUES:	
APPROPRIATED EQUITY	**197,970**
TOTAL REVENUES:	**197,970**
EXPENDITURES:	
Building Maintenance Dept	**197,970**
TOTAL EXPENDITURES:	**197,970**

COMPOSITE EXHIBIT A **Resolution No. 21-6**

FY2020 **Police Forfeiture Fund (#607)**
PREPARED: **February 2, 2021**
FINANCE: **Finance Staff**

	BUDGET INCREASE(DECREASE)
REVENUES:	
APPROPRIATED EQUITY	**237,900**
TOTAL REVENUES:	**237,900**
EXPENDITURES:	
Police Services	**237,900**
TOTAL EXPENDITURES:	**237,900**

COMPOSITE EXHIBIT A **Resolution No. 21-6**

FY2020 **Recreation Impact Fund (#611)**
PREPARED: **February 2, 2021**
FINANCE: **Finance Staff**

	BUDGET INCREASE(DECREASE)
REVENUES:	
APPROPRIATED EQUITY	**1,348,900**
TOTAL REVENUES:	**1,348,900**
EXPENDITURES:	
Recreation Dept.	**1,348,900**
TOTAL EXPENDITURES:	**1,348,900**

Open Encumbrance and Project Balance Carryover Listing from FY20 to FY21								
ACCOUNT #	**FY20-21**	**PROJECT #**	**PROJECT DESC/VENDOR NAME**	**PO #**	**ENC DATE**	**VENDOR #**	**PO'S ONLY - ALL**	
001 - 510000 - Other Prof Svcs	26,100.00	TBD	Maximum - Cost Allocation Study					
001-1000-519.52-19	395.00	AIO021	CM YOUTH ADVISORY BOARD					
001 - 510000 - Other Prof Svcs	28,016.25		Collaborative Solutions	000559	6/29/2020		28,016.25	
Non-Departmental Total:	**54,511.25**						**28,016.25**	
001-510000 - Other Contracted Svcs	3,604.00		Halifax Humane Society	000663	8/24/2020		3,604.00	
001-1200-512.40-10	745.00	AIO037	CM Change Mgmt Certifictn					
Moved from Non Departmental	114,000.00	AIO036	CM Early Retirement Program					
001-1200-512.64-00	6,944.00	ZMI003	CM CITY TELEVISION STA					
City Manager Total:	**125,293.00**						**3,604.00**	
001 - 510000 - Contractual Svcs	4,684.80		Gray Robinson PA	000042	1/15/2020	Gray Robinson PA	4,684.80	
001 - 510000 - Contractual Svcs	15,438.70		Kinsey, Vincent	000046	1/16/2020	Kinsey, Vincent	15,438.70	
001 - 510000 - Contractual Svcs	570.00		David D. Fuller, Jr., P.a.	000048	1/16/2020	David D. Fuller, Jr., P.a.	570.00	
001 - 510000 - Contractual Svcs	730.50		Rutledge Excenia PA	000468	5/1/2020		730.50	
001 - 510000 - Contractual Svcs	30,000.00		Michael Kahn PA	000549	6/22/2020		30,000.00	
Legal Services Total:	**51,424.00**						**51,424.00**	
001 - 510000 - Other Contracted Svcs	428.60		Simplifile Llc	000676	9/9/2020		428.60	
City Clerk Total:	**428.60**						**428.60**	
001-1600-513.31-13	10,905.00	ZMI074	FN FA Land Clean-Up - CPA					
001-1600-513.40-10	7,000.00	ZMI073	FN FinanceCertifictnProg					
001-1600-513.49-14	5,001.00	ZMI075	FN Fin Conf Room Rehab					
001-1600-513.49-20	1,000.00	ZMI075	FN Fin Conf Room Rehab					
Finance Total:	**23,906.00**						**0.00**	
001 - 510000 - Other Prof Svcs	1,300.00		Norman E Hoffman	000304	2/19/2020		1,300.00	
Contractual Services	21,071.00	ZMI037	ITDoc Collaboration EOC Software					
Human Resources Total:	**22,371.00**						**1,300.00**	
001 - 510000 - Other Cont Svcs	13,780.70		Kimley-Horn and Associates Inc	000444	4/23/2020		13,780.70	
001-540000 - Equipment Inspec	376.00		Konica Minolta Business Solutins	000113	1/22/2020		376.00	
001 - 510000 - Other Prof Svcs	16,835.50		MEAD & HUNT, INC	000481	5/11/2020		16,835.50	
001 - 510000 - Other Cont Svcs	2,010.00		SLIGER & ASSOCIATES, INC.	000504	5/26/2020		2,010.00	
Contractual Servces	27,105.00	AIO200	CD Down Under Revitalization					
Other Services and Supplies	49,655.00	ZCV002	CM Historic Tree Mitigation					
CD Engineering Total:	**109,762.20**						**33,002.20**	
001 - 540000 - Equipment Non Capital	6,642.49		Pride Enterprises	000595	7/21/2020		6,642.49	
001 - 540000 - Books & Training Mtrls	2,700.00	FIR-TBD	Requested - AHA Books					
001 - 540000 - Equipment Non Capital	25,800.00	FIR-TBD	Requested - Furniture					
001-3100-522.31-13 -	11,500.00	FIR029	F LT/BC PromotionTesting					
001-3100-522.34-14	1,800.00	FIR015	F FS73 Interior Renovatns					
001-3100-522.34-14	21,000.00	FIR019	F Stress Tests for FF					
001-3100-522.40-10	29,328.00	FIR017	F Paramedics TrainingProg					
001-3100-522.48-04	1,292.00	FIR023	F PubRelProg DonatedFnds					
001-3100-522.49-02	3,119.00	FIR025	F Fire Insp Hrdwr & Sftwr					
001-3100-522.49-16	469.00	FIR025	F Fire Insp Hrdwr & Sftwr					
001-3100-522.49-20	1,500.00	FIR028	F TacticalVests/SWAT Gear					
001-3100-522.52-17	1,246.00	FIR001	F EMS TRAINING PROGRAMS					
001-3100-522.63-97	6,927.00	FIR024	F ConfinedSpaceTrainProps					
Fire Rescue Total:	**113,323.49**						**6,642.49**	
001 - 510000 - Contractual Svcs	17,108.00		Halifax Umane Society	000051	1/16/2020		17,108.00	
001 - 510000 - Contractual Svcs	15,374.60		Alterations by Lucy	000052	1/16/2020		15,374.00	
Services and Supplies - Recruiting	23,725.00	ZMI200	LE Police Recruiting					
Police Total:	**56,207.60**						**32,482.00**	
001-530000 - Grounds Maint	22,246.16		Verdego Llc	000166	1/28/2020		22,246.16	
001 - 530000 - Equipment Maint	6,225.26		County of Volusia	000170	1/28/2020		6,225.26	
001-4300-541.40-10	13,600.00	DIP064	P Asset Mgmt Software Sys					
001-4300-541.64-15	3,900.00	DIP064	P Asset Mgmt Software Sys					
Capital Outlay	1,257.00	AIO022	CD Dnlwtn Medians Ph I&II					
Public Works Total:	**47,228.42**						**28,471.42**	

Open Encumbrance and Project Balance Carryover Listing from FY20 to FY21								
ACCOUNT #	**FY20-21**	**PROJECT #**	**PROJECT DESC/VENDOR NAME**	**PO #**	**ENC DATE**	**VENDOR #**	**PO'S ONLY - ALL**	
001-4400-572.49-20	13,440.00	QPC054	R PARKS FURNISHINGS					
001-4400-572.63-97	4,637.00	QPC063	R Court Renovations					
001-4400-572.63-97	98,500.00	QPC067	R Fence,Dugout,Bkstp Rplc					
001-4400-572.63-97	10,000.00	QPC074	R Playground Replacements					
Capital Outlay	5,000.00	QPC200	R Coraci Park North					
Capital Outlay	97,500.00	QIO201	R Re-sod & Renovations Sprt Fields					
Parks Maintenance Total:	**229,077.00**						**0.00**	
Other Operating Supplies	17.00	QPC046	R Veterans Park Benches and Bricks					
001-5100-572.49-19	2,300.00	QPC059	R ParksFoundationCreation					
001-5100-572.52-19	500.00	QPC065	R Outdoor Public Art					
Recreation Total:	**2,817.00**							
001-5200-579.52-00	16,904.92	QPC087	R ADA BALLFIELD WALKWAYS					
Athletics Total:	**16,904.92**						**0.00**	
106-1000-572.46-15	11,471.48	QPC020	R YMCA REPAIRS					
106-1000-572.63-97	1,290.05	QPC047	R YMCA RESURFACE PARKING					
106-1000-572.63-97	16,790.00	QPC077	R YMCA Pool Resurfacing					
106-1000-572.63-97	56,299.00	QPC078	R YMCA Ext Rprs&Painting					
Recreation Facilities Total:	**85,850.53**						**0.00**	
109 - 510000 - Inspections	13,777.00		Universal Engineering Sciences	000085	1/20/2020		13,777.00	
109 - 540000 - Equipment Inspections	702.62		Konica Minolta Business Solutions	000113	1/22/2020		702.62	
109 - 510000 - Temp Services	6,713.55		Remedy Intelligent Staffig	000473	5/5/2020		6,713.55	
109 - 510000 - Temp Services	554.24		Daytona Employment (Ven LLC)	000615	7/28/2020		554.24	
109 - 510000 - Other Professional Svcs	75,000.00	CD-TBD	CD - Building Fee Study					
109 - 510000 - Other Professional Svcs	50,000.00	CD-TBD	CD - Building 2nd Floor Design Plan					
109-1901-515.31-13	16,794.00	ZMI064	CM LandMgmtApplClean-Up					
109-1901-515.31-63	900,000.00	ZMI057	CD Digital Plan Review					
109-1901-515.64-15	247,293.00	ZMI057	CD Digital Plan Review					
Building Special Rev Total:	**1,310,834.41**						**21,747.41**	
110-1904-554.61-00	191,778.00	DIP059	P Virginia/MonroeDrainIm					
110-1904-554.63-97	179,472.00	CDBG10	CM Curb&Grdrl SpCrkCanalV					
110-1904-554.63-97	10,995.00	DIP059	P Virginia/MonroeDrainIm					
Capital Outlay - Water Capital	267,785.00	DIP069						
CDBG Total:	**650,030.00**						**0.00**	
199 - Capital Outlay- Land Impr	124,921.16		Verdego Llc	000673	9/3/2020		124,921.16	
199 - Capital Outlay- Drainage Capital	20.00		SanPik, Inc	000587	7/15/2020		20.00	
199 - Capital Outlay- Land Impr	518.35		Zev Cohen & Assoc	000447	4/24/2020		518.35	
199 - Capital Outlay- Land Impr	850,000.00	AIO022	CD Dnlwtn Medians Ph I&II					
199 - CD - Capital Outlay	6,956.68	OMI017	CD N Spruce Creek Road Sidewalk	000371	3/23/2020	Sparks Concrete Llc	6,956.68	
199- Parks and Recreation	400,000.00	QPC082	R Rec Center Remodel (Gym)					
199- Parks and Recreation	200,000.00	XLG201	R Airport Rd Park Playground Rep					
	1,582,416.19						**132,416.19**	

Open Encumbrance and Project Balance Carryover Listing from FY20 to FY21								
ACCOUNT #	**FY20-21**	**PROJECT #**	**PROJECT DESC/VENDOR NAME**	**PO #**	**ENC DATE**	**VENDOR #**	**PO'S ONLY - ALL**	
301-4300-541-31-63	50,158.00	OMI002	P Charles St RR Crossing					
301-4300-541.46-03	17,822.00	IMI003	P EMG TRAFFIC CONTROL SYS					
301-4300-541.53-63	17,411.00	IMI001	P SIGNAGE					
301 - PW Other Supplies/Rd Material	150,073.00	IMI006	P GUARDRAIL REPAIRS					
301 - PW 510000 - Other Prof Svcs	2,554.00	IMI006	P GUARDRAIL REPAIRS					
301-4300-541.53-63	251,098.00	OMI007	P SIDEWALK MAINTENANCE					
301 PW - Capital Outlay - Sidewalk Co	153,469.00	OMI007	P SIDEWALK MAINTENANCE	000249	2/6/2020	Sparks Concrete LLC	153,469.00	
301 PW - 540000 - Road Materials	17,155.00	OMI007	P SIDEWALK MAINTENANCE					
301 - CD Capital Outlay - Sidewalk Co	86,490.00	AIO016	CD DnlwtnStreetLightImprv					
301 - CD Capital Outlay - Sidewalk Co	1,105.50	AIO016	CD DnlwtnStreetLightImprv	000329	3/2/2020	Mead and Hunt	1,105.50	
301 - CD Capital Outlay - Sidewalk Co	1,170.00	AIO016	CD DnlwtnStreetLightImprv	000441	4/23/2020	Traffic Eng Data Sol	1,170.00	
301 - CD Capital Outlay - Land Imp	1,485.00	AIO022	CD Dnlwtn Medians Ph I&II					
301 - CD Capital Outlay - Land Imp	2,925.93	AIO022	CD Dnlwtn Medians Ph I&II	000673	9/3/2020	Verdego LLC	2,925.93	
301-4300-541.63-97	8,500.00	IMI011	CD Dunlwtn WB R TurnLane					
301-4300-541.63-97	474,000.00	IMI014	P Curb & Guardrail Rplcmn					
301- CD Capital Outlay - Roads Cons	2,166.00	IMI200	CD APS & Sidewalk Gaps					
301-4300-541.63-97	1,552.00	OMI024	P MISC NEW SIDEWALKS					
301 PW Other Prof Svcs -	15,040.00	OMI034	P ADA Sidewalk Study					
301 PW Other Prof Svcs -	7,757.00	OMI002	P Charles St RR Crossing					
301-4300-541.63-97	725,000.00	PNC007	P YORKTOWNE MDL SEGMENT					
301-4300-541.63-97	2,000.00	PNC016	CD EB HerbSt Left TL Nova					
301-4300-541.63-97	2,000.00	PNC017	CD MadelineAve Med/TurnLn					
301-4300-541.63-97	8,000.00	PNC018	CD EB Dunl RT Lane ClydeM					
301 - CD Capital Outlay - Rd Cnst Eng	515.00	PNC020	CD Dunlawton Ave Existing					
301 - CD Capital Outlay - Rd Cnst Eng	2,000.00	PNC022	CD NB Clyde Morris Blvd RT					
301 - CD Capital Outlay - Rd Cnst Eng	1,834.00	PNC023	CD SB Clyde Morris Blvd RT (Willow)					
301 - CD Capital Outlay - Rd Cnst Eng	2,000.00	PNC024	CD SB Clyde Morris Blvd RT (Madln)					
301 - CD Capital Outlay - Rd Cnst Eng	2,000.00	PNC025	CD Spruce Creek Elem					
301-4300-541.63-97	172,875.64	POL046	P FY19 Road Program					
301 - PW Capital Outlay - Rds Paving	15,000.00	POL047	P FY20 Paving Program					
301 - PW Capital Outlay - Rds Paving	17,503.90	POL047	P FY20 Paving Program	000530	6/11/2020	Masci General Contr	17,503.90	
301-4300-541.64-15	4,621.75	DIP064	P Asset Mgmt Software Sys					
Capital Projects Total:	**2,217,281.72**						**176,174.33**	
306-4300-541.63-00 (To Proj AIO022)		PNC008	P DUNLAWTON/TAYLOR/YORKTO					
Capital Outlay - BT00091)	52,326.25	AIO022	CD Dunlawton Median Ph I & II	000673	9/3/2020	Verdego Llc	52,326.25	
Trans Capital Projects Total:	**52,326.25**						**52,326.25**	
311-3100-522.62-00	603,335.00	FIR027	F Training Facility/Tower					
311 - Fire - Capital Outlay- Fac & Impr	2,070.00	FIR027	F Training Facility/Tower	000673	6/10/2020	Universal Eng Sciences	2,070.00	
311-3100-522.64-00	664.37	FIR026	F PIERCE 107' AERIAL LADR					
Fire Impact Fee Total:	**606,069.37**						**2,070.00**	
312-4300-541.31-63	3,442.00	OMI017	CD N SPR CRK RD SIDEWALK	000371	3/23/2020	Sparks Concrete Llc	3,442.00	
312-4300-541.31-63- Contractual Svcs	113.50	OMI032	CD MadelineAve E Sidewalk					
312- Capital Outlay - Equipment Capital	23,000.00	OMI032	CD MadelineAve E Sidewalk					
312-4300-541.31-63	4,000.00	OMI033	CD Taylr/WillmsnFeasbStdy					
312-4300-541.31-63	2,000.00	OMI035	CD MadelineAveWestSidewlk					
312- Capital Outlay - Equipment Capital	28,000.00	OMI035	CD MadelineAveWestSidewlk					
312-4300-541.31-63	2,000.00	OMI037	CD TylrRd/ClydeM Intrsctr					
312-4300-541.63-97	429.54	OMI017	CD N SPR CRK RD SIDEWALK	000349	4/21/2020	Traffic Eng Data Sol	429.54	
312-Capital Outlay - Equipment Capital	31,840.46	OMI017	CD N SPR CRK RD SIDEWALK					
312-4300-541.63-97	4,350.00	OMI023	P WILLOW RUN SIDEWALK SO					
312-4300-541.63-97	5,013.00	OMI024	P MISC NEW SIDEWALKS					
312-4300-541.63-97	9,000.00	OMI036	CD Sidewalk Gap Project					
312-4300-541.63-97	238,280.00	PNC007	P YORKTOWNE MDL SEGMENT					
312-4300-541.63-97	52,000.00	PNC015	CD Yorktowne N. Segment					
312-4300-541.63-97	70,000.00	PNC019	CD SB RT Ln YorktowneBlvd					
Trans Impact Fee Total:	**473,468.50**						**3,871.54**	

Open Encumbrance and Project Balance Carryover Listing from FY20 to FY21								
ACCOUNT #	**FY20-21**	**PROJECT #**	**PROJECT DESC/VENDOR NAME**	**PO #**	**ENC DATE**	**VENDOR #**	**PO'S ONLY - ALL**	
317-1000-519.62-00	23,099.00	AIO014	R DLH City Center Annex					
317-1000-519.63-97	11,795.37	AIO022	CD Dnlwtn Medians Ph I&II	000435	4/21/2020	Mead and Hunt	11,795.37	
317- 510000 Other Contracted Srvc	34,638.35	AIO022	CD Dnlwtn Medians Ph I&II	000673	9/3/2020	Verdego Llc	34,638.35	
317-1000-519.63-97	3,729.00	AIO032	CD Landscape Imprv I-95					
317-1000-519.63-97	100,000.00	AIO034	CD Riverwalk South Phase					
317-1000-519.63-97	7,561.00	CIP011	LE Evidence Rm A/C Mitgtn					
317-1000-519.63-97	190,294.00	OBM008	P CityHallHVAC ContrlrRpl					
317-1000-519.63-97	18,432.00	POL045	P Pave CityCtrAthlComplex					
317-1000-519.63-97	45,467.00	QPC067	R Fence,Dugout,Bkstp Rplc					
317-1000-519.63-97	124,506.00	QPC073	R Lakeside HVAC Rplcmnt					
3170- Capital Outlay	1,730.25	QPC073	R Lakeside HVAC Rplcmnt	000259	2/7/2020	DJ Design Inc	1,730.25	
317-1000-519.63-97	206,779.00	QPC074	R Playground Replacements					
317-1000-519.63-97	138,740.00	QPC081	R North Pier-CausewayDock					
317- 510000 Other Contracted Srvc	17,599.00	QPC082	R REC Ctr Remodel (Gym)	000263	2/7/2020	DJ Design Inc	17,599.00	
317- 510000 Other Contracted Srvc	7,150.00	QPC082	R REC Ctr Remodel (Gym)	000263	2/7/2020	DJ Design Inc	7,150.00	
317-1000-519.63-97	18,429.00	ZMI065	CD City Hall Repurposing					
317-1000-519.63-97	325,897.75	ZMI076	CD ADA Transition Plan					
317-1000-519.64-00	70,000.00	ZMI003	CM CITY TELEVISION STA					
General Capital Total:	**1,345,846.72**						**72,912.97**	
401 - Capital Outlay - Land Impr	108,576.47	AIO022	CD Dnlwtn Medians Ph I&II	000673	9/3/2020	Verdego LLc	108,576.47	
CD Community Development	**108,576.47**						**108,576.47**	
401 - Capital Outlay - Mach & Equp	44,000.00	CIO200	Customer Service Remodel					
401-0100-536.46-16	1,515.00	ZMI075	FN Fin Conf Room Rehab					
W/S Customer Service Total:	**45,515.00**						**0.00**	
401 - 540000 - Chemicals	4,437.85		Solenis Llc	000088	1/20/2020		4,437.85	
401 - 510000 - Other Professional Svcs	840.00		Florida Dept of Health	000094	1/21/2020		840.00	
401 - 510000 - Other Contracted Svcs	19,600.00		Biological Consulting Services	000191	1/29/2020		19,600.00	
401 - 510000 - Other Contracted Svcs	4,934.00		Flair Services	000243	2/6/2020		4,934.00	
401 - 510000 - Other Contracted Svcs	2,204.08		Biological Consulting Services	000409	4/7/2020		2,204.08	
401 - 510000 - Other Contracted Svcs	67,291.32			000485	5/11/2020		67,291.32	
401-0200-533.63-97	100,000.00	WWW002	U WW Repairs/Maint					
401-0200-533.64-97	66,251.00	MME003	U Telemetry I & C					
401 - Capital Outlay - Water Capital	18,805.00	URP011	U RplcWtrMainBeforePaving					
W/S Water Production Total:	**284,363.25**						**99,307.25**	
401-0300-536.63-97	423,752.10	SLS004	U LiftStatRehabHrbrtNova					
401 - Capital Outlay - Lift Stations	33,490.90	SLS004	U LiftStatRehabHrbrtNova	000253	2/7/2020	Mead and Hunt	33,490.90	
401-Capital Outlay - Sewage - Capital	466,317.04	UET023	U Septic to Sewer					
401-Capital Outlay - Sewage - Capital	4,088.96	UET023	U Septic to Sewer	000260	2/7/2020	Mead and Hunt	4,088.96	
401 - Capital Outlay - Water Capital	445,749.69	URP001	U Replacement, WA System					
401 - Capital Outlay - Water Capital	195,433.10	URP001	U Replacement, WA System	000220	2/3/2020	General Underground I	195,433.10	
401-0300-536.63-97	6,547.41	URP012	U WtrSamplingStationsPrm					
401-0300-536.63-97	364,374.00	WWP003	U Water Plant Improvement					
401-0300-536.99-50	75,355.00	AIO036	CM Early Retirement Prog					
W/S Non-Departmental Total:	**2,015,108.20**						**233,012.96**	
401 - 540000 - Chemicals	1,030.75		Allied Universal Corporation	000107	1/22/2020		1,030.75	
401 - 540000 - Chemicals	10,205.44		Momar Inc	000115	1/22/2020		10,205.44	
401 - 540000 - Chemicals	9,660.00		Cedarchem Inc	000118	1/22/2020		9,660.00	
401 - 540000 - Chemicals	1,541.69		Premier Chemical	000119	1/23/2020		1,541.69	
401 - 540000 - Chemicals	63,823.31		Allied Universal Corporation	000167	1/28/2020		63,823.31	
401 - 510000 - Landfill Services	20,494.06		Shelley's Environmental Svcs	000256	2/7/2020		20,494.06	
401 - 510000 - Other Contracted Svcs	2,375.00		Biological Consulting Services	000360	3/17/2020		2,375.00	
401 - 510000 - Other Contracted Svcs	2,295.92		Biological Consulting Services	000409	4/7/2020		2,295.92	
401-0400-535.63-97	7,957.87	SSP002	U Sewer Plant Replacement					
401-0400-535.63-97	3,962.95	SSP013	U WRF SludgeTrailerStrLot					
401 - Capital Outlay - Fac & Imp	269,700.00	SSP013	U WRF SludgeTrailerStrLot	00478	5/7/2020	Sgs Contracting Servc	269,700.00	
401 - Ca[otal Outlay - Bldg New Cons	288,981.00	SSP015	UWRF Ops Bldg Expansion					
401-0400-535.63-97	188,335.03	URH001	U Sewer Sys Rehabilitatn					
401-Capital Outlay - Sewage - Capital	283,956.97	URH001	U Sewer Sys Rehabilitatn	000584	7/14/2020	Insituform Tech Llc	283,956.97	
401 - Capital Outlay - Equip WWTX	244,961.00	MME003	U Telemetry I & C					
401 - Capital Outlay - Equip WWTX	21,550.00	MME003	U Telemetry I & C	000258	2/7/2020	Sanders Company Inc	21,550.00	
W/S Wastewater Treatment Total:	**1,420,830.99**						**686,633.14**	

Open Encumbrance and Project Balance Carryover Listing from FY20 to FY21

ACCOUNT #	FY20-21	PROJECT #	PROJECT DESC/VENDOR NAME	PO #	ENC DATE	VENDOR #	PO'S ONLY - ALL
401-0500-536.14-00	12,439.35	ZMI044	U METER REPLACEMENT PRG				
W/S Meter Shop Total:	**12,439.35**						**0.00**
401 - Capital Outlay - Bldg New Const	283,369.00	UBO011	U Field Operations New Facility				
401 - Capital Outlay - Bldg New Const	4,281.00	UBO011	U Field Operations New Facility	000669	9/1/2020	Gel Corporation	4,281.00
401 - 510000 - Other Contracted Svcs	1,474.00		Aaron's Backflow Services	000607	7/24/2020		1,474.00
401-0800-536.14-00	27,652.84	ZMI044	U METER REPLACEMENT PRG				
401-0800-536.49-31	95,417.19	ZMI044	U METER REPLACEMENT PRG				
401-0800-536.63-97	121,485.00	URL007	U Misc Util Coordination				
401-0800-536.64-31	296,722.00	ZMI044	U METER REPLACEMENT PRG				
W/S Distribution Total:	**830,401.03**						**5,755.00**
401 - Capital Outlay - Water Capital	125,000.00	MMP001	U Utility Mapping				
401 - Capital Outlay - Sewage Capital	125,000.00	MMP001	U Utility Mapping				
401 - 510000 - Other Contracted Svcs	7,620.12		CPH Inc	000160	1/27/2020		7,620.12
401-0900-536.31-13	45,000.00	ZMI068	U Wtr/Swr/RclmRateAnl				
W/S Admin Total:	**302,620.12**						**7,620.12**
401-0901-536.14-00	4,102.00	ZMI044	U METER REPLACEMENT PRG				
W/S Warehouse Total:	**4,102.00**						
403 - Capital Outlay - Drainage Capital	84,580.77	DIP059	P Howe St/Orange Ave St	000587	7/15/2020	SanPik Inc	84,580.77
403 - Capital Outlay - Water Capital	145,000.00	WIP001	U WTP Softener Replacement				
403 - Capital Outlay - Water Capital	180,000.00	WRP001	U City-wide Class Pipe Replacemnt				
403-0200-533.63-97	367,044.00	WWP003	U Water Plant Improvement				
403-0200-533.63-97	300,000.00	WWP008	U WTP Raw Wtr Main Rplcmn				
403-0200-533.63-97	3,265.00	WWW002	U WW Repairs/Maint				
403 - Capital Outlay - Water Capital	25,000.00	WWW005	U Production Well Replacement				
403-Capital Outlay - Equip Capital - WW	149,694.00	MME003	U Telemetry I & C				
403 Capital Outlay - Equip Capital - WPr	52,676.00	MME003	U Telemetry I & C				
403 Capital Outlay - Sewage Capital - W	24,299.26	MME003	U Telemetry I & C	000593	7/17/2020	Sanders Company	24,299.26
403-0300-536.63-97	144,808.00	MPL001	U Utilities Master Plan				
403-0300-536.63-97	37,567.00	MPL001	U Utilities Master Plan				
403 Capital Outlay - Lift Station- Utility /	414,656.58	SLS002	U R & R Lift Station				
403 Capital Outlay - Lift Station- Utility /	35,739.65	SLS002	U R & R Lift Station	000580	7/10/2020	Kinley-Horm & Assoc	35,739.65
403-0400-535.63-97	200,000.00	SLS004	U LiftStatRehabHrbrtNova				
403 Capital Outlay - Equipment Capital	78,454.60	SSP002	U Sewer Plant Replacement				
403 Capital Outlay - Equipment Capital	214,405.40	SSP002	U Sewer Plant Replacement	000208	1/31/2020	Sgs Contracting Srvcs	214,405.40
403 Capital Outlay - Equipment Capital	160,380.00	SSP002	U Sewer Plant Replacement	000388	3/31/2020	Barneys Pumps Inc	160,380.00
403 Capital Outlay - Sewage Capital	365,866.53	SSP002	U Sewer Plant Replacement				
403 Capital Outlay - Sewage Capital	12,270.88	SSP002	U Sewer Plant Replacement	000509	7/22/2020	Keller Angelillis Des	12,270.88
403 Capital Outlay - Sewage Capital	2,560.00	SSP002	U Sewer Plant Replacement	000597	7/22/2020	Bryson Crane Rental S	2,560.00
403 Capital Outlay - Sewage Capital	13,809.26	SSP002	U Sewer Plant Replacement	000598	7/22/2020	Florida Detroit Diesel	13,809.26
403 Capital Outlay - Sewage Capital	32,924.20	SSP002	U Sewer Plant Replacement	000599	7/22/2020	Florida Detroit Diesel	32,924.20
403 Capital Outlay - Sewage Capital	476.13	SSP002	U Sewer Plant Replacement	000246	2/6/2020	Mead and Hunt	476.13
403-0400-535.63-97	999,896.50	SSP012	U WRF ElecSysRpr/Rplcmnt				
403 Capital Outlay - Equipment Capital	2,095.50	SSP012	U WRF ElecSysRpr/Rplcmnt	000553	6/26/2020	Economy Electric Co	2,095.50
403-0400-535.63-97	506,652.60	SSP018	U Generator Replacements				
403 Capital Outlay - Equipment Capital	26,356.40	SSP018	U Generator Replacements	000516	6/2/2020	Mead & Hunt	26,356.40
403-0400-535.63-97	300,000.00	URH003	U SwrSysRehabFrcMainRvrCr				
403-0800-533.63-97	763,212.89	URP001	U Replacement, WA System				
403 - Capital Outlay - Water Capital	37,929.87	URP001	U Replacement, WA System	000220	2/3/2020	General Underground	37929.87
403 - Capital Outlay - Water Capital	288.57	URP001	U Replacement, WA System	000262	2/7/2020	Mead & Hunt	288.57
W/S R & R Total:	**5,681,909.59**						**648,115.89**
405 -Capital Outlay - Drainage Capital	13,570.81	DIP059	P Virginia/Munroe Draining	000587	7/15/2020	SanPik, Inc	13,570.81
405-0200-533.63-97	499,697.24	URP001	U Replacement, WA System				
405-Capital Outlay -	118,957.76	URP001	U Replacement, WA System	000220	2/3/2020	General Underground	118,957.76
405-0200-533.63-97	300,000.00	WWP007	U WTP 3M Wtr Storage Tank				
405-0400-535.63-97	125,000.00	MPL001	U Utilities Master Plan				
405-0400-535.63-97	8,145.00	SSP002	U Sewer Plant Replacement				
405-Capital Outlay -	500,000.00	SSP016	U WRF Nutrient Removal Process Imp				
405-0400-535.63-97	300,000.00	SSP017	U WRF Water Reuse Program				
405-0400-535.63-97	4,328.00	UET002	U Extension, Sewer System				
405-0400-535.63-97	1,614,145.00	UET023	U Septic to Sewer				
405-0401-535.63-97 - Sewer Capital	247,608.00	UCP001	U Cost Participation				
405-0401-535.63-97 - Water Capital	69,350.00	UCP001	U Cost Participation	000242	2/6/2020	Eden Gpc Port Orange	69,350.00
Capital Outlay - Water Capital	66,072.00	UCP001	U Cost Participation				
405-0800-533.63-97	125,000.00	MPL001	U Utilities Master Plan				
405-0800-533.63-97	240,575.00	UET001	U Extension, Water System				
405-Capital Outlay - Water Capital	622,380.97	WRP002	U Ridgewood Ave Water Main Rep				
	3,798.03	WRP002	U Ridgewood Ave Water Main Rep	000292	2/17/2020	Mead and Hunt inc	3,798.03
W/S Impact Fee Total:	**4,858,627.81**						**205,676.60**

Open Encumbrance and Project Balance Carryover Listing from FY20 to FY21								
ACCOUNT #	**FY20-21**	**PROJECT #**	**PROJECT DESC/VENDOR NAME**	**PO #**	**ENC DATE**	**VENDOR #**	**PO'S ONLY - ALL**	
410 - 510000 Other Contracted Svcs	6,495.70		WASTE PRO OF FLORIDA, INC	000132	1/24/2020		6,495.70	
410 - 510000 Landfill Svcs	33,021.41		COUNTY OF VOLUSIA	000213	2/3/2020		33,021.41	
Solid Waste Total:	**39,517.11**						**39,517.11**	
412 - Contractual Svcs - Drainage Ut	4,750.00	AIO200	CD Down Under Revitalization					
412 - Capital Outlay	4,879.13	DIP059	P Virginia/MonroeDrainIm	000197	1/30/2020	Mead and Hunt	4,879.13	
412 - Capital Outlay	13,191.20	DIP059	P Virginia/MonroeDrainIm	000460	4/29/2020	Mead and Hunt	13,191.20	
412 - Capital Outlay	497,169.16	DIP059	P Virginia/MonroeDrainIm	000587	7/15/2020	SanPik Inc.	497,169.16	
412-1800-541.63-97	2,112,309.00	DIP059	P Virginia/MonroeDrainIm					
412-1800-541.63-97	27,375.00	DIP060	P SleepyHollow Drain.Impr					
412-1800-541.63-97	46,800.00	DIP068	P Halifax Rvr OutfallRplc					
412-1800-541.63-97	1,006,246.00	DIP069	P HowesSt/OrangeAveStrmIm					
412- Capital Outlay	60,695.60	DIP069	P HowesSt/OrangeAveStrmIm	000493	5/18/2020	Mead and Hunt	60,695.60	
412- Capital Outlay	38,371.00	DIP073	P Strmwtr Mstr Plan PhII					
412- Capital Outlay	28,495.00	DIP075	P Drainage Pipe R&R					
412 - Capital Outlay - Drainage Capital	1,572.50	DIP075	P Drainage Pipe R&R	000369	3/16/2020	LMR Construction	1,572.50	
412 - Capital Outlay - Drainage Capital	517,000.00	DIP075	P Drainage Pipe R&R	000685	9/14/2020	Gregori Construction	517,000.00	
412 - 510000 Contractual Services	14,021.00	DIP075	P Drainage Pipe R&R					
412- Capital Outlay	21,220.00	DIP077	P TumblebrkDrStrmwtrImprv					
412 - Capital Outlay - Drainage Capital	11,243.10	DIP077	P TumblebrkDrStrmwtrImprv	000471	5/4/2020	SanPik Inc.	11,243.10	
412- Capital Outlay	10,000.00	DIP079	P CharlesStDrainImprvmnts					
412 - Cap Outlay - Land	270,000.00	DIP079	P CharlesStDrainImprvmnts					
412- Capital Outlay	761,720.00	PNC007	P YORKTOWNE MDL SEGMENT					
Drainage Total:	**5,447,057.69**						**1,105,750.69**	
416 - 510000 Other Contracted Services	10,650.00		Biological Consulting Services	000152	1/27/2020		10,650.00	
416 - 510000 Other Contracted Services	8,581.25		Biological Consulting Services	000407	4/7/2020		8,581.25	
Wetland Mitigation Total:	**19,231.25**						**19,231.25**	
420 - Capital Outlay - Landscaping Impv	3,214.41	AIO022	CD Dunlawton Median Ph I & II	673	9/3/2020	Verdego Llc	3,214.41	
Forestry Mgmt. Total:	**3,214.41**						**3,214.41**	
450-0300-579-46-16	1,388.00	QPC072	R CHGC Rest/Clubhouse Maint					
450-0350-579.46-16	8,050.00	QPC085	R CHGC CanopyMaintFacilty					
450-0350-579.64-00	151.00	QPC083	R CHGC Irrigation Pump					
Capital Outlay - Land Impr- Sprinkler	95.00	QIO202	R CHGC Irrigation Repair & Repl					
Golf Course Total:	**9,684.00**						**0.00**	
501-0700-519.31-13	3,592.41	ZMI038	IT StratPln/RiskAsmntRfrs					
501-0700-519.46-36	5,215.05	ZMI040	IT VideoSurveillance&Sec.	000656	8/24/2020	Johnson Controls Fire	5,215.05	
501-0700-519.49-02	8,000.00	ZMI037	IT Doc Collbrtn EOC Softw					
501-0700-519.49-02	3,900.00	ZMI056	IT NewEmploy Hardwr/Sftwr					
501-0700-519.49-16	2,353.00	ZMI056	IT NewEmploy Hardwr/Sftwr					
501-0700-519.64-15	860.00	ZMI016	IT COMPUTER HARDWARE					
Information Tech Total:	**23,920.46**						**5,215.05**	
503 - 530000 - Vehicle Maint & Repair	1,845.00		Dynometer Llc.	000505	5/26/2020		1,845.00	
Vehicle Maint. Total:	**1,845.00**						**1,845.00**	
504 - 550000 Insurance	178.50		Brown and Brown	000294	2/18/2020		178.50	
Risk Mgmt. Total:	**178.50**						**178.50**	
505 - Capital Outlay	397,621.00		Ten-8 Fire Equipment	000657	8/25/2020		397,621.00	
505-1000-519.63-97	237,838.56	ZMI054	CM ERP Software System					
505-1000-519.64-00	8,896.00	FIR021	F Radios - Rplc Portable					
505-1000-519.64-00	18,345.00	IMI003	P EMG TRAFFIC CONTROL SYS					
505-1000-519.64-00	6,000.00	ZMI013	IT LARGE FORMAT PRINTERS					
505-1000-519.64-00	95,900.00	ZMI047	FN INTERACTIVE VOICE RECO					
505-1000-519-64-00	645.61	ZMI067	LE Proj-25 Radio Replacement					
Capital Outlay - Equipment Capital	38,406.26	ZMI015	IT MUNICIPAL NETWORK					
Capital Outlay / IT &Fiberoptic Network	6,729.31	ZMI015	IT MUNICIPAL NETWORK					
505-1000-519.64-15	28,095.00	ZMI016	IT COMPUTER HARDWARE					
Capital Outlay - Computer Hardware	30,883.52	ZMI032	IT Public Safety Lapton Replacement					
505-1000-519.64-15	19,502.00	ZMI037	IT Doc Collbrtn EOC Softw					
Capital Outlay - Capitalized Software	6,125.00	ZMI037	IT Doc Collbrtn EOC Softw					
505-1000-519.64-15	69,488.31	ZMI058	IT Virtual Desktop Infra					
505-1000-519.64-15	22,556.00	ZMI070	IT FibrOpticNetTracerWire					
505 - Capital Outlay -	18,000.00	TIP001	ArcGIS Enterprise Upgrade					
Lease and Replacement Total:	**1,005,031.57**						**397,621.00**	

Open Encumbrance and Project Balance Carryover Listing from FY20 to FY21								
ACCOUNT #	**FY20-21**	**PROJECT #**	**PROJECT DESC/VENDOR NAME**	**PO #**	**ENC DATE**	**VENDOR #**	**PO'S ONLY - ALL**	
506- 530000 Building Maint & Rep	2,676.93		Johnson Controls Fire Protection	000064	1/17/2020		2,676.93	
506- 530000 Building Maint & Rep	3,459.49		Security 101	000285	2/14/2020		3,459.49	
506- 530000 Building Maint & Rep	22,067.01		Johnson Controls Fire Protection	000647	8/20/2020		22,067.01	
506-4200-539.62-00	77,444.62	OBM016	P CH FIRE ALARM REPL	000646	8/19/2020	Security and Fire Elec	77,444.62	
506-4200-539.62-00	6,019.00	OBM016	P CH FIRE ALARM REPL					
506-4200-539.63-97	37,000.00	OBM009	P City Hall Light Sensors					
506-4200-539.63-97	400.00	OBM015	P FS71&FS74 Kitchen Rplcm					
506-4200-539.64-00	48,903.00	OBM014	P Stanby Generator Rplacement					
Builidng Maintenance Total:	**197,970.05**						**105,648.05**	
607-540000 - Crime Prev Ed & Trng	120,000.00	PD -TBD	CRIME PREVENTION					
607-540000 - Crime Prev Oper Sup	117,900.00	PD -TBD	CRIME PREVENTION					
Police Forfeiture Trust Total:	**237,900.00**						**0.00**	
611 - Capital Outlay -	1,298,900.00	QPC082	R REC Ctr Remodel (Gym)					
611 - Capital Outlay -	50,000.00	XSG007	R GAMBLE LAUNCH VOPO-0360					
Recreation Impact Fee Total:	**1,348,900.00**							
Grand Total Open PO's and Project Balances	**33,076,322.02**						**4,319,808.14**	

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 2/16/2021

Consent item: Yes

SUBJECT: (B9) Resolution No. 21-7 - Budget Transfer of 401 Fund Balance for additional funding necessary for ITB #21-09 - Herbert and Nova Master Lift Station Improvements and Upgrade (SLS004)

DEPARTMENT: Public Utilities

GOAL: N/A

RECOMMENDED MOTION: Move to approve a Budget Resolution No. 21-7 in the amount of $300,000 to move Fund Balance to Capital Improvement (CIP).

SUMMARY: The Public Works & Utilities Department is requesting Council approve a Budget Resolution No. 21-7 in the amount of $300,000 to move Fund Balance to Capital Improvement (CIP). This budget resolution is necessary to provide additional funding for ITB 21-09 Herbert and Nova Master Lift Station Improvements and Upgrade project SLS004.

Current Fund Balance of Fund 401 is over $20M.

The Public Works & Utilities Department is processing a bid request (ITB 21-09) for the Herbert and Nova Master Lift Station Improvements and Upgrade Project SLS004.

According to Mead and Hunt Inc. Engineers Estimate, the Herbert and Nova Master Lift Station Improvement & Upgrade project will cost $887,400.

The current project funding is as follows:

Fund: 403 W/S R&R
$200,000

Fund: 401 Water and Sewer System
$423,752

This will leave an estimated shortage of $266,248. The Public Works and Utilities Department is requesting an additional $300,000 to be funded out of Fund Balance in 401. These funds will be moved to the CIP Project account that has been identified below.

Fund: 401 - Water and Sewer System, Cost Center: Water and Sewer, Program: Wastewater Treatment, Cost Center: Sewage - Capital, Additional Work tag: SLS004

Project No.: SLS

Funding Account No.: Fund: 401 - Water and Sewer Syste, Cost Center: Water and Sewer, Program: Wastewater Treatment, Cost Center: Sewage -

004 Capital, Additional Work tag: SLS004

Presenter: Lynn Stevens

ATTACHMENTS:

1.	Budget Resolution No. 21-7 with exhibit	Bud Reso 21-7 Fund 401 - Appropriation for Master Lift Station - CC Mtg 2-16-2021.pdf
2.	Justification Memo - Budget Resol Herbert and Nova Lift Sta SLS004	Justification Memo - Budget Resol Herbert and Nova Lift Sta SLS004.docx
3.	21-09 Herbert and Nova Lift Sta Tech Specs	21-09 Herbert and Nova Lift Sta Tech Specs.pdf
4.	21-09 Herbert and Nova Master Lift Bid	21-09 Herbert and Nova Master Lift Bid.pdf

Julia Wiggins	Created/Initiated - 1/5/2021
Junos Reed	Approved - 1/5/2021
Steve Parnell	Approved - 1/19/2021
Lynn Stevens	Approved - 1/21/2021
Lupe Reyna-Coffin	Approved - 2/2/2021
Scott Neils	Approved - 2/4/2021
Matthew Jones	Approved - 2/4/2021
Jamie Miller	Approved - 2/4/2021
Robin Fenwick	Final Approval - 2/5/2021

RESOLUTION NO. 21-7

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROPRIATING OPERATING FUNDS FOR THE FISCAL YEAR 2021 BUDGET; TO DESIGNATE FUND BALANCE IN THE AMOUNT $300,000 IN THE WATER AND SEWER FUND (401) AND APPROPRIATE TO CAPITAL OUTLAY – WASTEWATER TREATMENT PROGRAM PROJECT SLS004 AND; SETTING FORTH REVENUES AND EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City Council desires to designate and appropriate fund balance in the amount of $300,000 in the Water and Sewer Fund (401), to Capital Outlay, Wastewater Treatment Program, to provide additional funding for Herbert and Nova Master Lift Station Improvements and Upgrade Project SLS004;

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 items are hereby appropriated as set forth in Composite Exhibit A, attached hereto, which reflects revenues and corresponding expenditures for the designated expenditures.

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 effected by the City Council and the City Manager as deemed necessary in strict

compliance with the procedures specified in Chapter 2, Article VI, Division 3, Code of Ordinances, City of Port Orange, Florida.

Section 4. This resolution shall become effective immediately upon adoption.

_____
MAYOR DONALD O. BURNETTE

ATTEST:

_____
Robin L. Fenwick, MMC City Clerk

Adopted on the _____ day of _____

Reviewed and Approved: _____
Matthew J. Jones, City Attorney

Composite Exhibit A **Resolution No. 21-7**

FY2021 **Water and Sewer Fund 401**
Prepared: **February 2, 2021**
Finance: **Finance Staff**

	Budget Increase / (Decrease)
Revenues:	
Appropriated Equity	300,000
Total Revenues:	**$ 300,000**
Expenditures:	
Capital Outlay - Project SLS004	300,000
Total Expenditures:	**$ 300,000**

To budget for additional funding to cover ITB 21-9) for Project SLS004 - Herbert and Nova Master Lift Station

City of Port Orange
Public Works & Utilities Department

TO: Jamie Miller, Interim City Manager

THRU: Lynn Stevens, Public Works & Utilities Director

FROM: Julia Wiggins, Public Works & Utilities Business Manager

DATE: January 5, 2021

SUBJECT: Approval of Budget Resolution No. 21-7 – Additional Funding Request for ITB 21-09 Herbert / Nova Master Lift Station (SLS004)

REQUEST:
The Public Works & Utilities Department is requesting Council approve a Budget Resolution No. 21-7 in the amount of $300,000 to move Fund Balance to Capital Improvement (CIP). This budget resolution is necessary to provide additional funding for ITB 21-09 Herbert and Nova Master Lift Station Improvements and Upgrade project SLS004.

PURPOSE:
The purpose of this request is to move funds from fund balance to Capital Improvement Project budget.

CONSIDERATION:
The Public Works & Utilities Department is processing a bid request (ITB 21-09) for the Herbert and Nova Master Lift Station Improvements and Upgrade Project SLS004.

According to Mead and Hunt Inc. Engineers Estimate, the Herbert and Nova Master Lift Station Improvement & Upgrade project will cost $887,400.

The current project funding is as follows:

Fund: 403 W/S R&R
$200,000

Fund: 401 Water and Sewer System
$423,752

This will leave an estimated shortage of $266,248. The Public Works and Utilities Department is requesting an additional $300,000 to be funded out of Fund Balance in 401. These funds will be moved to the CIP Project account that has been identified below.

BUDGET:
Move $300,000 from 401 – Water and Sewer System to the following CIP Workday Account:

Fund: 401
Fund Name: Water and Sewer R&R
Cost Center: Water and Sewer
Program: Wastewater Treatment
Spend Category: Sewage – Capital
Additional Work Tag: Project SLS004

RECOMMENTATION:
The Public Utilities and Works Department recommends Council approve a Budget Resolution No. 21-7 in the amount of $300,000 to move Fund Balance to Capital Improvement (CIP). This budget resolution is necessary to provide additional funding for ITB 21-09 Herbert and Nova Master Lift Station Improvements and Upgrades project SLS004.

ANTICIPATED SCHEDULE:
a.) Entered into CivicClerk Council Agenda 2/2/2021
b.) CC approval 2/16/2021

ATTACHMENTS:
a.) Resolution
b.) ITB 21-09 Bid Request Form
c.) ITB 21-09 Bid Tech Specs
d.) Email approval from Director and Finance

CC: Scott Neils, CEO
Steve Parnell, Deputy Director of Public Utilities
Junos Reed, Construction & Engineering Manager

TECHNICAL SPECIFICATIONS

HERBERT & NOVA ROAD LIFT STATION IMPROVEMENTS AND UPGRADES

BID NO. 21-09

Mead & Hunt, Inc.
Project # 1000715-181687.01

Print entire pkg once finalized

Prepared for:

City of Port Orange

October 2020

Mead&Hunt
4401 Eastport Parkway
Port Orange, Fl 32127
Phone: 386-761-6810
www.meadhunt.com

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31 23 00 Excavation and Fill
31 23 19 Dewatering

DIVISION 32 – EXTERIOR IMPROVEMENTS

32 10 00 Paving
32 31 13 Chain Link Fences and Gates
32 92 00 Grassing, Mulching, and Sodding
32 92 23 Sodding

DIVISION 33 – UTILITIES

33 00 00 Utilities
33 01 00 Operation and Maintenance of Utilities
33 01 30.83 Wetwell Lining Systems
33 05 05.31 Hydrostatic Testing
33 09 00 Instrumentation and Controls for Utilities
33 31 00 Sewer Bypass Pumping
33 32 20 Collection System Submersible Pumps

DIVISION 40 – PROCESS INTERCONNECTIONS

40 05 23 Stainless Steel Process Pipe and Tubing
40 61 13 Process Instrumentation and Controls System General Provisions

DIVISION 44 – POLLUTION AND WASTE CONTROL EQUIPMENT

44 31 31 Odor Control Biotrickling Filter Equipment

END OF TABLE OF CONTENTS

SECTION 01 00 00
PROJECT REQUIREMENTS

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work: The Work to be done consists of the furnishing of all labor, materials and equipment, and the performance of all Work included in this Contract. The summary of the Work is presented in Section 01 11 00: Summary of Work.

B. Work Included:

1. The CONTRACTOR shall furnish all labor, superintendence, materials, plant power, light, heat, fuel, water, tools, appliances, equipment, supplies, and means of construction necessary for proper performance and completion of the Work. The CONTRACTOR shall obtain and pay for all necessary local building permits. The CONTRACTOR shall perform and complete the work in the manner best calculated to promote rapid construction consistent with safety of life and property and to the satisfaction of the ENGINEER, and in strict accordance with the Contract Documents. The CONTRACTOR shall clean up the Work and maintain it during and after construction, until accepted, and shall do all Work and pay all costs incidental thereto. He shall repair or restore all structures and property that may be damaged or disturbed during performance of the Work.

2. The cost of incidental work described in these Project Requirements, for which there are no specific Contract Items, shall be considered as part of the general cost of doing the Work and shall be included in the prices for the various Contract Items. No additional payment will be made therefore.

3. The CONTRACTOR shall provide and maintain such modern plant, tools, and equipment as may be necessary, in the opinion of the ENGINEER, to perform in a satisfactory and acceptable manner all the Work required by this Contract. Only equipment of established reputation and proven efficiency shall be used. The CONTRACTOR shall be solely responsible for the adequacy of his workmanship, materials, and equipment, prior approval of the ENGINEER notwithstanding.

C. Public Utility Installations and Structures:

1. Public utility installations and structures shall be understood to include all poles, tracks, pipes, wires, conduits, vaults, manholes, and all other appurtenances and facilities pertaining thereto whether owned or controlled by the OWNER, other governmental bodies, or privately owned by individuals, firms, or corporations, used to serve the public with transportation, traffic control, gas, electricity, telephone, sewerage, drainage, water, or other public or private property which may be affected by the Work shall be deemed included hereunder.

2. The Contract Documents contain data relative to existing public utility installations and structures above and below the ground surface. These data are not guaranteed as to their completeness or accuracy and it is the responsibility of the CONTRACTOR to make his own investigations to inform himself fully of the character, condition, and extent of all such installations and structures as may be encountered and as may affect the construction operations.

3. The CONTRACTOR shall protect all public utility installations and structures from damage during the Work. Access across any buried public utility installation or structure shall be made to avoid any damage to these facilities. All required protective devices and construction shall be provided by the CONTRACTOR at his expense. All existing public utilities damaged by the CONTRACTOR shall be repaired by the CONTRACTOR, at his expense. No separate payment shall be made for such protection or repairs to public utility installations or structures.

4. Public utility installations or structures owned or controlled by the OWNER or other governmental body which are shown on the Drawings to be removed, relocated, replaced, or rebuilt by the CONTRACTOR shall be considered as a part of the general cost of doing the Work and shall be included in the prices bid for the various Contract Items; therefore, no separate payment shall be made.

5. Where public utility installations of structures owned or controlled by the OWNER or other governmental body are encountered during the course of the Work, and are not indicated on the Drawings or in the Specifications, and when, in the opinion of the ENGINEER, removal, relocation, replacement, or rebuilding is necessary to complete the Work under this Contract, such Work shall be accomplished by the utility having jurisdiction, or such Work may be ordered, in writing by the ENGINEER, for the CONTRACTOR to accomplish. If such work is accomplished by the utility having jurisdiction it will be carried out expeditiously, and the CONTRACTOR shall give full cooperation to permit the utility to complete the removal, relocation, replacement, or rebuilding as required. If such work is accomplished by the CONTRACTOR, it will be paid for as extra work as provided in the Agreement.

6. The CONTRACTOR shall, at all times, in performance of the Work, employ acceptable methods and exercise reasonable care and skill so as to avoid unnecessary delay, injury, damage, or destruction of public utility installations and structures; and shall, at all times in the performance of the Work, avoid unnecessary interference with, or interruption of, public utility services, and shall cooperate fully with the owners thereof to that end.

7. The CONTRACTOR shall give written notice to OWNER and other governmental utility departments and other owners of public utilities of the location of his proposed construction operations, at least 48-hours in advance of breaking ground in any area or on any unit of the Work.

8. The maintenance, repair, removal, relocation, or rebuilding of public utility installations and structures, when accomplished by the CONTRACTOR as

herein provided, shall be done by methods approved by the owners of such utilities.

1.02 DRAWINGS AND PROJECT MANUAL

A. Drawings: When obtaining data and information from the Drawings, figures shall be used in preference to scaled dimensions, and large-scale drawings in preference to small-scale drawings.

B. Supplementary Drawings:

1. When, in the opinion of the Engineer, it becomes necessary to explain more fully the Work to be done or to illustrate the Work further or to show any changes which may be required, drawings known as Supplementary Drawings, with specifications pertaining thereto, will be prepared by the Engineer, and the Contractor will be furnished an electronic copy of the plans and project manual.

2. The Supplementary Drawings shall be binding upon the CONTRACTOR with the same force as the Contract Drawings. Where such Supplementary Drawings require either less or more than the estimated quantities of Work, credit to the OWNER or compensation therefore to the CONTRACTOR shall be subject to the terms of the Agreement.

C. CONTRACTOR to Check Drawings and Data:

1. The CONTRACTOR shall verify all dimensions, quantities, and details shown on the Drawings, Supplementary Drawings, schedules, Specifications, or other data received from the ENGINEER, and shall notify him of all errors, omissions, conflicts, and discrepancies found therein. Failure to discover or correct errors, conflicts, or discrepancies shall not relieve the CONTRACTOR of full responsibility for unsatisfactory work, faulty construction, or improper operation resulting there from, nor from rectifying such conditions at his own expense. He will not be allowed to take advantage of any errors or omissions, as full instructions will be furnished by the ENGINEER, should such errors or omissions be discovered.

2. All schedules are given for the convenience of the ENGINEER and the CONTRACTOR and are not guaranteed to be complete. The CONTRACTOR shall assume all responsibility or the making of estimates of the size, kind, and quality of materials and equipment included in work to be done under the Contract.

D. Specifications: The Technical Specifications consist of three (3) parts: General, Products, and Execution. The General part of a Specification contains General Requirements which govern the Work. The Products and Execution parts modify and supplement the General Requirements by detailed requirements for the Work and shall always govern whenever there appears to be a conflict.

E. Intent:

1. All Work called for in the Specifications applicable to this Contract, but not shown on the Drawings in their present form, or vice versa, shall be of like effect as if shown or mentioned in both. Work not specified in either the Drawings or in the Specifications, but involved in carrying out their intent or in the complete and proper execution of the Work, is required and shall be performed by the CONTRACTOR as though it were specifically delineated or described.

2. The apparent silence of the Specifications as to any detail, or the apparent omission from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, the interpretation of these Specifications shall be made upon that basis.

1.03 MATERIALS AND EQUIPMENT

A. Manufacturer:

1. All transactions with the manufacturers or subcontractors shall be through the CONTRACTOR, unless the CONTRACTOR shall request and at the ENGINEER's option, that the manufacturer or subcontractor deal directly with the ENGINEER. Any such transactions shall not in any way release the CONTRACTOR from his full responsibility under this Contract.

2. Any two (2) or more pieces of material or equipment of the same kind, type, or classification, and being used for identical types of service, shall be made by the same manufacturer.

B. Delivery:

1. The CONTRACTOR shall deliver materials in ample quantities to ensure the most speedy and uninterrupted progress of the Work so as to complete the Work within the allotted time.

2. The CONTRACTOR shall also coordinate deliveries in order to avoid delay in, or impediment of, the progress of the work of any related CONTRACTOR.

C. Tools and Accessories:

1. The CONTRACTOR shall, unless otherwise stated in the Contract Documents, furnish with each type, kind, or size of equipment, one (1) complete set of suitably marked high grade special tools and appliances which may be needed to adjust, operate, maintain, or repair the equipment. Such tools and appliances shall be furnished in approved painted steel cases, properly labeled, and equipped with good grade cylinder locks and duplicate keys.

2. Spare parts shall be furnished as specified herein and as recommended by the manufacturer necessary for the operation of the equipment, not including materials required for routine maintenance.

3. Each piece of equipment shall be provided with a substantial nameplate, securely fastened in place, and clearly inscribed with the manufacturer's name, year of manufacture, serial number, weight, and principal rate data.

D. Service of Manufacturer's Engineer:

1. The Contract Prices for equipment shall include the cost of furnishing a competent and experienced engineer or superintendent who shall represent the manufacturer and shall assist the CONTRACTOR, when required, to install, adjust, test, and place in operation, the equipment in conformity with the Contract Documents.

2. After the equipment is placed in permanent operation by the OWNER, such engineer or superintendent shall make all adjustments and tests required by the ENGINEER to prove that such equipment is in proper and satisfactory operating condition, and shall instruct such personnel as may be designated by the OWNER in the proper operation and maintenance of such equipment.

1.04 INSPECTION AND TESTING

A. General:

1. For tests specified to be made by the CONTRACTOR, the testing personnel shall make the necessary inspections and tests, and the reports thereof shall be in such form as will facilitate checking to determine compliance with the Contract Documents. Five (5) copies of the reports shall be submitted, and authoritative certification thereof must be furnished to the ENGINEER as a prerequisite for the acceptance of any material or equipment.

2. If, in the making of any test of any material or equipment, it is ascertained by the ENGINEER that the material or equipment does not comply with the Contract Documents, the CONTRACTOR will be notified thereof, and he will be directed to refrain from delivering said material or equipment, or to remove it promptly from the site or from the Work and replace it with acceptable material, without cost to the OWNER.

3. Tests of electrical and mechanical equipment and appliances shall be conducted in accordance with the recognized test codes of the ANSI, ASME, or the IEEE, except as may otherwise be stated herein.

4. The CONTRACTOR shall be fully responsible for the proper operation of equipment during testing and instruction periods and shall neither have nor make any claim for damage which may occur to equipment prior to the time when the OWNER formally takes over the operation thereof.

B. Costs:

1. All inspection and testing of materials furnished under this Contract will be provided by the CONTRACTOR, unless otherwise expressly specified.

2. The cost of shop and field tests of equipment and of certain other tests specifically called for in the Contract Documents shall be borne by the CONTRACTOR, and such costs shall be deemed to be included in the Contract Price.

3. Materials and equipment submitted by the CONTRACTOR as the equivalent to those specifically named in the Contract may be tested by the OWNER for compliance. The CONTRACTOR shall reimburse the OWNER for the expenditures incurred in making such tests of materials and equipment which are rejected for non-compliance.

C. Certificate of Manufacture:

1. CONTRACTOR shall furnish to ENGINEER authoritative evidence in the form of a certificate of manufacture that the materials to be used in the Work have been manufactured and tested in conformity with the Contract Documents.

2. These certificates shall be notarized and shall include copies of the results of physical tests and chemical analyses, where necessary, that have been made directly on the product or on similar products of the manufacturer.

D. Shop Tests:

1. Each piece of equipment for which pressure, duty, capacity, rating, efficiency, performance, function, or special requirements are specified shall be tested in the shop of the maker in a manner which shall conclusively prove that its characteristics comply fully with the requirements of the Contract Documents.

2. Five (5) copies of the manufacturer's actual test data and interpreted results thereof, accompanied by a certificate of authenticity sworn to by a responsible official of the manufacturing company and/or independent laboratory, shall be submitted to the ENGINEER for approval.

3. The cost of shop tests and of furnishing manufacturer's preliminary and shop test data of operating equipment shall be borne by the CONTRACTOR.

E. Start-up Tests:

1. As soon as conditions permit, the CONTRACTOR shall furnish all labor, materials, and instruments and shall make start-up tests of equipment.

2. If the start-up tests disclose any equipment furnished under this Contract which does not comply with the requirements of the Contract Documents, the CONTRACTOR shall, prior to demonstration tests, make all changes,

CITY OF PORT ORANGE
HERBERT & NOVA LIFT STATION REHABILITATION
ESTIMATE OF PROBABLE CONSTRUCTION COSTS
100% DESIGN PHASE
PREPARED ON OCTOBER 16, 2020

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
1	Pre-Construction Video	1	LS	$ 2,000.00	$ 2,000.00
2	Demolition of Existing Lift Station	1	LS	$ 50,000.00	$ 50,000.00
3	Bypass Pumping	1	LS	$ 100,000.00	$ 100,000.00
4	Complete Lift Station	1	LS	$ 180,000.00	$ 180,000.00
5	Electrical (Includes Generator)	1	LS	$ 190,000.00	$ 190,000.00
6	Tie-Ins				
a	Tie into existing Force Main	1	EA	$ 10,000.00	$ 10,000.00
7	DIP Fitting (Add or Delete)	1,000	LBS	$ 4.50	$ 4,500.00
8	Installation of Decorative Wall	1	LS	$ 40,000.00	$ 40,000.00
9	Odor Control	1	LS	$ 140,000.00	$ 140,000.00
10	Permit Allowance	1	LS	$ 10,000.00	$ 10,000.00
11	As-Built Plans	1	LS	$ 5,500.00	$ 5,500.00
12	Restoration	1	LS	$ 7,500.00	$ 7,500.00
				Subtotal	$ 739,500.00
				20% Contingency	$ 147,900.00
				TOTAL	$ 887,400.00

In providing estimates of probable construction cost, the Client understands that the Consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's estimates of probable construction costs are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Consultant's estimate of probable construction cost.

"ATTACHMENT 1" SCHEDULE OF UNIT PRICING

BID FORM

CITY OF PORT ORANGE

ITB # 21-09

HERBERT & NOVA MASTER LIFT STATION IMPROVEMENTS AND UPGRADE

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

Instruction to save Attachment from DemandStar website:

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

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

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

PROPOSAL PRICING

ITEM #	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST
A	**BASE BID**				
1	Pre-Construction Video	LS	1	$ -	$ -
2	Demolition of Existing Lift Station	LS	1	$ -	$ -
3	Bypass Pumping	LS	1	$ -	$ -
4	Complete Lift Station	LS	1	$ -	$ -
5	Electrical (Includes Generator)	LS	1	$ -	$ -
6	Tie Into Existing Force Main	LS	1	$ -	$ -
7	DIP Fittings	TN	0.5	$ -	$ -
8	Installation of Decorative Wall	LS	1	$ -	$ -
9	Odor Control	LS	1	$ -	$ -
10	Permit Allowance	LS	1	$ -	$ -
11	As-Built Plans	LS	1	$ -	$ -
12	Restoration	LS	1	$ -	$ -
				TOTAL BASE BID:	$ -

1	Confirm the number of calendar days to complete upon receipt of PO:		DAYS
2	Warranty for Labor:		YEARS
3	**Warranty for Materials:**		**YEARS**

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

BID REQUEST FORM (ITB, RFP, RFSQ, ITN)

21-09

(# will be assigned by Purchasing Division)

Assigned Purchasing Lead: _____

Section 1: ITB/RFP/RFSQ/ITN Name, Scope, Type

Project name:	Herbert & Nova Master Lift Station Improvements and Upgrades
General scope of project:	Demolition of the existing building and generator, installation of a new generator and automatic transfer switch, wetwell coating system, top slab, piping, valves, valve vault and decorative wall.
Type of project:	☑ *Bid* ☐ *RFP* ☐ *RFSQ Design/Professional Services (engineering, architect, surveying, landscape)* ☐ *ITN*
	☐ *Capital* ☐ *Non-Capital*

Section 2: ITB/RFP/RFSQ/ITN Information

Requested by:	Junos Reed
Department:	Public Works & Utilities
Special Legal Ad:	☐ Y or ☑ N *Per 180.24FS, see below Section 12: Solicitation FAQ
Estimated amount:	$890,000
Bid Bond:	☑ Y or ☐ N
Grant funded:	☐ Y or ☑ N *(If yes, list date & requirements)* Deadline Date:
	Type / Special Requirements:
Fund Account:	(403) Water & Sewer R&R Fund - $200,000 / 401 - $423,752 / diff $266,248 Fund Bal. trans.
Project#:	SLS004
City Project Manager:	Junos Reed, P.E., Construction and Engineering Manager
Contract Administrator:	Lynn Stevens, Director of Public Works & Utilities
Project Inspector:	Dick Colby
Blueprint provided by:	Mead & Hunt
Engineer of Record:	Kevin Lee, P.E. (Civil) Keff Kurella, P.E. (Electrical)

Section 3: List of Evaluation Committee Members RFP/RFSQ/ITN (Minimum 3)

Committee Member 1:	
Committee Member 2:	
Committee Member 3:	
Committee Member 4:	
Committee Member 5:	

Section 4: Suggested ITB/RFP/RFSQ/ITN Dates

All dates are subject to scheduling and availability

Release date priority: ☐ High ☐ Medium ☐ Low Suggested Date:

Pre-Bid date: Site Visit: ☐ Y or ☑ N Mandatory: ☐ Y or ☑ N

Due date/opening:

Committee dates:

Delivery/Completion:

Award/DF to Council: *Note: funding source must be listed on DF*

Section 5: Responsible for Creating Details/Specifications/Scope of Work

☐ *Project Manager* ☑ *Project Engineer/Architect* ☐ *Other* _____ ☐ *Assistance from Purchasing**

** Purchasing distributes and advertises all Solicitations and reviews specifications. If the Project Manager, Engineer or Architect prepares the specifications, ensure Purchasing receives a **WORD** copy and approves the draft.*

Section 6: Contract Type

***** Discuss with City Attorney prior to bidding the project to ensure the contract is in the bid document *****

Contract Type: ☐ *Standard services (Supplies/Services)* ☑ *EJCDC (Engineers Joint Contract Document Committee) (Site/Structures & Design Build)* ☐ *AIA (American Institute of Architects) (Building construction)*

Contract Term: One Year (365 Days)

Renewal Options: NA

(Days) Substantial Completion: 335 (Days) Final Completion: 30

P&P Bond: ☑ Y or ☐ N *Payment and Performance Bonds are required for construction projects on public property

** If the project engineer is responsible for contract administration and project inspection services, ensure the contract with the engineer provides for that service. If not, the Engineer's Contract needs to be approved by the City Manager.*

Section 7: Suggested Bidder's List (include email address of potential bidder)

Bidder:

Bidder:

Bidder:

Bidder:

Bidder:

Bidder:

Bidder:

Section 8: Director/Department Head Approval

☑ Approved ☐ Rejected Date: 12-23-2020 X

* Upon final approval in BoardSync, screenprint of Finance, Legal, and City Manager Approvals will be attached to this form.

Section 9: Finance Review

☐ Approved ☐ Rejected Date:_____ X_____

Comments: _____

Section 10: Legal Review

☐ Approved ☐ Rejected Date:_____ X_____

Comments: _____

Section 11: City Manager Review

☐ Approved ☐ Rejected Date:_____ X_____

Section 12: Solicitation FAQ

- **Who fills out the Bid Request Form?**
  Sections 1-7 are to be completed by the Project Manager/Director. Director/Department Head signs section 8.

- **When to use this form**
  When purchases exceed $25,000 and does not fall under the exclusions listed in City Code Sec 2-267. Ex: (Sole source, piggyback, utilities, travel, postage, registration fees, etc.)

- **How do I submit this form?**
  After Director/Department Head signs approval, initiate an agenda item on BoardSync under Bid Requests and upload this completed form. After uploading to BoardSync, forward the original signed form to the Purchasing Division.

- **How early should I plan for a Bid/RFP/RFSQ/ITN?**
  Departments should allow for at least 90 days from *receipt of bid specifications* to *opening* (120 days for council award date). An additional 30-60 days should be allowed for RFPs, RFSQs, and ITNs.

- **Advertising:** Florida Statutes mandate that Capital Projects with a projected cost of under $200,000 shall be publicly advertised for a minimum of ten (10) days; over $200,000 Twenty-one (21) days and over $500,000 a minimum of thirty (30) days prior to bids being opened.

  Per 180.24FS, public utility projects require additional advertising: two (2) consecutive ads *or* postings in three (3) conspicuous places around city hall, one (1) of which shall be the door of city hall. 180.07FS Examples: solicitations for jails, airports, hospitals, golf courses, reservoirs, pump stations, pipelines, & water/reclaim/sewage systems.

- **Distribution/Release:** The City is currently using Demand Star www.demandstar.com for releasing bid documents/addenda on the internet and the Daytona Beach News Journal to release the legal advertisement.

- **Specifications:** Document specifications should be sent to the Purchasing Agent and Purchasing Manager in one (1) MS WORD file format.

- **One envelope Bid process**: One envelope shall be submitted. The envelope contains required forms, technical and price information. The envelope from all timely bidders will be opened and read aloud the same day.

- **CCNA**: The City of Port Orange is also governed by Florida Statutes 287.055 the Consultants Competitive Negotiations Act, as the method of selecting architects, engineers, land surveyors and landscape architects.

- **Design-Build:** The City has written and enacted a set of Design-Build Policies and Procedures which sets forth very specific requirements the City must use for a design-build type of bid or contract. This was done to comply with Florida Statutes, Chapter 287.055 as amended; Consultants Competitive Negotiation Act. Public announcement/advertisement shall be made:
  If planning or study activity for professional services exceeds $35K:
  If basic construction costs estimated by the agency exceeds $325K:

- **Grants**: Grant Money Bids and Projects also have their own set of governing laws and regulations which require the City's compliance. The compliance with these laws is strictly the Project Manager's responsibility. The Project Manager must familiarize himself/herself with each and every grant to ensure that the City not only complies with those rules but fulfills every requirement that those grants contain so as not to forfeit the money that they bring.

- **Bid Bonds; Performance & Materials Bonds:** When Bid bond/deposits are required they are advertised in the public notices inviting bids. Normally, if a bid bond/deposit is required, it is in the amount of five percent (5%) of the bid amount. Payment and Performance Bonds are required for construction projects on public property in the amount equal to one hundred percent (100%) of the total contract amount. Payment and Performance Bonds must also be recorded in the Office of the Clerk of the Circuit Court, Volusia County, Florida. All bonds are advertised in the Invitation to Bid which appears in the newspaper.

- **Public Entity Crimes Form:** Every acquisition with Federal funds equal to or greater than $10,000.00 and all formal solicitations must have a signed, notarized Public Entity Crimes Form.

- **Drug Free Tie Bid Form**: The Drug Free Tie Bid Preference Form is in accordance with Section 287.087, Florida Statutes and became law in January 1991. It takes precedence in tie bids.

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 2/16/2021

Consent item: Yes

SUBJECT: (B10) Resolution No. 21-9 - Approval of Tree Conservation Easement Vacation at Bella Oaks Development

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve Resolution 21-9 for the vacation of a Tree Conservation Easement and Stormwater Drainage Access Easement and a portion of a 12' Drainage & Utility Easement at Bella Oaks.

SUMMARY: The Community Development Department received an easement vacation application from DR Horton, the current owner and developer of the Bella Oaks townhome subdivision to vacate an existing Tree Conservation Easement for the purposes of constructing an solid waste containment system enclosure (i.e., trash compactor). The original developer of the subdivision planned to construct seven (7) individual dumpster pads and enclosures to serve the 138-townhome subdivision. In 2019, DR Horton acquired the development and started constructing townhomes; in discussions with potential buyers of the townhomes, the proximity of the dumpster enclosures to some of the townhome units was impeding sales. Therefore, DR Horton began to discuss with City staff installing a central compactor unit to serve the development verse the use of individual dumpster pads throughout the subdivision.

Due to the tight layout of the subdivision, DR Horton is requesting the vacation of the existing Tree Conservation Easement located at the west end of Vista Oaks Lane and remove the tree to allow the installation of a trash compactor and enclosure. The easement vacation application and legal descriptions have been reviewed for completeness and accuracy. City departments have reviewed the application and have no outstanding concerns with the proposal. If the easement vacation requested is approved, DR Horton will be required to make payment to the City's tree bank for removal of the tree (at the time a permit is pulled).

Project No.: Funding Account No.:

Presenter: Tim Burman

ATTACHMENTS:

1.	Reso 21-9	Reso 21-9.pdf
2.	Compactor Site Plan	Compactor Site Plan.pdf
3.	Application Package	Application Package.pdf

Lisa Epstein	Created/Initiated - 1/28/2021
Tim Burman	Approved - 1/28/2021
Shannon Balmer	Approved - 2/3/2021
Jamie Miller	Approved - 2/4/2021
Robin Fenwick	Final Approval - 2/5/2021

RESOLUTION NO.21-9

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, VACATING A TREE CONSERVATION EASEMENT LOCATED ON TRACT B, BELLA OAKS SUBDIVISION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Bella Oaks Homeowners Association, Inc., a Florida Banking non-profit corporation, is the record owner of Tract B, Bella Oaks Subdivision, according to the plat thereof recorded in Map Book 60, Page 132, Public Records of Volusia County, Florida, and has applied for the vacation of a tree conservation easement on Tract B as platted, in connection with the construction of a solid waste containment system enclosure required for the development of the Bella Oaks Subdivision; 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 the easement 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 dedicated conservation easement as more particularly described on the attached **Exhibit "A",** comprised of two (2) pages consisting of a legal description and a boundary survey.

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 easement depicted and described on the aforementioned **Exhibit "A"** is hereby declared to be vacated and abandoned, and any right, title and interest of the public in and to the easement depicted and described on the aforementioned **Exhibit "A"** hereby vacated is renounced and disclaimed. All other easements located within Tract B, Bella Oaks Subdivision, not previously vacated shall remain in full force and effect.

Section 2. By application, acceptance and recording of a certified copy of this Resolution, the Property Owners acknowledge and 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 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 _____, 2021

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

SKETCH OF DESCRIPTION

TREE CONSERVATION EASEMENT REMOVAL AREA

BELLA OAKS (T.C. 5)

A PORTION OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST
VOLUSIA COUNTY, FLORIDA

EXHIBIT "A"

AREA ABOVE RESERVED FOR RECORDING INFORMATION

DESCRIPTION

A PARCEL OF LAND LYING WITHIN THE PLAT OF BELLA OAKS, AS RECORDED IN PLAT BOOK 60, PAGE 133, ACCORDING TO THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

COMMENCE AT THE SOUTHWEST CORNER OF LOT 17 OF SAID BELLA OAKS;

THENCE SOUTH 00°21'28" WEST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF VISTA OAKS LANE, A DISTANCE OF 32.00 FEET TO A POINT ON THE TREE CONSERVATION EASEMENT AND THE POINT OF BEGINNING; THENCE SOUTH 39°27'58" EAST ALONG SAID EASEMENT LINE, A DISTANCE OF 20.28 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, CONCAVE NORTHEAST, HAVING A RADIUS OF 28.32 FEET, A CENTRAL ANGLE OF 257°16'30" AND A CHORD LENGTH OF 44.25 FEET, WHICH BEARS NORTH 39°27'58" WEST; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 127.18 FEET; THENCE SOUTH 39°27'58" EAST, A DISTANCE OF 23.96 FEET, RETURNING TO THE POINT OF BEGINNING.

CONTAINING 2,192.24 SQUARE FEET OR 0.05 ACRES, MORE OR LESS.

SURVEYOR'S NOTES

1. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT OF WAY, RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THE LAND
2. NO IMPROVEMENTS HAVE BEEN LOCATED.
4. THIS DOCUMENT CONSISTS OF 2 PAGES NOT FULL OR COMPLETE WITHOUT BOTH.
5. BEARINGS SHOWN HEREON ARE BASED ON THE WESTERLY RIGHT-OF-WAY LINE OF VISTA OAKS LANE, WHICH BEARS S00°21'28"W, PER PLAT.
6. THIS IS NOT A BOUNDARY SURVEY, BUT A GRAPHICAL REPRESENTATION OF THE LEGAL DESCRIPTION INCLUDED HEREIN.
7. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR & MAPPER.

SHEET 1 OF 2
SEE SHEET 2 OF 2 FOR SKETCH

THIS SKETCH IS NOT A SURVEY.

SKETCH OF DESCRIPTION
TREE CONSERVATION EASEMENT REMOVAL AREA
BELLA OAKS (T.C. 5)

A PORTION OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST, ORANGE COUNTY, FLORIDA

JOB NO.: 190403	DATE	REVISIONS	TECH
SCALE: 1"= 20'			
DRAWN BY: CLM			
DATE: N/A			
APPROVED BY: EGT			
DRAWING FILE # I:\2019\1904\BELLA OAKS TREE REMOVAL ESMT.DWG			

AMERICAN SURVEYING &MAPPING INC.
CERTIFICATION OF AUTHORIZATION NUMBER LB#6393
3191 MAGUIRE BOULEVARD, SUITE 200
ORLANDO, FLORIDA 32803
(407) 426-7979
WWW.AMERICANSURVEYINGANDMAPPING.COM

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION, SUBJECT TO THE SURVEYOR'S NOTES CONTAINED HEREON, MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Digitally signed by E Glenn Turner
DN: c=US, st=Florida, l=Orlando, o=American Surveying & Mapping, ou=American Surveying & Mapping, cn=E Glenn Turner, email=gturner@asmcorporate.com
Date: 2021.02.02 15:53:14 -05'00'

E. GLENN TURNER, PSM #5643

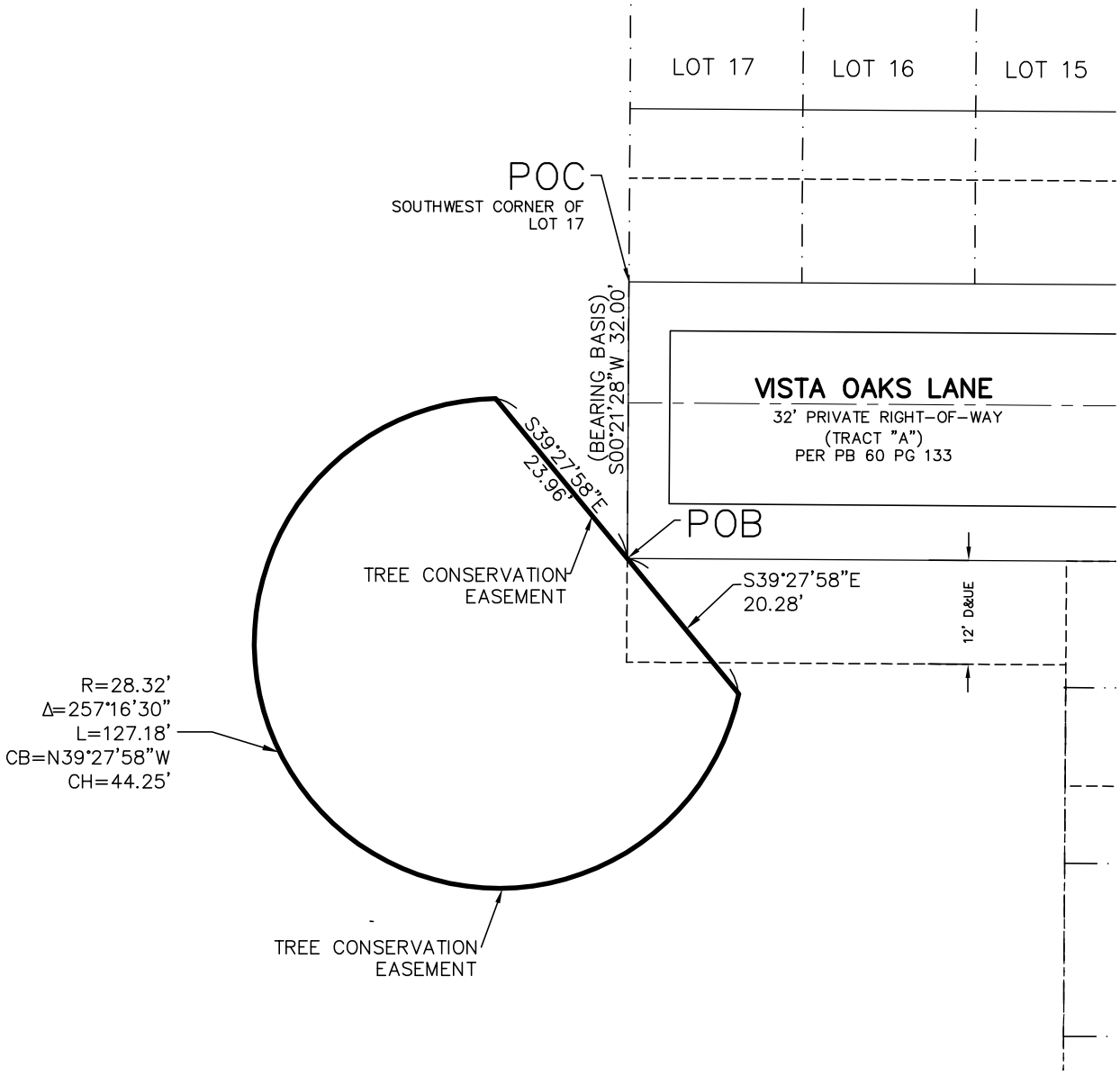
DATE: 01/26/2021

SKETCH OF DESCRIPTION

TREE CONSERVATION EASEMENT REMOVAL AREA

BELLA OAKS (T.C. 5)

A PORTION OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST
VOLUSIA COUNTY, FLORIDA



SHEET 2 OF 2 – NOT FULL OR COMPLETE WITHOUT ALL SHEETS.
SEE SHEET 1 OF 2 FOR DESCRIPTION, NOTES, AND CERTIFICATION.

THIS SKETCH IS NOT A SURVEY.

LEGEND AND ABBREVIATIONS

POC	POINT OF COMMENCEMENT	PB	PLAT BOOK
POB	POINT OF BEGINNING	PG	PAGE
Sq. Ft.	SQUARE FEET		
LB	LICENSED BUSINESS		
PSM	PROFESSIONAL SURVEYOR & MAPPER		
L.A.	LIMITED ACCESS		
R/W	RIGHT-OF-WAY		
S.R.	STATE ROAD		

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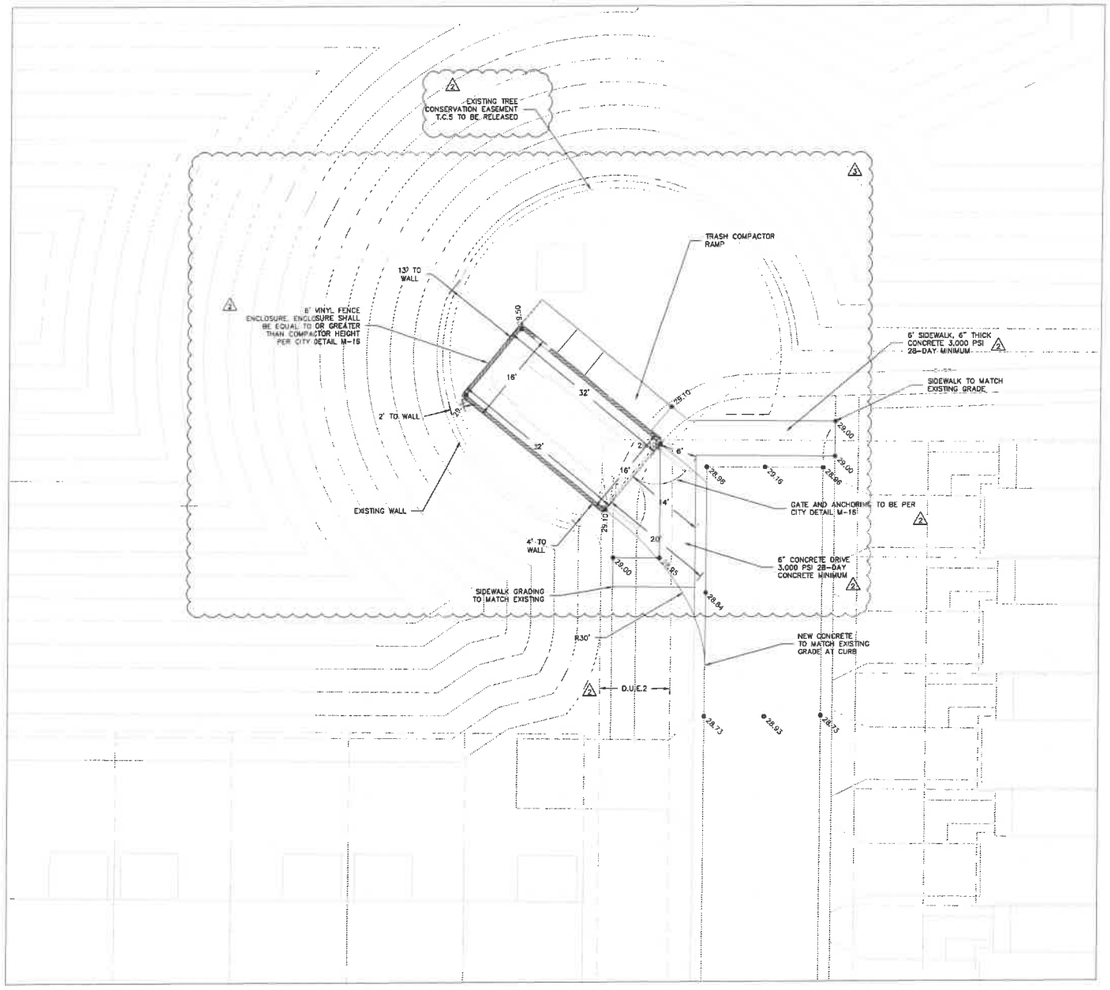
ORLANDO, FLORIDA 32803
(407) 426-7979
WWW.AMERICANSURVEYINGANDMAPPING.COM

GRAPHIC SCALE

(IN FEET)
1 inch = 10 ft.



MADDEN
MOORHEAD & STOKES, LLC
CIVIL ENGINEERS
431 E. Horatio Avenue
Suite 260
Maitland, Florida 32751
(407) 628-8330

SITE PLAN
FOR
BELLA OAKS
FLORIDA

DR HORTON

ENGINEER IN CHARGE:
DAVID A. STOKES, P.E. #65527
CERTIFICATE OF AUTHORIZATION NO. EB-0007723

NO.	DATE	REVISIONS
1	1/6/21	REVISED PER COMMENTS
2	1/15/21	REVISED PER CLIENT
3	1/26/21	REVISED PER CLIENT
4		
5		
6		
7		
8		
9		
10		

JOB #
DATE:
SCALE: 1"=10'
DESIGNED BY: DAS
DRAWN BY: DAS
APPROVED BY: DAS

C002

H:\Data\Trash compactor for Rev\Data Oaks Site Plan.dwg January 26, 2021 6:07 PM

D·R·HORTON® DHI Listed NYSE
America's Builder

Land Department
10192 Dowden Rd
Orlando, FL 32832
(407) 850-5200 Fax: (407) 850-5305

October 8, 2020

RECEIVED
OCT 13 2020
Engineering Division

Attn: Lisa Epstein
Engineering Project Manager
Community Development
1000 City Center Circle
Port Orange, FL 32129
(386) 506-5667

Re: Easement Vacation Application and Proposed Trash Compactor for Bella Oaks

Dear Lisa Epstein,

Please find the enclosed check, Easement Vacation Application, Tree Removal Permit Application, and supporting documents. We are proposing to install a trash compactor at the Bella Oaks subdivision and remove the existing dumpsters as shown on the approved construction plans. We have determined the most practical and most accessible location with the least impact is within the existing Tree Conservation Easement TC5. We believe the trash compactor option in lieu of the individual trash dumpsters will be a safer, cleaner, and more aesthetically pleasing option to serve the residents of Bella Oaks.

Please review the enclosed documents and advise on the next steps in the application process. If you have any questions or require additional information, please contact me directly via email or phone. We look forward to your feedback and guidance.

Sincerely,

Renato Ghizoni
Forward Planner
D.R. Horton, Inc.
10192 DOWDEN RD
ORLANDO, FL 32832
O: 407-850-5212
C: 407-595-6952
EMAIL: RGHIZONI@DRHORTON.COM

CONSV EASEMENT VAC. - BELLA OAK

CITY OF PORT ORANGE

Department of Community Development
Engineering Division

CASE NO. 20-35000006
DATE APPLICATION RECEIVED
OCT 14 2020

1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129 PHONE: (386) 506-5600 FAX: (386) 506-5699
www.port-orange.org

EASEMENT VACATION APPLICATION

Applicant: Dallas Austin, Forward Planning Manger, DR Horton, Inc.

Address: 10192 Dowden Rd, Orlando, FL 32832

Phone: 407-856-6039 Fax: _____ Email: daustin@drhorton.com

Property Owner(s): BELLA OAKS HOMEOWNERS ASSOCIATION, INC

Address: 215 Celebration Place, Suite 115, Celebration, FL 34747

Phone: 407-480-4200 Fax: _____ Email: mddotson@drhorton.com

Subject Property Address: VISTA OAKS LN, PORT ORANGE, 32129

Subdivision Name: BELLA OAKS

Lot Number: Tract B Parcel No.: 630720000001

(Provide a separate attachment for additional properties if necessary)

Legal Description of the proposed easement vacation area *(provide a separate attachment if necessary)*:
See attached Sketch of Description and Legal Description

Purpose for the proposed easement vacation: Accommodate a driveway for a trash compactor to serve the residents of Bella Oaks.

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: _____ Date: 10/8/20

Printed Name : Dallas Austin

I HEREBY GRANT AUTHORIZATION FOR THE ABOVE LISTED APPLICANT TO ACT ON MY BEHALF:

Property Owner Signature: _____ Date: 10/8/20

Printed Name: Anthony Benitez, Secretary Date: _____

Property Owner Signature: _____ Date: _____

Printed Name: _____ Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization this 8 day of October, 2020 by Anthony Benitez, who [X] is personally known to me or [ ] who has produced _____ as identification.

KARLA R. CUEVAS
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG198967
Expires 4/24/2022

_____
Notary Public, State of Florida
Printed Name, Commission, & Term Expiration Date:

CERTIFICATE OF ASSISTANT SECRETARY

The undersigned hereby certifies as follows:

1. She is a duly elected, qualified and acting Assistant Secretary of D.R. Horton, Inc., a Delaware corporation *(the "Company")*, is familiar with the facts herein certified and is duly authorized to certify the same.

2. The following is a true, correct and complete copy of resolutions related to the subject matter as adopted by the Consent of Executive Committee of the Board of Directors of the Company dated May 27, 2020 *(the "Resolutions")*. The Resolutions have not been amended, rescinded or modified and remain in full force and effect as of the date hereof.

Election of Assistant Secretary

RESOLVED, that Dallas Austin is hereby elected to the office of Assistant Secretary of the Company *(the "Assistant Secretary")* in the Company's Orlando Division *(the "Division")*, to serve until the next annual meeting of directors of the Company and until her successor is duly elected and qualified or until her earlier death, resignation or removal.

RESOLVED FURTHER, that the Assistant Secretary is hereby authorized, in the Division and in the name and on behalf of (A) the Company, (B) any partnership of which the Company is a general partner, manager or agent, and (C) any limited liability company of which the Company is a member, manager or agent *(collectively, the "Entities")*, to execute and deliver (i) signage contracts, advertising agreements, applications, consulting agreements, homeowner association documents, contractor and subcontractor agreements and similar or equivalent agreements, documents or instruments, and (ii) CC&Rs, FHA and VA documents, FNMA documents, maps, permits, vendor contracts, agreements and other documents and instruments for the subdivision, development and/or improvement of real property.

IN WITNESS WHEREOF, the undersigned has signed on the 18th day of June, 2020.

Ashley Dagley

Ashley Dagley
Assistant Secretary

U:\JTEWALT\Min\DHI\20Jun18-COAS 2.wpd

REC'D BY_____ PERMIT NUMBER: _____

CITY OF PORT ORANGE

1000 CITY CENTER CIRCLE PORT ORANGE, FL 32129
PHONE 386-506-5602 FAX 386-506-5699

TREE REMOVAL PERMIT APPLICATION

TREE TYPE: ☐ RESIDENTIAL (One/Two-Family Lots) ☑ COMMERCIAL (Multi-Family/Commercial/Industrial Lots) ☐ HISTORIC*

*Live Oak and Bald Cypress trees 36 inches in diameter or greater may only be removed upon approval by the City Council.

JOB ADDRESS & SUBDIVISION: TRACT B AT VISTA OAKS LN, PORT ORANGE, 32129 - BELLA OAKS SUBDIVISION

PROPERTY OWNER: BELLA OAKS HOMEOWNERS ASSOCIATION, INC & D.R. HORTON, INC.

ADDRESS: 10192 Dowden Rd, Orlando, FL 32832

PHONE NO.: 407-856-6039 EMAIL: daustin@drhorton.com; rghizoni@drhorton.com; jbyrom@drhorton.com

CONTRACTOR NAME: Steve Young

BUSINESS NAME: D.R. Horton, Inc.

PHONE NO.: 407-850-5200 EMAIL: styoung@drhorton.com

DESCRIPTION OF PROPOSED TREE(S) TO BE REMOVED (List: quantity, size [diameter of trunk], and type, i.e. 2-6" oaks):

One (1) 19" DBH Red Maple tree

REASON FOR REMOVAL: We may only trim some branches.

Accommodate a driveway for a trash compactor to serve the residents of Bella Oaks.

Residential:
Fill out the "Tree Removal Sketch" on Page 2 of this application, showing all trees on the subject property to be removed as well as those remaining after the proposed removal.

Commercial:
This application must be accompanied by a sketch or survey showing all trees to be removed. This information will be compared to the approved Site Plan and other City records to determine if the proposed removal can be permitted, and what replacement(s), if any, is required by City Code. On older properties where records are not complete, additional information may be required.

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

I HEREBY CERTIFY THE INFORMATION SUBMITTED ON THIS APPLICATION TO BE TRUE AND ACCURATE;

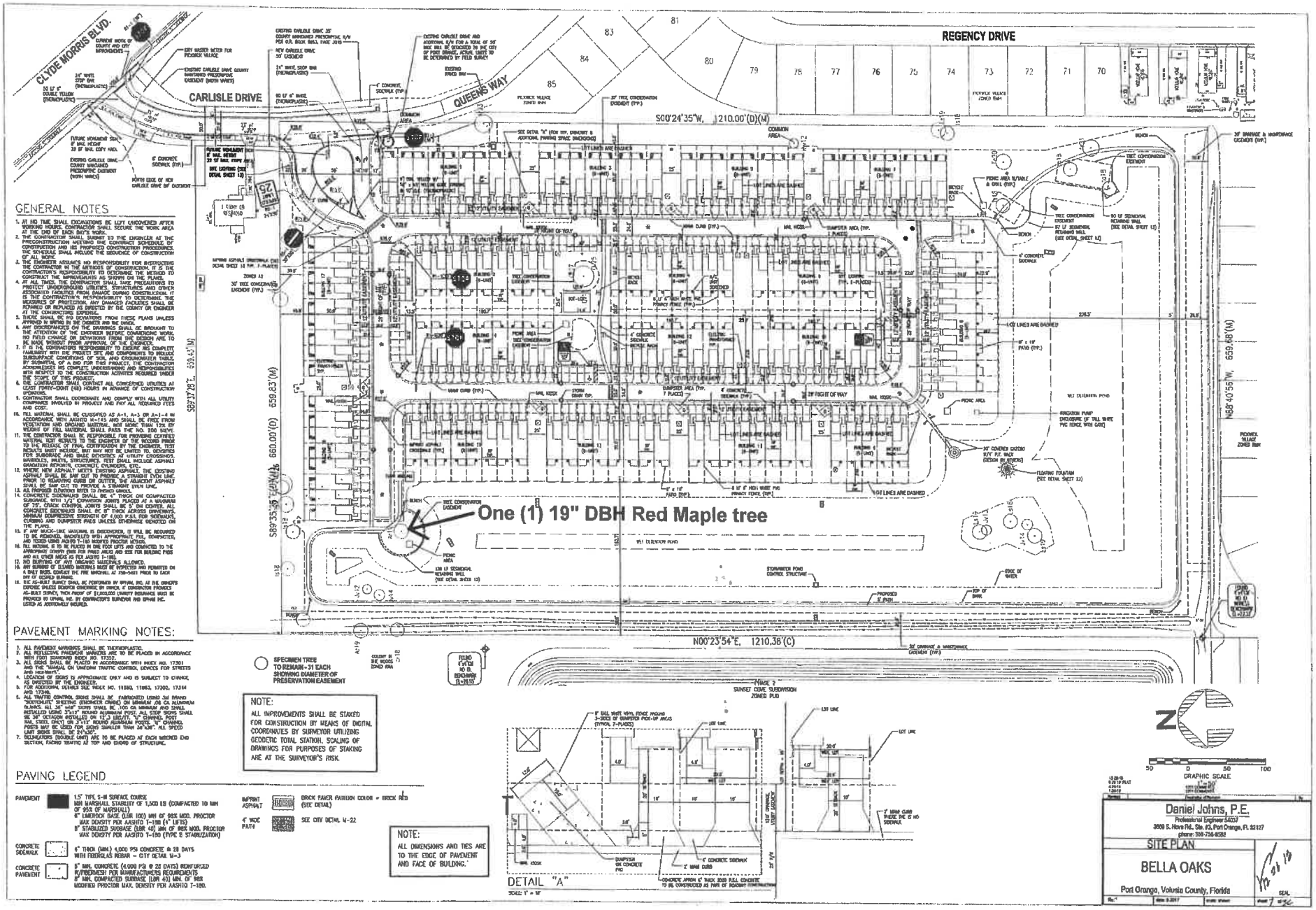
PROPERTY OWNER SIGNATURE: _____ DATE: 10/8/20

or

HOA REPRESENTATIVE (if applicable) Anthony Benitez, Secretary

CONTRACTOR SIGNATURE: _____ DATE: 10/12/20

Continued on Page 2



GENERAL NOTES

1. AT NO TIME SHALL EXCAVATIONS BE LEFT UNCOVERED AFTER WORKING HOURS. CONTRACTOR SHALL SECURE THE WORK AREA AT THE END OF EACH DAY'S WORK.
2. THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER AT THE PRECONSTRUCTION MEETING THE CONTRACT SCHEDULE OF CONSTRUCTION AND HIS PROPOSED CONSTRUCTION PROCEDURES. THE SCHEDULE SHALL INCLUDE THE SEQUENCE OF CONSTRUCTION OF ALL WORK.
3. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR INSTRUCTING THE CONTRACTOR IN THE METHODS OF CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE METHOD TO CONSTRUCT THE IMPROVEMENTS AS SHOWN ON THE PLANS.
4. AT ALL TIMES, THE CONTRACTOR SHALL TAKE PRECAUTIONS TO PROTECT UNDERGROUND UTILITIES, STRUCTURES AND OTHER ASSOCIATED FACILITIES FROM DAMAGE DURING CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE MEASURES OF PROTECTION. ANY DAMAGED FACILITIES SHALL BE REPAIRED OR REPLACED AS DIRECTED BY THE ENGINEER AT THE CONTRACTORS EXPENSE.
5. THERE SHALL BE NO DEVIATIONS FROM THESE PLANS UNLESS APPROVED IN WRITING BY THE ENGINEER AND THE OWNER.
6. ANY DISCREPANCIES ON THE DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE COMMENCING WORK. NO FIELD CHANGE OR DEVIATIONS FROM THE PLANS SHALL BE MADE WITHOUT PRIOR APPROVAL OF THE ENGINEER.
7. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE HIS COMPLETE FAMILIARITY WITH THE PROJECT SITE AND COMPROMISES TO INCLUDE SUBSURFACE CONDITIONS OF SOIL AND GROUNDWATER TABLE. BY SUBMITTAL OF A BID FOR THIS PROJECT, THE CONTRACTOR ACKNOWLEDGES HIS COMPLETE UNDERSTANDING AND RESPONSIBILITIES WITH RESPECT TO THE CONSTRUCTION ACTIVITIES REQUIRED UNDER THE SCOPE OF THIS PROJECT.
8. THE CONTRACTOR SHALL CONTACT ALL CONCERNED UTILITIES AT LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF CONSTRUCTION UPGRADES.
9. CONTRACTOR SHALL COORDINATE AND COMPLY WITH ALL UTILITY COMPANIES INVOLVED IN PROJECT AND PAY ALL REQUIRED FEES AND COST.
10. FILL MATERIAL SHALL BE CLASSIFIED AS A-1, A-3 OR A-2-4 IN ACCORDANCE WITH AASHTO M-145 AND SHALL BE FREE FROM VEGETATION AND ORGANIC MATERIAL, NOT MORE THAN 12% BY WEIGHT OF FILL MATERIAL SHALL PASS THE NO. 200 SIEVE.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING CERTIFIED MATERIAL TEST REPORTS TO THE ENGINEER OF THE RECORD PRIOR TO THE RELEASE OF FINAL CERTIFICATION BY THE ENGINEER. TEST REPORTS MUST INCLUDE, BUT MAY NOT BE LIMITED TO, DENSITIES FOR SUBGRADE AND BASE DENSITIES AT UTILITY CROSSINGS, MANHOLES, INLETS, STRUCTURES. TEST SHALL INCLUDE ASPHALT GRADATION REPORTS, CONCRETE CYLINDERS, ETC.
12. WHERE NEW ASPHALT MEETS EXISTING ASPHALT, THE EXISTING ASPHALT SHALL BE SAW CUT TO PROVIDE A STRAIGHT EVEN LINE. PRIOR TO REMOVING CURB OR CUTTER, THE ADJACENT ASPHALT SHALL BE SAW CUT TO PROVIDE A STRAIGHT EVEN LINE.
13. ALL PROPOSED ELEVATIONS REFER TO FINISHED GRADE.
14. CONCRETE SIDEWALKS SHALL BE 4" THICK ON COMPACTED SUBGRADE, WITH 1/2" EXPANSION JOINTS PLACED AT A MAXIMUM OF 75'. CRACK CONTROL JOINTS SHALL BE 5' ON CENTER. ALL CONCRETE SIDEWALKS SHALL BE 6" THICK ACROSS DRIVEWAYS. MINIMUM COMPRESSIVE STRENGTH OF 4,000 P.S.I. FOR SIDEWALKS, CURBING AND DUMPSTER PADS UNLESS OTHERWISE NOTED ON THE PLANS.
15. IF ANY MUCK-LIKE MATERIAL IS DISCOVERED, IT WILL BE REQUIRED TO BE REMOVED, BACKFILLED WITH APPROPRIATE FILL, COMPACTED, AND TESTED USING AASHTO T-180 MODIFIED PROCTOR METHOD.
16. FILL MATERIAL IS TO BE PLACED IN ONE FOOT LIFTS AND COMPACTED TO THE APPROPRIATE DENSITY (SEE FOR PAVED AREAS AND SIZE FOR BUILDING PADS AND ALL OTHER AREAS AS PER AASHTO T-180).
17. NO BURYING OF ANY ORGANIC MATERIALS ALLOWED.
18. ANY BURNING OF CLEARED MATERIALS MUST BE INSPECTED AND PERMITTED ON A DAILY BASIS. CONTACT THE FIRE MARSHAL AT 258-3401 PRIOR TO EACH DAY OF BURNING.
19. THE AS-BUILT SURVEY SHALL BE PERFORMED BY EPHAM, INC. AT THE OWNERS EXPENSE UNLESS NOTED OTHERWISE BY OWNER. A CONTRACTOR PROVIDED AS-BUILT SURVEY, THEN PROOF OF FLORIDIDA COUNTY INSURANCE MUST BE PROVIDED TO EPHAM, INC. BY CONTRACTOR'S SURVEYOR AND EPHAM INC. LISTED AS ADDITIONALLY INSURED.

PAVEMENT MARKING NOTES:

1. ALL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC.
2. ALL REFLECTIVE PAVEMENT MARKERS ARE TO BE PLACED IN ACCORDANCE WITH FDOT STANDARD INDEX NO. 17352.
3. ALL SIGNS SHALL BE PLACED IN ACCORDANCE WITH INDEX NO. 17301 AND THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS."
4. LOCATION OF SIGNS IS APPROXIMATE ONLY AND IS SUBJECT TO CHANGE AS DIRECTED BY THE ENGINEER.
5. FOR ADDITIONAL DETAILS SEE INDEX NO. 11860, 11862, 17302, 17304 AND 17346.
6. ALL TRAFFIC CONTROL SIGNS SHALL BE FABRICATED USING 3M BRAND "SCOTCHLITE" SHEETING (ENGINEER GRADE) OR MINIMUM 3M OR ALUMINUM BLANKS. ALL 36" x 48" SIGNS SHALL BE .100 GA MINIMUM AND SHALL INSTALLED USING 3"x12" ROUND ALUMINUM POST. ALL STOP SIGNS SHALL BE 30" OCTAGON INSTALLED ON 12'-3 LBS/FT, 1/2" CHANNEL POST MIN. STEEL ONLY) OR 2"x12" ROUND ALUMINUM POSTS, 1/2" CHANNEL POSTS MAY BE USED FOR SIGNS SMALLER THAN 24"x36". ALL SPEED LIMIT SIGNS SHALL BE 24"x30".
7. DELINEATORS (DOUBLE UNIT) ARE TO BE PLACED AT EACH MITERED END SECTION, FACING TRAFFIC AT TOP AND BOARD OF STRUCTURE.

PAVING LEGEND

- PAVEMENT: 1.5" TYPE S-III SURFACE COURSE MIN MARSHALL STABILITY OF 1,500 LB (COMPACTED TO MIN OF 95% OF MARSHALL) 6" LIMEROCK BASE (LBR 100) MIN OF 98% MOD. PROCTOR MAX DENSITY PER AASHTO T-180 (4" LIFTS) 8" STABILIZED SUBGRADE (LBR 40) MIN OF 98% MOD. PROCTOR MAX DENSITY PER AASHTO T-180 (TYPE B STABILIZATION)
- CONCRETE SIDEWALK: 6" THICK (MIN.) 4,000 PSI CONCRETE @ 28 DAYS WITH FIBERGLAS REBAR - CITY DETAIL W-3
- CONCRETE PAVEMENT: 8" MIN. CONCRETE (4,000 PSI @ 28 DAYS) REINFORCED W/FIBERMESH PER MANUFACTURERS REQUIREMENTS 8" MIN. COMPACTED SUBBASE (LBR 40) MIN. OF 98% MODIFIED PROCTOR MAX. DENSITY PER AASHTO T-180.
- IMPRINT ASPHALT: BRICK PAVER PATTERN COLOR = BRICK RED (SEE DETAIL)
- 4' WIDE PATH: SEE CITY DETAIL W-22

SPECIMEN TREE TO REMAIN - 31 EACH SHOWING DIAMETER OF PRESERVATION EASEMENT

NOTE: ALL IMPROVEMENTS SHALL BE STAKED FOR CONSTRUCTION BY MEANS OF DIGITAL COORDINATES BY SURVEYOR UTILIZING GEODETIC TOTAL STATION. SCALING OF DRAWINGS FOR PURPOSES OF STAKING ARE AT THE SURVEYOR'S RISK.

NOTE: ALL DIMENSIONS AND TIES ARE TO THE EDGE OF PAVEMENT AND FACE OF BUILDING.

GRAPHIC SCALE 50 0 50 100

Daniel Johns, P.E.
Professional Engineer 54037
3606 S. Nova Rd., Ste. #3, Port Orange, FL 32127
phone: 386-756-8582

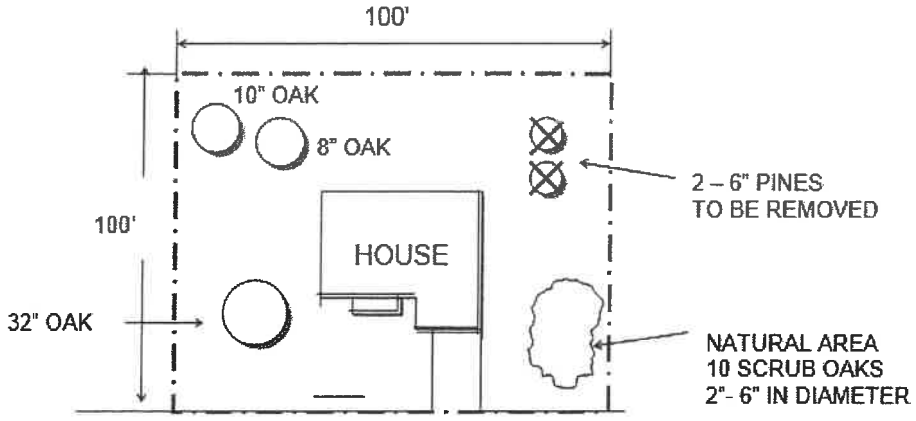
SITE PLAN

BELLA OAKS

Port Orange, Volusia County, Florida

SEAL

SAMPLE SKETCH

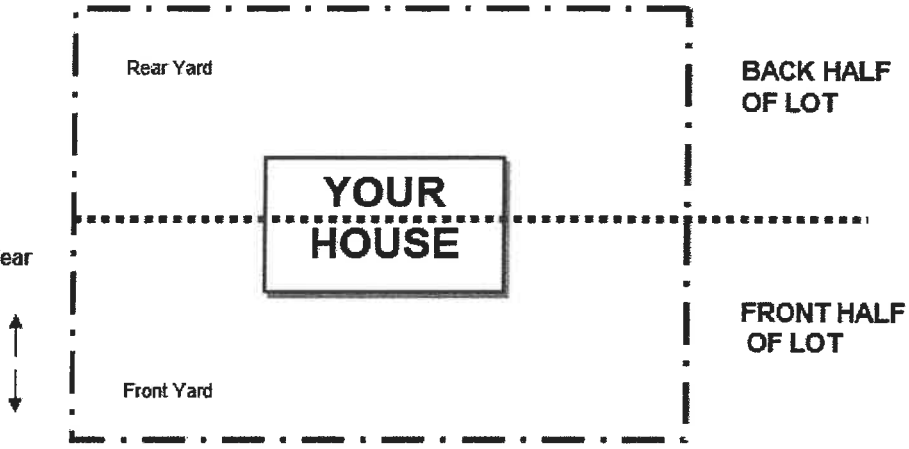


TREE REMOVAL SKETCH

☐ **LABEL ALL TREES BY TYPE AND SIZE (DIAMETER OF TRUNK); PUT AN "X" IN TREE(S) TO BE REMOVED**
☐ **DO NOT COUNT CHINESE TALLOW, FRUIT TREES OR SAGO PALMS AND THE FOLLOWING EXEMPT SPECIES: AUSTRALIAN PINE, BRAZILIAN PEPPER, CHINABERRY, CITRUS, EAR TREE, EUCALYPTUS, PUNK**

TREE LEGEND

- **S:** Shade Tree (Oak, Maple, Sycamore, Hackberry, Magnolia)
- **U:** Understory Tree (Crepe Myrtle, Wax Myrtle)
- **P:** Palm Tree (Minimum 8 ft. clear Trunk)



OFFICE USE ONLY

☐ **Residential** ☐ **Commercial** ☐ **Historic**

NUMBER OF SHADE TREES REMAINING AFTER PROPOSED REMOVAL:

FRONT HALF OF LOT_____ BACK HALF OF LOT_____ OTHER _____

REPLACEMENT TREES REQUIRED ☐ YES ☐ NO **TREE REPLACEMENT DATE:** _____

TOTAL TREES REQUIRED ON LOT (1 tree/ 2,500 sf lot area): _____

NUMBER: _____ TYPE: _____

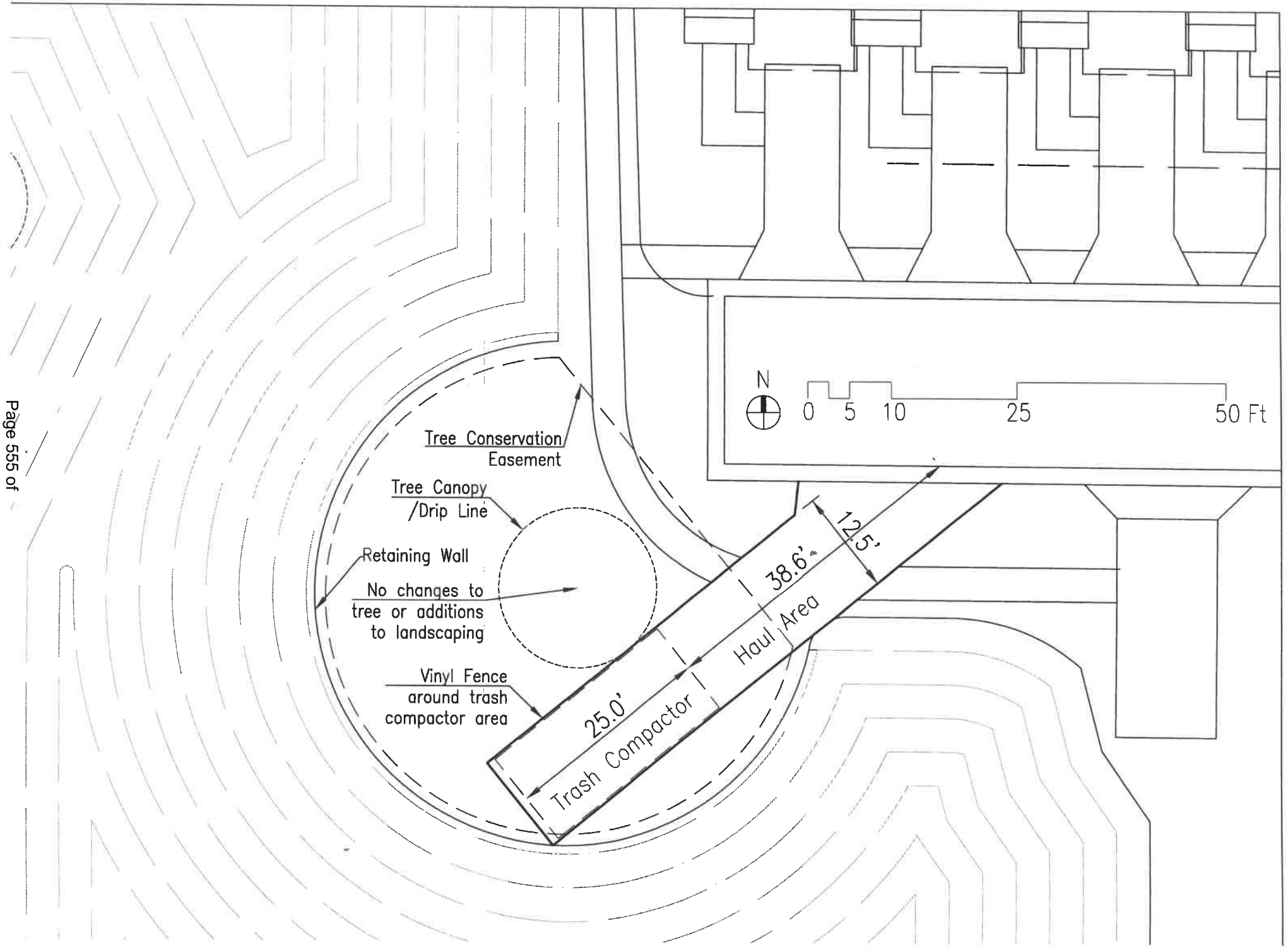
LOCATION OF REPLACEMENT TREE(S): _____

MITIGATION AMOUNT TO BE PAID: _____

All replacement trees shall be Florida Number 1 Grade or better, and shall be a minimum for Residential: 2" Caliper, and 10' tall at the time of planting; and for Commercial: 4" Caliper, and 14' tall at the time of planting.

APPROVED BY: _____ DATE: _____

Revised 4/21/20


N
0 5 10 25 50 Ft
Tree Conservation Easement
Tree Canopy /Drip Line
Retaining Wall
No changes to tree or additions to landscaping
Vinyl Fence around trash compactor area
25.0'
Trash Compactor
38.6'
Haul Area
12.5'

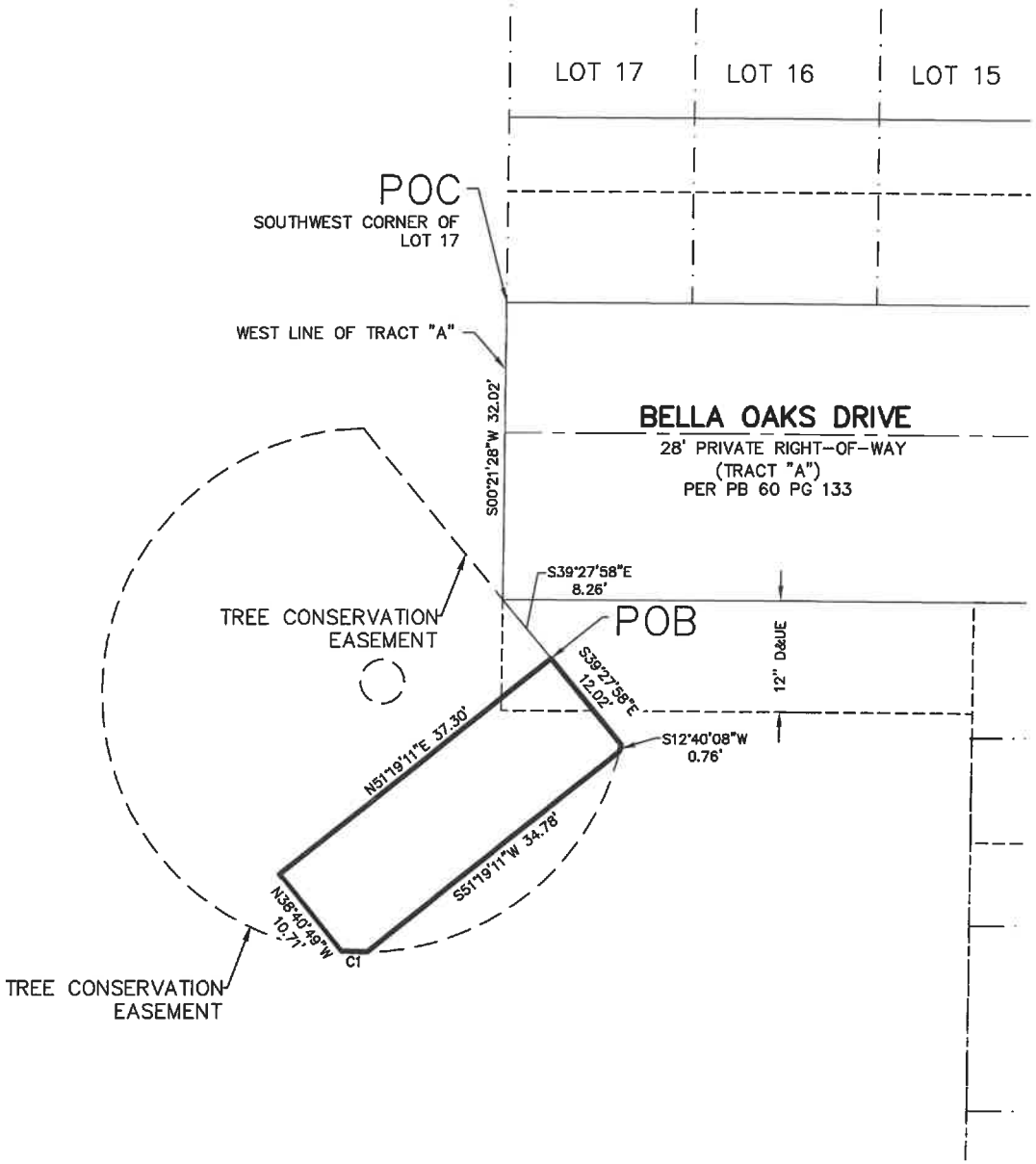
SKETCH OF DESCRIPTION

TREE CONSERVATION EASEMENT REMOVAL AREA

BELLA OAKS

A PORTION OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST
VOLUSIA COUNTY, FLORIDA

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord
C1	2.76'	28.32'	5°34'40"	N88°03'53"W	2.76'



SHEET 2 OF 2 – NOT FULL OR COMPLETE WITHOUT ALL SHEETS.
SEE SHEET 1 OF 2 FOR DESCRIPTION, NOTES, AND CERTIFICATION.

THIS SKETCH IS NOT A SURVEY.

LEGEND AND ABBREVIATIONS

POC	POINT OF COMMENCEMENT	PB	PLAT BOOK
POB	POINT OF BEGINNING	PG	PAGE
Sq. Ft.	SQUARE FEET		
LB	LICENSED BUSINESS		
PSM	PROFESSIONAL SURVEYOR & MAPPER		
L.A.	LIMITED ACCESS		
R/W	RIGHT-OF-WAY		
S.R.	STATE ROAD		

AMERICAN SURVEYING &MAPPING INC.
CERTIFICATION OF AUTHORIZATION NUMBER LB#6393
3191 MAGUIRE BOULEVARD, SUITE 200
ORLANDO, FLORIDA 32803
(407) 426-7979
WWW.AMERICANSURVEYINGANDMAPPING.COM

SKETCH OF DESCRIPTION

TREE CONSERVATION EASEMENT REMOVAL AREA
BELLA OAKS

A PORTION OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST
VOLUSIA COUNTY, FLORIDA

AREA ABOVE RESERVED FOR RECORDING INFORMATION

DESCRIPTION

A PARCEL OF LAND LYING WITHIN THE PLAT OF BELLA OAKS, AS RECORDED IN PLAT BOOK 60, PAGE 133, ACCORDING TO THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

COMMENCE AT THE SOUTHWEST CORNER OF LOT 17 OF SAID BELLA OAKS;

THENCE SOUTH 00°21'28" WEST ALONG THE WESTERLY LINE OF TRACT A, VISTA OAKS LANE, A 28 FOOT PRIVATE RIGHT-OF-WAY, A DISTANCE OF 32.00 FEET TO A POINT ON THE TREE CONSERVATION EASEMENT; THENCE SOUTH 39°27'58" EAST ALONG SAID TREE CONSERVATION EASEMENT, A DISTANCE OF 8.27 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 39°27'58" EAST ALONG SAID TREE CONSERVATION EASEMENT, A DISTANCE OF 12.02 FEET; THENCE CONTINUE ALONG SAID TREE CONSERVATION EASEMENT SOUTH 12°40'08" WEST, A DISTANCE OF 0.76 FEET; THENCE DEPARTING SAID TREE CONSERVATION EASEMENT, RUN SOUTH 51°19'11" WEST, A DISTANCE OF 34.78 FEET TO A POINT ON SAID TREE CONSERVATION EASEMENT AND A POINT ON A NON TANGENT CURVE TO THE RIGHT, CONCAVE NORTHERLY, HAVING A RADIUS OF 28.32 FEET, A CENTRAL ANGLE OF 5°34'40", A CHORD DISTANCE OF 2.76 FEET, BEARING NORTH 88° 03' 53" WEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID TREE CONSERVATION EASEMENT A LENGTH OF 2.76 FEET; THENCE DEPARTING SAID TREE CONSERVATION EASEMENT, RUN NORTH 38°40'49" WEST, A DISTANCE OF 10.71 FEET; THENCE NORTH 51°19'11" EAST, A DISTANCE OF 37.30 FEET TO THE POINT OF BEGINNING.

CONTAINING 465.41 SQUARE FEET OR 0.0107 ACRES, MORE OR LESS.

SURVEYOR'S NOTES

1. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT OF WAY, RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THE LAND
2. NO IMPROVEMENTS HAVE BEEN LOCATED.
4. THIS DOCUMENT CONSISTS OF 2 PAGES NOT FULL OR COMPLETE WITHOUT BOTH.
5. BEARINGS SHOWN HEREON ARE BASED ON WEST LINE OF THE WEST LINE OF TRACT "A", WHICH BEARS S00°21'28"W, PER PLAT.
6. THIS IS NOT A BOUNDARY SURVEY, BUT A GRAPHICAL REPRESENTATION OF THE LEGAL DESCRIPTION INCLUDED HEREIN.

SHEET 1 OF 2
SEE SHEET 2 OF 2 FOR SKETCH

THIS SKETCH IS NOT A SURVEY.

SKETCH OF DESCRIPTION
TREE REMOVAL EASEMENT REMOVAL AREA
BELLA OAKS
A PORTION OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST, ORANGE COUNTY, FLORIDA

JOB NO.: 190403	DATE	REVISIONS	TECH
SCALE: 1"= 20'			
DRAWN BY: CLM			
DATE: N/A			
APPROVED BY: EGT			
DRAWING FILE # I:\2019\1904\BELLA OAKS TREE REMOVAL ESMT.DWG			

ASM
AMERICAN SURVEYING &MAPPING INC.
CERTIFICATION OF AUTHORIZATION NUMBER LB#6393
3191 MAGUIRE BOULEVARD, SUITE 200
ORLANDO, FLORIDA 32803
(407) 426-7979
WWW.AMERICANSURVEYINGANDMAPPING.COM

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION, SUBJECT TO THE SURVEYOR'S NOTES CONTAINED HEREON, MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

E. GLENN TURNER, PSM #5643

DATE: 10/12/2020

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 2/16/2021

Consent item: Yes

SUBJECT: (B11) Resolution No. 21-10 - Easement Vacation 968 Tall Pine Drive

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Resolution No. 21-10 .

SUMMARY: The Community Development Department received an easement vacation application to vacate a 5-foot wide Drainage and Utility Easement and vacate a 20-foot portion of a 25-foot wide Utility, Drainage, and Public Access Easement along the east property line at the property located at 968 Tall Pine Drive in the Deep Forest Village Subdivision. The objective for the request is for the purposes of constructing a detached garage. The 20-foot wide easement portion was previous right-of-way for Tall Pine Drive that was vacated per the approval of Resolution 80-31 in 1980. In the 1980 Resolution that vacated the right-of-way, the City maintained rights for utilities, drainage, and public access via an easement over the former right-of-way; additionally, the 5-foot "street frontage" Utility and Drainage Easement that was initial adjacent to the right-of-way was not vacated in 1980. Utility companies have verified no objections to either vacation request.

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 with the proposal to vacate a the 5-foot Drainage and Utility Easement and a 20-foot wide portion of the existing 25-foot Utility, Drainage, and Public Access Easement along the east property line. 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 area.

Project No.: Funding Account No.:

Presenter: Tim Burman

ATTACHMENTS:

1.	Resolution No. 21-10 with exhibit	Reso 21-10.pdf
2.	Application Pkg	Application Pkg.pdf
3.	Location Map	Location Map.pdf
4.	Aerial	Aerial.pdf

Lisa Epstein	Created/Initiated - 1/26/2021
Tim Burman	Approved - 1/26/2021
Shannon Balmer	Approved - 2/3/2021
Jamie Miller	Approved - 2/4/2021
Robin Fenwick	Final Approval - 2/5/2021

RESOLUTION NO.21.10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, VACATING A PORTION OF THE SIDEYARD DRAINAGE AND UTILITY EASEMENT AND A PORTION OF THE 25 FOOT UTILITY DRAINAGE, AND PUBLIC ACCESS EASEMENT ALONG THE EASTERN PROPERTY LINE LOCATED AT 968 TALL PINE ON LOT 4 BLOCK 14 OF THE DEEP FORECT VILLAGE SUBDIVISION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Orville C. Haskett, Jr. and Ruth B Haskett, are the record owners of Lot 4, Block 14, Deep Forest Village Subdivision, according to the Warranty Deed recorded in Official Records Book 7821, Page 3548, Public Records of Volusia County, Florida, and have applied for the vacation of the 5-foot wide drainage and utility easement and a 20-foot wide portion of the 25-foot utility, drainage, and public access easement along the eastern property line located at 968 Tall Pine Drive, in connection with the construction of a detached garage; 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 easement and that portion of the utility, drainage and public access easement 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 easement and that portion of the utility, drainage and public access easement 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 4, Block 14, Deep Forest Village Subdivision, not previously vacated shall remain in full force and effect.

Section 2. By accepting this vacation of the drainage and utility easement and that portion of the utility, drainage and public access easement, 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

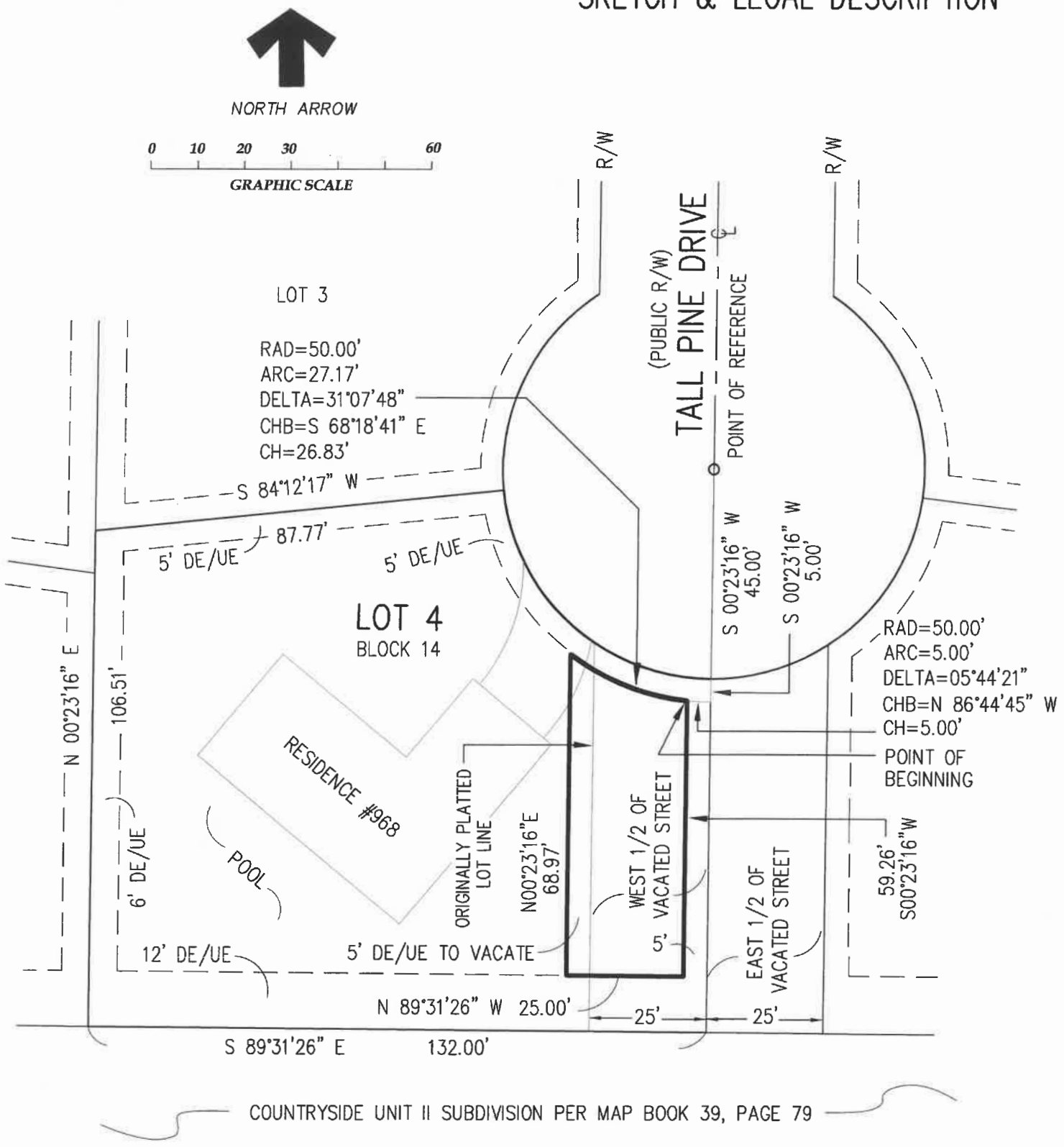
_____
Robin L. Fenwick, MMC, City Clerk

Adopted on the _____ day of _____, 2021

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

EXHIBIT "A"

SKETCH & LEGAL DESCRIPTION



SEE SHEET 2 OF 2 FOR LEGAL DESCRIPTION, GENERAL NOTES, LEGEND/ABBREVIATIONS AND CERTIFICATION.

KUHAR SURVEYING & MAPPING, LLC
1501 RIDGEWOOD AVENUE – SUITE 205 – HOLLY HILL – FLORIDA – 32117
Phone: 386-295-8051 info@kuharsurveying.com
LB #7991

SKETCH & DESCRIPTION	
DATE: 12/19/2020	
SHEET 1 OF 2	1" = 30'

SKETCH & LEGAL DESCRIPTION

LEGAL DESCRIPTION – WRITTEN BY THE UNDERSIGNED SURVEYOR

A PORTION LOT 4, BLOCK 14, AND A PORTION OF THE WEST HALF (1/2) OF THE VACATED RIGHT-OF-WAY OF TALL PINE DRIVE, NOW CONSIDERED A PART OF SAID LOT 4, BLOCK 14, DEEP FOREST VILLAGE SUBDIVISION, AS RECORDED IN MAP BOOK 33, PAGE 98 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER (RADIUS POINT) OF THE TALL PINE DRIVE RIGHT-OF-WAY CUL-DE-SAC ADJACENT TO SAID LOT 4, BLOCK 14 FOR A POINT OF REFERENCE; THENCE ALONG THE CENTERLINE OF SAID RIGHT-OF-WAY EXTENDED SOUTHERLY, S00°23'16"W FOR A DISTANCE OF 45.00 FEET TO A NON-TANGENT CURVE, BEING THE CURRENT SOUTHERLY RIGHT-OF-WAY LINE OF SAID TALL PINE DRIVE; THENCE CONTINUE S00°23'16"W FOR A DISTANCE OF 5.00 FEET TO A NON-TANGENT CURVE; THENCE ALONG SAID CURVE HAVING A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 5.00 FEET, A CENTRAL ANGLE (DELTA) OF 05°44'21", A CHORD BEARING OF N86°44'45"W AND A CHORD DISTANCE OF 5.00 FEET TO A NON-TANGENT LINE AND THE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE DEPARTING SAID CURVE ALONG SAID NON-TANGENT LINE S00°23'16"W FOR A DISTANCE OF 59.26 FEET; THENCE N89°31'26"W FOR A DISTANCE OF 25.00 FEET; THENCE N00°23'16"E FOR A DISTANCE OF 68.97 FEET TO A NON-TANGENT CURVE; THENCE ALONG SAID CURVE HAVING A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 27.17 FEET, A CENTRAL ANGLE (DELTA) OF 31°07'48", A CHORD BEARING OF S68°18'41"E AND A CHORD DISTANCE OF 26.83 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINING 1,570 SQUARE FEET, MORE OR LESS.

GENERAL NOTES:

1. *BASIS OF BEARINGS; PLAT OF DEEP FOREST VILLAGE SUBDIVISION, PER MAP BOOK 33, PAGE 98 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, WITH THE SOUTHERLY LINE OF LOT 4, BLOCK 14, BEING S89°31'26"E.*
2. *THERE MAY BE EASEMENTS AND OTHER ITEMS OF RECORD NOT SHOWN HEREON (NO TITLE WORK PROVIDED).*
3. *THIS SKETCH BASED ON DATA OBTAINED PER PUBLIC RECORDS AND OLD SURVEYS BY OTHERS.*
4. *THIS IS A GRAPHIC ILLUSTRATION FOR INFORMATIONAL PURPOSES ONLY, AND IS NOT INTENDED TO DEPICT A FIELD SURVEY ... THIS IS NOT A BOUNDARY SURVEY.*
5. *RECORDED DOCUMENTATION WITH REGARD TO THE EXISTING VACATED RIGHT-OF-WAY REFERENCED HEREON WAS NOT PROVIDED TO THE UNDERSIGNED.*

LEGEND/ABBREVIATIONS

LB = LICENSED BUSINESS
R/W = RIGHT OF WAY
PG/P = PAGE
ORB = OFFICIAL RECORDS BOOK
A/U = AERIAL UTILITY
℄ = CENTERLINE

CERTIFIED TO:
ORVILLE C. HASKETT, JR.
RUTH B. HASKETT

I HEREBY CERTIFY THAT THIS SKETCH MEETS MINIMUM STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS PER CHAPTER 5J-17.050-.052, FLORIDA ADMINISTRATIVE CODE.

KENNETH J. KUHAR
FLORIDA PROFESSIONAL SURVEYOR/MAPPER #6105

KUHAR SURVEYING & MAPPING, LLC
1501 RIDGEWOOD AVENUE – SUITE 205 – HOLLY HILL – FLORIDA – 32117
Phone: 386-295-8051 info@kuharsurveying.com
LB #7991

SKETCH & DESCRIPTION	
DATE: 12/19/2020	
SHEET 2 OF 2	1" = 30'

MEMORANDUM

TO: Distribution List

FROM: Greg Holden, Engineering Specialist

PROPOSED EASEMENT VACATION - EASEMENT VACATION - 968 TALL PINE DR
PROJECT NO: 20-35000009

TRANSMITTAL DATE: November 24, 2020

COMMENT DUE DATE: **December 2, 2020**

Attached is an application for an easement vacation at the above referenced location. Please review the application and enter your approval or list of requirement comments into Naviline project review for the above referenced case number by the above referenced due date.

This memo is also intended as notification to the Office of the City Attorney to please also prepare any documentation necessary for city council approval (resolution, quit claim, etc.).

DISTRIBUTION:

☒ Planning	☐ Building	☒ Public Utilities
☒ City Attorney	☐ Fire	☒ Public Works
☒ Engineering	☐ Consulting Engineer	☐ Police
☐ Landscaping/Environmental Review		☒ Right-of-Way

68 Tall Pine DRCASE SUMMARY
CASE NO. PROJ
PZPTDS/PZPDES

Submittal Date.: 11/16/2020	Application Fee: $250.00
Property Address/Location: 968 Tall Pine Dr	Parcel No.: 631603140040
Staff Contact: Greg Holden	
Applicant's Name: Orville C. Haskett	Owner's Name: Orville C. Haskett
Applicant's Address: 968 Tall Pine Dr	Owner's Address: 968 Tall Pine Dr
Description of Request: Vacate 5ft Drainage and Utility easement	
SUMMARY OF EVENTS: Application received Advertised in News Journal CC approved request Quit claim sent to applicant/owner	
CITY COUNCIL MEETING DATE:	RESOLUTION NO.:
COMMENTS:	

CITY OF PORT ORANGE

Department of Community Development
Engineering Division

CASE NO.
20-35000009
DATE APPLICATION RECEIVED

1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129 PHONE: (386) 506-5600 FAX: (386) 506-5699
www.port-orange.org

EASEMENT VACATION APPLICATION

Applicant: ORVille C. HASKETT, JR.

Address: 968 TALL PINE DRIVE, PORT ORANGE,

Phone: 804-334-8319 Fax: _____ Email: RUTHJR1977@OUTLOOK.COM

Property Owner(s): ORVille C. HASKETT JR, RUTH B. HASKETT

Address: 968 TALL PINE DRIVE, PORT ORANGE

Phone: 804-334-8319 Fax: _____ Email: RUTHJR1977@OUTLOOK.COM

Subject Property Address: 968 TALL PINE DRIVE, DEEP FOREST SUBDIVISON

Subdivision Name: DEEP FOREST

Lot Number: LOT 4 Parcel No.: 631603140040

(Provide a separate attachment for additional properties if necessary)

Legal Description of the proposed easement vacation area *(provide a separate attachment if necessary)*:

Purpose for the proposed easement vacation: BUILD GARAGE

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)

Altkey: 3644123
HASKETT ORVILLE C JR

Parcel ID: 631603140040
968 TALL PINE DR , PORT ORANGE

Parcel

Short Parcel Id	631603140040
Property Location	968 TALL PINE DR, PORT ORANGE, 32127
PC Code	0100 - SINGLE FAMILY
Total Bldgs	1
Neighborhood	3733 - DEEP FOREST VILLAGE SUB MB33
Business Name	
Homestead Property	Yes

Primary Owner

Owner	HASKETT ORVILLE C JR
In Care Of	
Mailing Address	968 TALL PINE DR
	PORT ORANGE FL 32127
	Change Mailing Address Online

All Owners

#	Owner 1	Owner 2	Owner %	Owner Type(s)
0	HASKETT ORVILLE C JR		100	TE - Tenancy in the Entirety
1	HASKETT RUTH B		100	TE - Tenancy in the Entirety

Legal

Millage Group	402-PORT ORANGE
Legal Description	LOT 4 & W1/2 OF VAC ST ADJ TO E/L BLK 14 DEEP FOREST VILLAGE MB 33 PGS 98-100 INC PER OR 4232 PG 2748 PER OR 6294 PGS 3511-3512 PER OR 6297 PGS 1985-1986 PER OR 7611 PG 2838 PER OR 7821 PG 3548
Map TWP-RNG-SEC	16 - 33 - 16
Subdivision-Block-Lot	03 - 14 - 0040
Date Created	31-DEC-81
Year Annexed	

Special Assessment

Project #	Description	Units	Rate	Amount
4021	PORT ORANGE STORMWATER	1.00	$115.00	$115.00

Sales

Book/Page	Instr Type	Inst #	Sale Date	V/I	Sale Price
7821 / 3548	WD-WARRANTY DEED	2020042648	02/13/2020	I	$255,500
7611 / 2838	WD-WARRANTY DEED	2018210575	10/09/2018	I	$242,000
6297 / 1985	WD-WARRANTY DEED	2008226288	11/12/2008	I	$140,000

6294 / 3511	PR1-PERSONAL REP	2008220427	11/10/2008	I	$100
4232 / 2748	WD-WARRANTY DEED	1997148302	08/15/1997	I	$106,500
2201 / 0227	WD-WARRANTY DEED		09/15/1980	I	$66,500
2127 / 0119	WD-WARRANTY DEED		11/15/1979	V	$9,500

County Links

Property Tax Bill	CLICK HERE
Link to Permits	CLICK HERE

Other Links

Google Street Address	CLICK HERE
Bing Maps	CLICK HERE

Prepared by and Return To:
Donovan Moore
Fidelity National Title of Florida, Inc.
941 W. Morse Blvd, Suite 150
Winter Park, FL 32789

Order No.: 10-20-0049

For Documentary Stamp Tax purposes the consideration is $255,500.00

APN/Parcel ID(s): 631603140040

WARRANTY DEED

THIS WARRANTY DEED dated February 13, 2020, by William Allen Fredo, a single man, hereinafter called the grantor, to Orville C. Haskett Jr. and Ruth B. Haskett, husband and wife, whose post office address is 968 Tall Pine Dr, Port Orange, FL 32127, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of Ten And No/100 Dollars ($10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the grantee, all the certain land situated in the County of Volusia, State of Florida, to wit:

Lot 4 and the West 1/2 of the vacated street adjacent to the Easterly lot line, Block 14, Deep Forest Village Subdivision, according to the map or plat thereof, as recorded in Map Book 33, Page 98 through 100, inclusive, of the Public Records of Volusia County, Florida.

Subject to easements, restrictions, reservations and limitations of record, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same in Fee Simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2019.

WARRANTY DEED
(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Signed, Sealed and Delivered in the presence of:

Witness Signature

Kevin Hamel
Print Name

Witness Signature

Jennifer J Berchol2
Print Name

William Allen Fredo

Address: 27767 George Merrelli Dr
Warren, MI 48092

State of Michigan
County of Macomb

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 13 day of February, 2020 by William Allen Fredo, to me known to be the person(s) described in or who has/have produced Driverlicense as identification and who executed the foregoing instrument and he/she/they acknowledged that he/she/they executed the same.

NOTARY PUBLIC Jennifer J Berchol
My Commission Expires: 12.21.2020

JENNIFER J BERKHOLZ
Notary Public, State of Michigan
County of Macomb
My Commission Expires Dec. 21, 2020
Acting in the County of Macomb

DATE: _____

FLORIDA POWER & LIGHT
Attn: Bill Watier or Matt Shaw
Engineering Lead
3000 Spruce Creek Road
Port Orange, FL 32129
W.L.Watier@fpl.com
386-322-3421 386-322-3403

AT&T
Attn: Jamie Hardie
Mgr OSP Plng & Engrg Design
268 Ridgewood Ave.
Daytona Beach, FL 32114
Jh8078@att.com
386-281-6961

TECO Peoples Gas
Attn: PGS Real Estate /
Joan Domning
8416 Palm River Road
Tampa, FL 33619
RealEstateServices@tecoenergy.com
813-275-3783 Ext. 53783

CHARTER COMMUNICATIONS
Attn: Stacy Stafford
1195 South Woodland Blvd.
DeLand, FL 32720
Stacy.stafford@charter.com
407-532-8614

SUBJECT: PROPOSED EASEMENT VACATION

Deer Forest Lot #4 968 Tall Pine Drive Parcel # 6316031400 40
(SUBDIVISION NAME, LOT NUMBER, ADDRESS, PARCEL NUMBER)

Dear Sir or Madam:

I/We wish to request that your utility company release any interest in or right to the easement(s) located on the above referenced property as shown per the attached survey and legal description. In order to consider this request for a proposed easement vacation, the City of Port Orange requires an original notarized letter from your utility company releasing any interest in or right to the specific described easement.

Please address your letter to:

City Of Port Orange
Attn: Ms. Lisa Epstein / Engineering Specialist
Lepstein@port-orange.org
Department of Community Development
1000 City Center Circle
Port Orange, FL 32129

Time is of the essence. The City must receive the requested letter before the proposed easement can be scheduled for review and action by the City Council. For this reason, your prompt attention is requested. The notarized letter may be e-mailed and followed up with mailed or hand-delivered hard copy. If you have any questions, please contact either Ms. Epstein at (386) 506-5662.

Sincerely,

Orville C. Haskett

Print name: Orville C. Haskett, JR

Florida Power & Light Company, 3000 Spruce Creek Rd, Port Orange, FL 32129
Phone: 386-322-3420, Fax: Fax Number

July 30, 2020

City of Port Orange
968 Tall Pine Dr
Port Orange, FL, 32127

Dear City of Port Orange,

This letter is in response to your request for the release of a platted utility easement.

In meeting with your request, FPL has no objection to releasing our rights in the platted utility easement known as "Deep Forest Lot #4" in Plat Book Plat Book 33, Page Page 98 of the Public records of Volusia County .

The release is restricted to the following description: "West half of the vacated street adjacent to the easterly lot line according to the platted utility easement/drainage easement."

Should you have any questions or concerns, please do not hesitate to contact Courtney Thomas at 386-322-3423.

Sincerely,

Bill Watier
Engineering Lead

TECO
PEOPLES GAS
AN EMERA COMPANY

1/20/2021

To: Ms. Lisa Epstein-Engineering Specialist
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

RE: Vacate of Easement
968 Tall Pine Drive Port Orange, FL 32127
Parcel #631603140040

From: TECO Peoples Gas

To Whom It May Concern:

Thank you for contacting TECO Peoples Gas Company regarding the vacate of easement at the above referenced location. After reviewing the documents provided, TECO-PGS has NO objection to this request. Furthermore, TECO-PGS has no facilities in the area of 968 Tall Pine Drive, Port Orange, FL 32127.

If you have further questions, please do not hesitate to call.

Sincerely,

Joan Domning
Administrative Specialist, Senior
Peoples Gas-Distribution Engineering
8416 Palm River Road
Tampa, FL 33619
Office: 813-275-3783

Charter
COMMUNICATIONS

Stacy Stafford
Supervisor, Construction
Field Ops

January 15, 2021

Orville Haskett, Jr
968 Tall Pine Drive
Port Orange fl 32127

Parcel Id# 631603140040

To Whom It May Concern:

This letter is in response to a request to Charter Communications - Spectrum to vacate the above referenced "Easements" which is also described in the attached survey map.

Spectrum has "no objection" to the vacation of the right of way and utility easement of vacated street that does not physically exist of the above mentioned property as described in the attached "Exhibit A" and survey map. Charter Communications – Spectrum does not agree to vacate front utility easement that runs parallel with the Cul-de-sac on Tall Pines Dr. If you have any questions regarding this, please contact me.

Sincerely,

Stacy R Stafford

Stacy R. Stafford
Charter Spectrum
Construction Supervisor
(407) 532-8614

1655 SR 472 Deland, FL 32427 T (407) 532-8614 Stacy.Stafford@charter.com

at&t

Jamie Hardee
MGR OSP PLNG & ENGRG DESIGN
Network Services

AT&T Florida
268 Ridgewood Av
Daytona Beach, FL 32114

T: 386.281.6961
F: 386.341.0914
Jh8078@att.com
www.att.com

Aug 21, 2020

City Of Port Orange
Attn: Ms. Lisa Epstein / Engineering Specialist
Lepsteing@port-orange.org
Department of Community Development
1000 City Center Circle
Port Orange, FL 32129

Re: Request for the partial release of a platted 5' Drainage & Utility Easement 968 Tall pine Dr., Port Orange FL, Volusia County, Florida 32127

Dear Ms. Epstein,

I hereby certify that AT&T Florida (aka, Bellsouth Communications, LLC) has no objection to releasing our rights in the platted Drainage/Utility easement described as follows

The Eastern most 5' Drainage & Utility Easement running directly north and south located at the east side of Deep Forest Lot # 4. 968 Tall pine Dr., Port Orange FL, Volusia County, Florida 32127

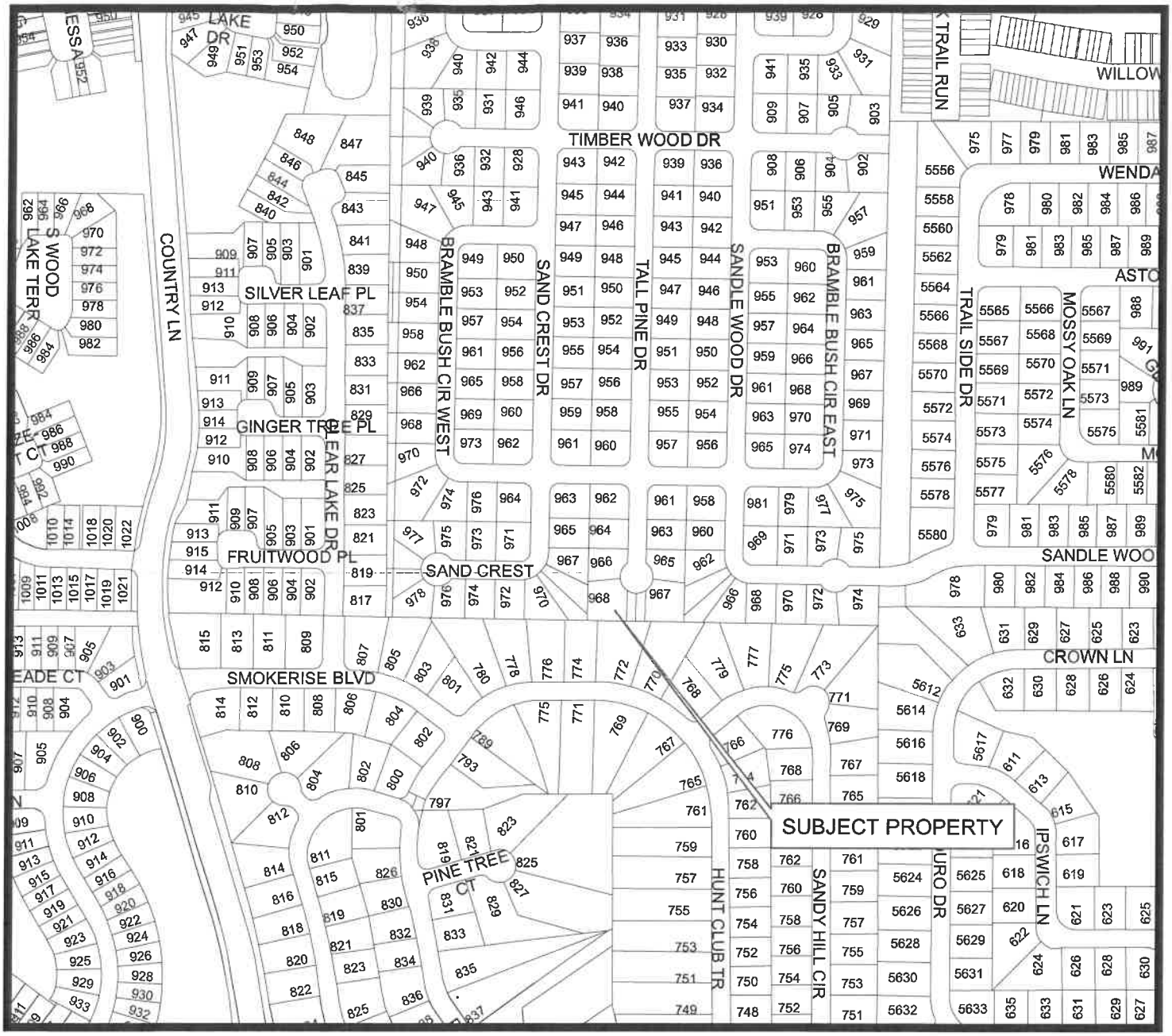
See attached survey: Location has been highlighted and must accompany this request.

As you already know, as part of the process, you will be required to contact all utility companies in the area and other property owners which might be affected stating that they have no objection to the abandonment of said easement. Should you have any questions, please do not hesitate to contact me at (386) 281-6961.

Sincerely,

Jamie Hardee

Jamie Hardee
Mgr Osp Plng & Engrg Design, Wireline Access – Southeast, Florida Engineering
AT&T Florida



Case No.: 20-35000009	**Requested Action:**
Applicant: RUTH & ORVILLE HASKETT, JR.	To obtain an Easement Vacation
Location: 968 Tall Pine Dr	

Location Map

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT

N W E S

968 Tall Pine Dr

01/18/2020

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 2/16/2021

Consent item: Yes

SUBJECT: (B12) Approval of a License Agreement for 3649 Ridgewood Avenue/EcoTech

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the issuance of a License Agreement with EcoTech for the property at 3649 Ridgewood Avenue

SUMMARY: Staff received a License Agreement application from EcoTech, an environmental engineering company, requesting permission to install an environmental monitoring well on the City-owned property at 3649 Ridgewood Avenue (Dave's Pest Control property) and access the City property over a 6 month period to conduct testing on the well. EcoTech is applying for the License Agreement on behalf of the owner of the Sunshine Food Mart gas station located at 3790 Ridgewood Avenue.

The property owner of the Sunshine Food Mart is currently under a Site Rehabilitation Completion Order issued by the Florida Department of Environmental Protection (FDEP). As part of the FDEP order, groundwater samples from adjacent properties are to be taken to verify required FDEP groundw ater clean-up levels are meet. The environmental monitoring well to be installed on the City property is to replace a previously installed well that cannot be located. The last test record on the City property was deemed "clean"; however, the FDEP order requires two consecutive "clean" sample results to complete the monitoring requirements. City departments have reviewed the application and have no outstanding concerns. The License Agreement was prepared by the City Attorney's office and will expire six (6) months from the approval date. .

Project No.: Funding Account No.:

Presenter: Tim Burman

ATTACHMENTS:

1.	License Agreement	IICENSED aGREEMENT eCOTECH.pdf
2.	2506 GWA BTEX 10.20.14	2506 GWA BTEX 10.20.14.pdf
3.	8625994_SRCO Review_072020_072020	8625994_SRCO Review_072020_072020.pdf
4.	Application	Application.pdf
5.	google street view	google street view.JPG
6.	Letter to the City of Port Orange	Letter to the City of Port Orange.pdf

7.	Location Map	Location Map.pdf
8.	PROPOSED WELL LOCATION	PROPOSED WELL LOCATION.pdf

Lisa Epstein	Created/Initiated - 1/19/2021
Tim Burman	Approved - 1/26/2021
Shannon Balmer	Approved - 2/4/2021
Jamie Miller	Approved - 2/4/2021
Robin Fenwick	Final Approval - 2/5/2021

This Document Prepared by:
Shannon K. Balmer
Assistant City Attorney
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

Parcel No.: 6303-16-00-0014

LICENSE AGREEMENT

THIS **LICENSE AGREEMENT** is made and entered into this ____day of _____, 2021, by and between the City of Port Orange, Florida, a chartered municipal corporation ("City"), 1000 City Center Circle, Port Orange, FL 32129, ("Licensor"); Ecotech Environmental Services, Inc., whose mailing address is 2201 Edison Avenue, Jacksonville, FL 32204, ("Licensee").

PREMISES

WHEREAS, the Licensor is the owner of real property located at 3649 Ridgewood Ave, Port Orange, FL, identified as, Parcel No. 6303-16-00-0014, as described in the legal description attached hereto as **Exhibit "A,"** and incorporated herein by reference ("Property"); and

WHEREAS, the property located at 3790 Ridgewood is under a Site Rehabilitation Completion Order issued by the Florida Department of Environmental Protection ("FDEP"); and

WHEREAS, part of the FDEP order, groundwater samples from adjacent properties are to be taken to verify required FDEP groundwater clean-up levels are met; and

WHEREAS, Licensee desires to obtain from Licensor a license or permission to install an environmental monitoring well at the Property for the purpose of verifying the groundwater cleanup has been met; and

WHEREAS, the Parties hereby warrant to each other that each has full power and authority to enter into this License Agreement.

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

1. The Licensor hereby grants to Licensee a license to enter upon and to utilize the Property described on **Exhibit "A"** for installing an environmental monitoring well at the Property for the purpose of verifying the groundwater cleanup has been met per the Site Rehabilitation Completion Order issued by FDEP for the period herein stated and subject to the terms and conditions herein contained.

2. The license granted by this License Agreement shall commence on the date last signed by the parties and shall continue for a period of Six (6) months, unless terminated or otherwise modified in accordance with the provisions specified herein. Licensee may request a renewal for a period of Six (6) months subject to approval by the City Manager.

3. Either party may terminate this License Agreement upon giving thirty (30) days prior written notice to the other party, after which time this License Agreement shall be of no force and effect. Upon termination by either party, the City shall have the option of requiring all the Licensee's personal property be removed or abandoned in place by the Licensee by the date of termination. If the Licensee terminates this Agreement or otherwise fails to remain in good standing and in compliance with this Agreement, the City may take possession or dispose of any and all personal property remaining at or on the property and shall not be liable for taking possession or disposing of any personal property left by the Licensee beyond the date of termination. All costs and expenses of the City resulting from the disposal of personal property in accordance with this section, including administrative expenses, attorney's fees and costs, and expenses incurred shall be chargeable to the Licensee and assessed by the City

4. This license is given to the Licensee as an accommodation to the Licensee without any consideration. The Licensee acknowledges the legal title of the Licensor to the property described herein and agrees never to deny such title or to claim title in the Licensee's name. This license is personal to Licensee and shall not inure to the successors or assigns of the Licensee. The rights, privileges and permission granted herein shall not be assignable by Licensee in whole or in part.

5. Licensee shall exercise the rights, privileges and permission granted herein at the Licensee's own risk. The Licensee shall not claim any damages from the Licensor for any injuries or damages in connection with or on account of the exercise of such rights, privileges or permission, the condition of the Licensor's Property, or the use of the Property. The Licensor shall not be liable to the Licensee if for any reason the Licensee's use of the Property is hindered or disturbed.

6. Licensee assumes all risk in the operation of this Agreement and shall be solely responsible and answerable in damages for all accidents or injuries to persons or property, and hereby covenants and agrees to indemnify and save harmless Licensor, the members of the City Council and Licensor's officers, employees and agents from any and all claims, suits, losses, damage or injury to persons or property of whatsoever kind and nature, whether direct or indirect, arising out of the operation of this Agreement or the carelessness, negligence or improper conduct of Licensee or any of Licensee's servants, agents or employees, and including, but not limited to employment or personnel matters or disputes, which responsibility shall not be limited to the insurance coverage herein provided for. This indemnity and hold harmless provision shall survive the expiration or termination of this agreement.

7. The Licensee shall exercise the rights, privileges and permission granted herein at the Licensee's own risk. The Licensee shall not claim any damages from the City for any injuries or damages in connection with or on account of the exercise of such rights, privileges or permission, the condition of the City's property, or the use of the property. Licensee agrees to maintain homeowner's general liability insurance having a minimum coverage of **One Million Dollars ($1,000,000.00)** with the City as an additional insured and shall further provide for the insurance carrier to notify the City not less than 30 days prior to an effective date of non-coverage or policy cancellation. Proof of insurance coverage as set forth above shall be provided to the City with the License Agreement, signed by the Licensees, prior to City execution. Further, the Licensee shall indemnify and hold harmless the City, its officers, employees and agents, from and against all claims, damages, losses and expenses, attorneys' fees and costs, arising out of, resulting from, or in any way connected with the condition of the

City's property, the use of the property by Licensee, his invitees and members of the public, the exercise of the license granted by this License Agreement, the failure on the part of the Licensee to comply with any of the provisions specified herein, or the City's removal of any Improvements provided for herein or otherwise permitted by this License Agreement. The City shall not be liable to the Licensee if for any reason the Licensee's use of the Subject Property is hindered or disturbed.

8. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail or in person as follows:

Licensor:	City of Port Orange % City Manager 1000 City Center Circle Port Orange, Florida 32129
Licensee	Ecotech Environmental Services, Inc. % _____ _____ _____

9. This License Agreement shall not be recorded in the public records of Volusia County, Florida.

10. This License Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile of an executed copy of this License Agreement shall be deemed valid as if an original signature was delivered.

11. This License Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This License Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

12. This License Agreement shall become effective upon date of execution by last party signed.

13. This License Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This License Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement on the respective dates below.

WITNESSES:

_____
Printed Name:_____

_____
Printed Name:_____

_____
Printed Name:_____

_____
Printed Name:_____

LICENSOR:

CITY OF PORT ORANGE, FLORIDA
a chartered municipal corporation

By:_____
Donald O. Burnette, Mayor

Date: _____

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

(SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [ ] online notarization this _____ day of _____, 2021, by Donald O. Burnette, as Mayor of the City of Port Orange, Florida, who acknowledged that he is duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who [_] is personally known to me, or [_] has produced _____ as identification.

_____
Notary Public, State of Florida at Large
Printed name, commission and expiration:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [ ] online notarization this _____ day of _____, 2021, by Robin L. Fenwick, as the City Clerk of the City of Port Orange, Florida, who acknowledged that she is duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who [_] is personally known to me, or [_] has produced _____ as identification.

_____
Notary Public, State of Florida at Large
Printed name, commission and expiration:

WITNESSES:

LICENSEE:
Ecotech Environmental Services, Inc., a Florida corporation

_____
Printed Name: _____

By: _____
Print Name: _____
Title: _____

_____
Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [ ] online notarization this _____ day of _____, 2021, by _____, as _____ on behalf of **Ecotech Environmental Services, Inc., a Florida corporation** who is authorized to execute the foregoing LICENSE AGREEMENT, and who [_] is personally known to me, or [_] has produced _____ as identification.

_____
Notary Public, State of Florida at Large
Printed name, commission and expiration:

EXHIBIT "A"

REFER TO A POINT OF REFERENCE IN THE ORIGINAL EAST LINE OF RIDGEWOOD AVENUE, (U.S. HIGHWAY #1, STATE ROAD 5, A 66 FOOT RIGHT-OF-WAY), SAID POINT BEING THE INTERSECTION OF THE NORTH LINE OF U.S. GOVERNMENT LOT TWO (2), OF SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, ALSO BEING THE NORTH LINE OF LOT ONE (1), MRS. DANIELS' ADDITION TO PORT ORANGE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 3, PAGE 29, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, WITH SAID ORIGINAL EAST RIGHT-OF-WAY; THENCE NORTH 89 DEGREES 14 MINUTES 45 SECONDS EAST, FOR A DISTANCE OF 3.83 FEET TO THE POINT OF BEGINNING; SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY #1 (STATE ROAD 5), NOW A 100 FOOT RIGHT-OF-WAY; THENCE SOUTH 24 DEGREES 15 MINUTES 30 SECONDS EAST ALONG THE EAST RIGHT-OF-WAY LINE NOW IN USE FOR A DISTANCE OF 150.42 FEET; THENCE DEPARTING AFORESAID RIGHT-OF-WAY NORTH 77 DEGREES 17 MINUTES 08 SECONDS EAST, FOR A DISTANCE OF 338.08 FEET; THENCE NORTH 25 DEGREES 55 MINUTES 41 SECONDS WEST, FOR A DISTANCE OF 75.00 FEET TO THE NORTH LINE OF SAID U.S. GOVERNMENT LOT 2; THENCE SOUTH 89 DEGREES 14 MINUTES 45 SECONDS WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 358.83 FEET TO THE POINT OF BEGINNING.

ECOTECH
ENVIRONMENTAL SERVICES, INC.

MW-26	
10/20/14	
B	0.21 U
T	0.23 U
E	0.24 U
X	0.53 U
MTBE	0.32 U
TRPH	590

MW-22	
10/20/14	
B	0.21 U
T	0.23 U
E	0.24 U
X	0.53 U
MTBE	0.32 U
TRPH	750

MW-25	
10/20/14	
B	0.21 U
T	0.23 U
E	0.24 U
X	0.65 I
MTBE	0.32 U
TRPH	250 I

MW-21	
10/20/14	
B	0.21 U
T	0.23 U
E	0.24 U
X	0.53 U
MTBE	0.32 U
TRPH	1600

MW-18	
10/21/14	
B	0.21 U
T	0.23 U
E	0.24 U
X	0.53 U
MTBE	0.32 U
TRPH	110 I

MW-20	
10/20/14	
B	0.21 U
T	0.23 U
E	0.24 U
X	0.53 U
MTBE	0.32 U
TRPH	470

MW-17	
10/21/14	
B	0.21 U
T	0.23 U
E	0.24 U
X	0.53 U
MTBE	0.32 U
TRPH	100 U

MW-24	
10/22/14	
B	0.21 U
T	0.23 U
E	0.24 U
X	0.53 U
MTBE	0.32 U
TRPH	100 U

MW-16	
10/21/14	
B	0.21 U
T	0.23 U
E	0.24 U
X	0.53 U
MTBE	0.32 U
TRPH	100 U

MW-15	
10/21/14	
B	0.21 U
T	0.23 U
E	0.24 U
X	0.53 U
MTBE	0.32 U
TRPH	110 I

MW-14	
10/21/14	
B	0.21 U
T	0.23 U
E	0.24 U
X	0.53 U
MTBE	0.32 U
TRPH	100 U

MW-12	
10/21/14	
B	0.21 U
T	0.23 U
E	0.24 U
X	0.53 U
MTBE	0.32 U
TRPH	120 I

MW-13	
10/21/14	
B	0.21 U
T	0.23 U
E	0.24 U
X	0.53 U
MTBE	0.32 U
TRPH	160 I

MW-19	
10/21/14	
B	0.21 U
T	0.23 U
E	0.24 U
X	0.53 U
MTBE	0.32 U
TRPH	470

MW-8	
10/21/14	
B	0.21 U
T	0.23 U
E	0.24 U
X	0.53 U
MTBE	0.32 U
TRPH	100 U

MW-11	
10/21/14	
B	0.21 U
T	0.23 U
E	0.24 U
X	0.53 U
MTBE	0.32 U
TRPH	100 U

MW-3	
10/21/14	
B	0.21 U
T	0.23 U
E	0.24 U
X	0.53 U
MTBE	0.32 U
TRPH	380 I

MW-4R	
10/22/14	
B	0.21 U
T	0.23 U
E	0.24 U
X	0.53 U
MTBE	0.53 U
TRPH	170 I

MW-7	
10/21/14	
B	0.21 U
T	0.23 U
E	0.24 U
X	0.53 U
MTBE	0.32 U
TRPH	530

MW-1	
10/21/14	
B	0.21 U
T	0.23 U
E	12
X	6.5
MTBE	0.32 U
TRPH	860

DW-3	
10/21/14	
B	0.21 U
T	0.23 U
E	0.24 U
X	0.53 U
MTBE	0.32 U
TRPH	370 I

MW-10	
10/21/14	
B	0.21 U
T	0.23 U
E	0.24 U
X	0.53 U
MTBE	0.32 U
TRPH	100 U

OW-2	
10/21/14	
B	0.21 U
T	0.23 U
E	0.24 U
X	0.53 U
MTBE	0.32 U
TRPH	320 I

MW-9	
10/21/14	
B	0.21 U
T	0.23 U
E	0.24 U
X	0.53 U
MTBE	0.32 U
TRPH	1500

DW-2	
10/22/14	
B	0.21 U
T	0.23 U
E	0.24 U
X	0.53 U
MTBE	0.61 I
TRPH	680

MW-2	
10/21/14	
B	0.21 U
T	0.23 U
E	0.24 U
X	0.53 U
MTBE	0.32 U
TRPH	180 I

OW-1R	
10/22/14	
B	18
T	2.2
E	0.24 U
X	14
MTBE	0.77 I
TRPH	800

MW-27	
10/22/14	
B	0.39 I
T	0.23 U
E	1.3
X	20
MTBE	0.91 I
TRPH	1600

MW-5	
10/21/14	
B	0.21 U
T	0.23 U
E	0.24 U
X	0.53 U
MTBE	0.32 U
TRPH	150 I

DW-1	
10/21/14	
B	0.21 U
T	0.23 U
E	0.24 U
X	0.53 U
MTBE	0.32 U
TRPH	410 I

LEGEND

- MONITORING WELL
- DEEP MONITORING WELL
- OBVSERVATION WELL
- RECOVERY WELL

MW	SAMPLE LOCATION
M/D/Y	SAMPLE DATE
B 1	BENZENE CONCENTRATION (ug/L)
T 40	TOLUENE CONCENTRATION (ug/L)
E 30	ETHYLBENZENE CONCENTRATION (ug/L)
X 20	TOTAL XYLENES CONCENTRATION (ug/L)
MTBE 20	METHYL *tert*-BUTYL ETHER CONCENTRATION (ug/L)
TRPH 5,000	TOTAL RECOVERABLE PETROLEUM HYDROCARBON CONCENTRATION (ug/L)
ug/L	MICROGRAMS PER LITER

I – INDICATES THAT THE REPORTED VALUE IS BETWEEN MDL AND PQL

U – INDICATES THE ANALYTE WAS NOT DETECTED

BOLD EXCEEDS GROUNDWATER CLEANUP TARGET LEVELS (GCTL)

DRAFTED BY: EO	**GROUNDWATER ANALYTICAL MAP (BTEX/MTBE/TRPH) – October 20-22, 2014**
CHECKED BY: IMD	**FIRST COAST ENERGY #2506** **FDEP ID: 64/8625994** **3790 SOUTH RIDGEWOOD AVENUE** **PORT ORANGE, FLORIDA**
REVIEWED BY: TD	Ecotech Environmental Services, Inc.
NORTH	SCALE IN FEET (APPROXIMATE) 0 40 / DATE 11-2-14 / FIGURE 7

Alachua County
Environmental Protection Department

Stephen Hofstetter, *Acting Director*

July 20, 2020

Irene Donaldson
Ecotech Environmental Services, Inc.
3260 NW 23rd Avenue
Suite 1400-E
Pompano Beach, Florida 33069

VIA EMAIL TRANSMISSION TO ADDRESSEE AT: idonaldson@ecotechfla.com

Subject: SRCO Review
Sunshine Food Mart #489 (Formerly Allison Shell & Deli)
3790 Ridgewood Avenue
Port Orange, Volusia County
FDEP Facility ID# 648625994
Discharge Date: July 6, 2007 (Non-Program) – Score: 6

Dear Ms. Donaldson:

The Alachua County Environmental Protection Department (ACEPD), on behalf of the Florida Department of Environmental Protection (FDEP), has reviewed the historical data submitted for this facility and found three outstanding issues that must be resolved before completion of the Site Rehabilitation Completion Order for the July 6, 2007 discharge.

- MW-7 exceeded in the last PAH scan for Benzo(a)anthracene, Benzo(a)pyrene, Benzo(b)Fluoranthene, Benzo(k)Fluoranthene, and Indeno(1,2,3-cd)pyrene. Sample dated 10/21/2014. Two clean samples are required.
- MW-9 exceeded in the last PAH scan for Benzo(a)anthracene, Benzo(a)pyrene, Benzo(b)fluoranthene, and Indeno(1,2,3-cd)pyrene. Sample dated 10/21/2014. Two clean samples are required.
- MW-23 requires a second clean BTEX result.

Therefore, these 3 wells need to be replaced, unless MW-23 can be found, and resampled to resolve the above-noted contamination. If you have any questions concerning this correspondence please call me at (352) 264-6816 or email at tbrown@alachuacounty.us.

Sincerely,

Thomas R. Brown
Senior Environmental Specialist

ec: Tim Dehen; TDehen@ecotechfla.com
Rachel Karaffa; RKaraffa@ecotechfla.com

CITY OF PORT ORANGE

Department of Community Development
Engineering Division

DATE APPLICATION RECEIVED
1/15/2021

1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129 (386) 506-5600 FAX: 386-506-5699
(www.port-orange.org)

APPLICATION FOR IMPROVEMENTS IN THE RIGHT-OF-WAY

Applicant/Owner's Name: Joe Fields

Address: 3790 S Ridgewood Ave, Port Orange, Florida Phone: 321-631-0245

Property Address/Location: Ridgewood Ave, Port Orange, FL 32129

Subdivision Name (If applicable): _____

Does Subdivision have a Homeowners Association? _____ Yes ___X___ No

Description of Request: Replacing monitoring well MW-23 (MW-23R)

Speed Limit for Subject Road: _____ Type of Curbing: _____

List Type and Size of any Proposed Shrubs: _____

List Type and Size of any Proposed Trees: _____

List Type and Size of Other Improvements (Decorative paving, irrigation, lighting, etc...): _____

REQUIRED ATTACHMENTS

- ☐* A copy of the property deed *Property owned by City of Port Orange
- ● A sealed property survey
- ● A detailed sketch of the right-of-way with the proposed landscaping and other improvement information clearly depicted and dimensioned
- ● Photos (optional)
- ☐ Letter of approval from the Homeowners Association (HOA) if applicable
- ● Other documentation (as requested by the City)
- ☐ Processing fee ($75)

PLEASE NOTE: ***All utilities must be located prior to planting. Shade trees cannot be planted under overhead lines. The City reserves the right to remove or cause to remove the above listed improvements without obligation to replace the listed improvements. The City reserves the right to require the Licensee to obtain liability insurance in cases where pavers or signage are proposed in the right-of-way.***

Property Owner Signature: _____ * Date: 1/11/21

Printed Name : Joe Fields*

**Owner of source property, environmental case Facility ID: #64/8625994, located at 3790 South Ridgewood Avenue, Port Orange, Volusia County, FL

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization this 11 day of January, 20 21 by Joe Fields, who [X] is personally known to me or [ ] who has produced _____ as identification.

_____
Notary Public, State of Florida
Printed Name, Commission, & Term Expiration Date:

Notary Public State of Florida
Jamie L Colclasure
My Commission GG 359086
Expires 07/29/2023

Property Owner Signature: _____ Date: _____

Printed Name : _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this _____ day of _____, 20 ____ by _____, who [ ] is personally known to me or [ ] who has produced _____ as identification.

_____
Notary Public, State of Florida
Printed Name, Commission, & Term Expiration Date:

REVISED 01/07/2020

The following owner affidavit of authorization is only required with the Applicant is not the Property Owner.

OWNER AFFIDAVIT OF AUTHORIZATION

AAO Stores LLC (Property Owner Name) hereby authorizes Ecotech Environmental Services, Inc. (Applicant Name),

and its agents, to make application for Improvements In The Right-Of-Way (Type of Application requested) to the City of Port Orange for property described on the attached application form.

Property Owner Signature: [signature]

First and Last Name of Signatory: Joe Fields

Date: 1/11/21

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization this 1/11/21 (Date) by Joe Fields (Name of Person Acknowledging), who [X] is personally known to me or [ ] who has produced _____ (Type of Identification) as identification.

[signature] (Signature) Notary Public, Commission No. GG 359985

Notary Public State of Florida
Jamie L Colclasure
My Commission GG 359985
Expires 07/29/2023

(Name of Notary typed, printed, or stamped)

PAGE 3 of 3

REVISED 01/07/2020

Google

January 5, 2021

Ms. Lisa Epstein
Engineering Project Manager
Sent via e-mail to *lepstein@port-orange.org*

Re: Request to install monitoring well on City of Port Orange Property related to Sunshine Food Mart #489
3790 South Ridgewood Avenue
Port Orange, Volusia County, FL
FDEP Facility ID: #64/8625994
Discharge Date: July 6, 2007 (Non-Program)-Score: 6

Dear Ms. Epstein:

Ecotech Environmental Services, Inc. (Ecotech) was contracted by Zurich American Insurance Company. (Zurich) to complete confirmatory groundwater assessment related to the Sunshine Food Mart #489 site (formerly known as Allison Shell and First Coast Energy #2506) site located at 3790 South Ridgewood Avenue, Port Orange, Volusia County, Florida. The subject facility is identified by the Florida Department of Environmental Protection (FDEP) Facility ID #64/8625994. This Report was prepared to address the Alachua County Environmental Protection review letter dated July 20, 2020. Please note that Alachua County is the local program managing the subject property's environmental case on behalf of the FDEP. The review letter is provided in **Appendix A**. A site map is included as **Figure 1**.

Based on the FDEP's review of historical documents related to the subject facility, it appears that there were data gaps that disqualified the site from receiving a Site Rehabilitation Completion Order (SRCO), the additional actions and steps required for the site to receive closure is defined within the three bullet-listed items in the July 20, 2020 review letter (**Appendix A**). In the past, monitoring well MW-23 was installed by another contractor (ECT). When Ecotech was completing previous monitoring and assessment activities at the subject facility, MW-23 could not be located by our field personnel and was assumed to have been destroyed. In order for the site to receive closure, Ecotech is required to collect groundwater samples from a replacement MW-23 (MW-23R) to confirm that BTEX/MTBE results are below Groundwater Cleanup Target Levels (GCTLs) to be administratively closed-out by FDEP and issued a SRCO. A proposed location or MW-23R is included in **Appendix B**. The monitoring well will be finished at the surface with a 2'x2'concrete pad, flush to grade.

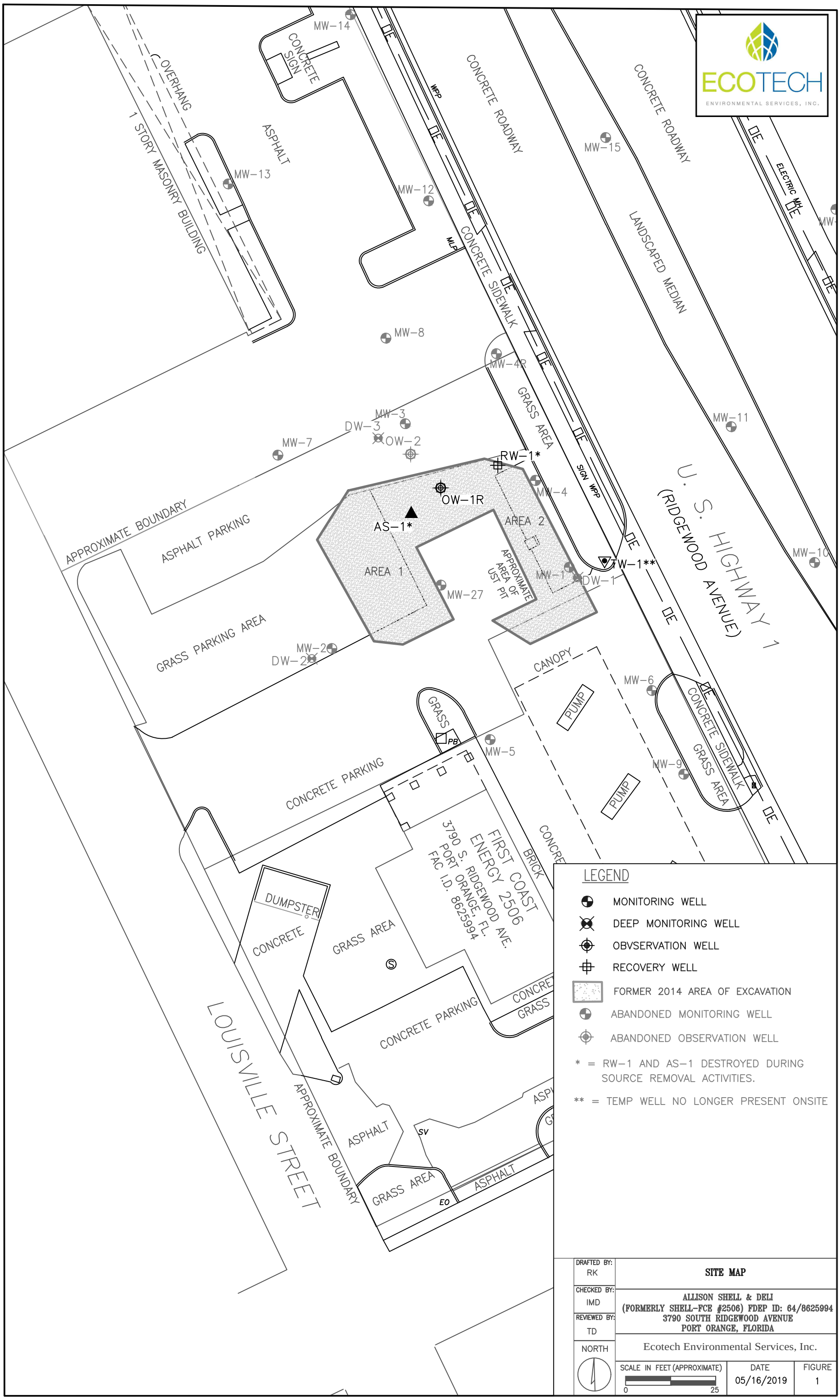
If you have any questions, comments, or require additional information, please contact the undersigned at (954) 973-7792 x 13.

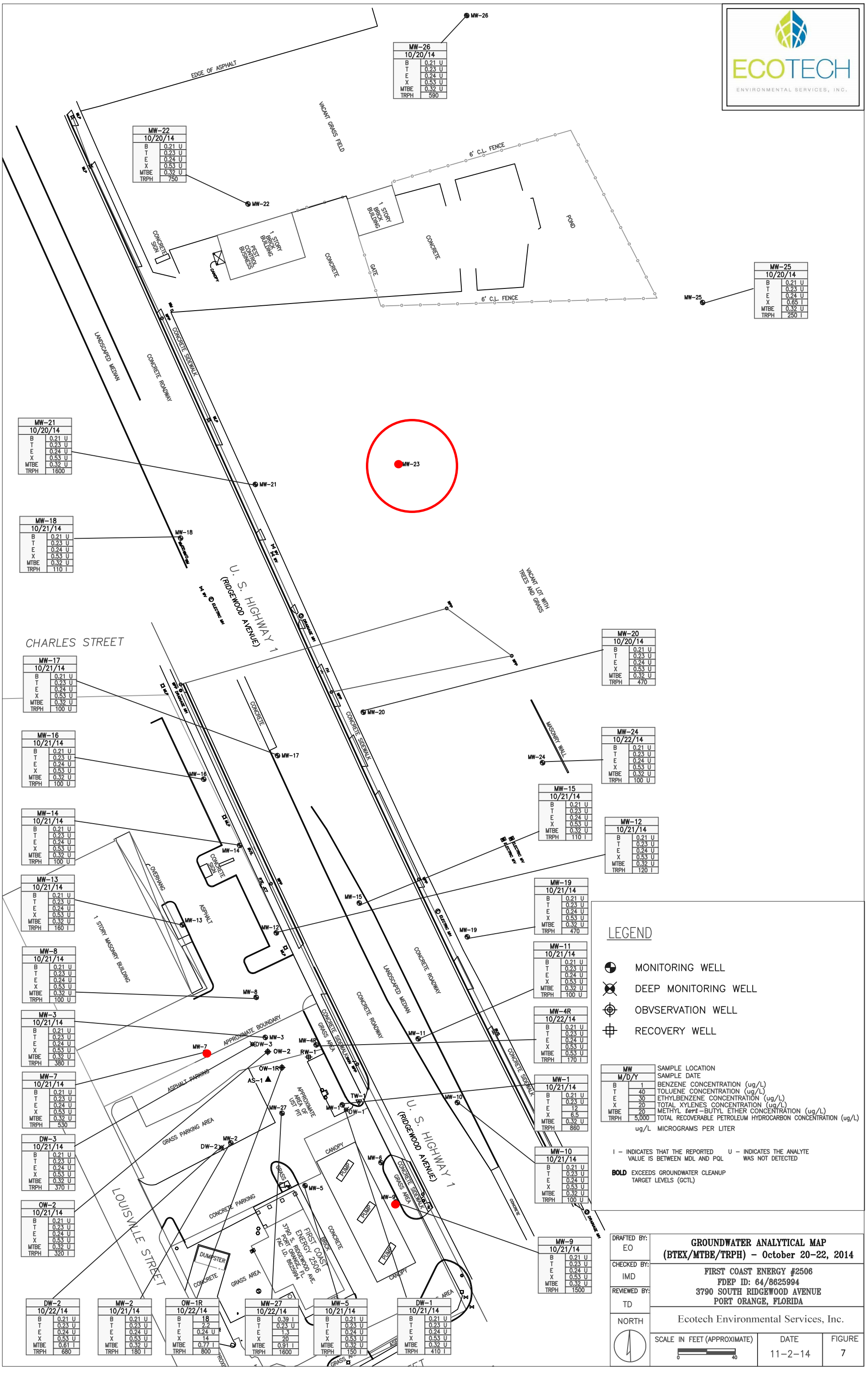
Sincerely,
ECOTECH ENVIRONMENTAL SERVICES, INC.

Irene Donaldson
Project Manager

enclosures

FIGURES


ECOTECH
ENVIRONMENTAL SERVICES, INC.
MW-14
CONCRETE SIGN
OVERHANG
1 STORY MASONRY BUILDING
ASPHALT
MW-13
MW-12
WPP
OE
CONCRETE ROADWAY
MW-15
CONCRETE ROADWAY
ELECTRIC M/H
LANDSCAPED MEDIAN
MLP
CONCRETE SIDEWALK
MW-8
MW-4R
GRASS AREA
MW-3
DW-3
OW-2
MW-7
RW-1*
OW-1R
MW-4
SIGN WPP
U. S. HIGHWAY 1
(RIDGEWOOD AVENUE)
APPROXIMATE BOUNDARY
ASPHALT PARKING
AS-1*
AREA 2
AREA 1
APPROXIMATE AREA OF UST PIT
MW-27
MW-1
TW-1**
DW-1
MW-10
GRASS PARKING AREA
MW-2
DW-2
CANOPY
MW-6
PUMP
GRASS
PB
MW-5
CONCRETE SIDEWALK
GRASS AREA
MW-9
PUMP
CONCRETE PARKING
FIRST COAST ENERGY 2506
3790 S. RIDGEWOOD AVE.
PORT ORANGE, FL.
FAC I.D. 8625994
BRICK
DUMPSTER
CONCRETE
GRASS AREA
CONCRETE PARKING
GRASS
MW-11
LOUISVILLE STREET
APPROXIMATE BOUNDARY
ASPHALT
SV
GRASS AREA
EO
ASPHALT
LEGEND
MONITORING WELL
DEEP MONITORING WELL
OBVSERVATION WELL
RECOVERY WELL
FORMER 2014 AREA OF EXCAVATION
ABANDONED MONITORING WELL
ABANDONED OBSERVATION WELL
* = RW-1 AND AS-1 DESTROYED DURING SOURCE REMOVAL ACTIVITIES.
** = TEMP WELL NO LONGER PRESENT ONSITE
DRAFTED BY: RK
CHECKED BY: IMD
REVIEWED BY: TD
NORTH
SITE MAP
ALLISON SHELL & DELI
(FORMERLY SHELL-FCE #2506) FDEP ID: 64/8625994
3790 SOUTH RIDGEWOOD AVENUE
PORT ORANGE, FLORIDA
Ecotech Environmental Services, Inc.
SCALE IN FEET (APPROXIMATE)
0
25
DATE
05/16/2019
FIGURE
1


ECOTECH
ENVIRONMENTAL SERVICES, INC.
MW-26
10/20/14
B 0.21 U
T 0.23 U
E 0.24 U
X 0.53 U
MTBE 0.32 U
TRPH 590
EDGE OF ASPHALT
VACANT GRASS FIELD
MW-22
10/20/14
B 0.21 U
T 0.23 U
E 0.24 U
X 0.53 U
MTBE 0.32 U
TRPH 750
MW-22
6' C.L. FENCE
1 STORY BRICK BUILDING
PEST CONTROL BUSINESS
CONCRETE SIGN
CANOPY
CONCRETE
GATE
1 STORY BRICK BUILDING
CONCRETE
POND
6' C.L. FENCE
MW-25
10/20/14
B 0.21 U
T 0.23 U
E 0.24 U
X 0.65 I
MTBE 0.32 U
TRPH 250 I
MW-25
LANDSCAPED MEDIAN
CONCRETE ROADWAY
CONCRETE SIDEWALK
MW-21
10/20/14
B 0.21 U
T 0.23 U
E 0.24 U
X 0.53 U
MTBE 0.32 U
TRPH 1600
MW-21
MW-23
MW-18
10/21/14
B 0.21 U
T 0.23 U
E 0.24 U
X 0.53 U
MTBE 0.32 U
TRPH 110 I
MW-18
U. S. HIGHWAY 1
(RIDGEWOOD AVENUE)
VACANT LOT WITH TREES AND GRASS
CHARLES STREET
MW-17
10/21/14
B 0.21 U
T 0.23 U
E 0.24 U
X 0.53 U
MTBE 0.32 U
TRPH 100 U
MW-17
CONCRETE
MW-20
10/20/14
B 0.21 U
T 0.23 U
E 0.24 U
X 0.53 U
MTBE 0.32 U
TRPH 470
MW-20
MASONRY WALL
MW-16
10/21/14
B 0.21 U
T 0.23 U
E 0.24 U
X 0.53 U
MTBE 0.32 U
TRPH 100 U
MW-16
MW-24
10/22/14
B 0.21 U
T 0.23 U
E 0.24 U
X 0.53 U
MTBE 0.32 U
TRPH 100 U
MW-24
MW-15
10/21/14
B 0.21 U
T 0.23 U
E 0.24 U
X 0.53 U
MTBE 0.32 U
TRPH 110 I
MW-14
10/21/14
B 0.21 U
T 0.23 U
E 0.24 U
X 0.53 U
MTBE 0.32 U
TRPH 100 U
MW-14
CONCRETE SIGN
MW-12
10/21/14
B 0.21 U
T 0.23 U
E 0.24 U
X 0.53 U
MTBE 0.32 U
TRPH 120 I
MW-13
10/21/14
B 0.21 U
T 0.23 U
E 0.24 U
X 0.53 U
MTBE 0.32 U
TRPH 160 I
OVERHANG
ASPHALT
MW-13
MW-15
MW-12
MW-19
10/21/14
B 0.21 U
T 0.23 U
E 0.24 U
X 0.53 U
MTBE 0.32 U
TRPH 470
MW-19
1 STORY MASONRY BUILDING
MW-8
10/21/14
B 0.21 U
T 0.23 U
E 0.24 U
X 0.53 U
MTBE 0.32 U
TRPH 100 U
MW-8
MW-11
10/21/14
B 0.21 U
T 0.23 U
E 0.24 U
X 0.53 U
MTBE 0.32 U
TRPH 100 U
CONCRETE ROADWAY
LANDSCAPED MEDIAN
CONCRETE ROADWAY
CONCRETE SIDEWALK
MW-3
10/21/14
B 0.21 U
T 0.23 U
E 0.24 U
X 0.53 U
MTBE 0.32 U
TRPH 380 I
APPROXIMATE BOUNDARY
MW-3
DW-3
MW-7
OW-2
MW-4R
RW-1
MW-4R
10/22/14
B 0.21 U
T 0.23 U
E 0.24 U
X 0.53 U
MTBE 0.53 U
TRPH 170 I
MW-11
GRASS AREA
CONCRETE SIDEWALK
MW-7
10/21/14
B 0.21 U
T 0.23 U
E 0.24 U
X 0.53 U
MTBE 0.32 U
TRPH 530
ASPHALT PARKING
OW-1R
AS-1
APPROXIMATE AREA OF UST PIT
MW-27
TW-1
MW-1
DW-1
MW-1
10/21/14
B 0.21 U
T 0.23 U
E 12
X 6.5
MTBE 0.32 U
TRPH 860
MW-10
U. S. HIGHWAY 1
(RIDGEWOOD AVENUE)
DW-3
10/21/14
B 0.21 U
T 0.23 U
E 0.24 U
X 0.53 U
MTBE 0.32 U
TRPH 370 I
GRASS PARKING AREA
DW-2
MW-2
CANOPY
PUMP
MW-6
MW-10
10/21/14
B 0.21 U
T 0.23 U
E 0.24 U
X 0.53 U
MTBE 0.32 U
TRPH 100 U
CONCRETE SIDEWALK
GRASS AREA
MW-5
MW-9
OW-2
10/21/14
B 0.21 U
T 0.23 U
E 0.24 U
X 0.53 U
MTBE 0.32 U
TRPH 320 I
LOUISVILLE STREET
CONCRETE PARKING
DUMPSTER
CONCRETE
GRASS AREA
FIRST COAST ENERGY 2506
3790 S. RIDGEWOOD AVE.
PORT ORANGE, FL
FAC I.D. 8625994
BRICK
CONCRETE
MW-9
10/21/14
B 0.21 U
T 0.23 U
E 0.24 U
X 0.53 U
MTBE 0.32 U
TRPH 1500
CANOPY
DW-2
10/22/14
B 0.21 U
T 0.23 U
E 0.24 U
X 0.53 U
MTBE 0.61 I
TRPH 680
MW-2
10/21/14
B 0.21 U
T 0.23 U
E 0.24 U
X 0.53 U
MTBE 0.32 U
TRPH 180 I
OW-1R
10/22/14
B 18
T 2.2
E 0.24 U
X 14
MTBE 0.77 I
TRPH 800
MW-27
10/22/14
B 0.39 I
T 0.23 U
E 1.3
X 20
MTBE 0.91 I
TRPH 1600
MW-5
10/21/14
B 0.21 U
T 0.23 U
E 0.24 U
X 0.53 U
MTBE 0.32 U
TRPH 150 I
DW-1
10/21/14
B 0.21 U
T 0.23 U
E 0.24 U
X 0.53 U
MTBE 0.32 U
TRPH 410 I
LEGEND
MONITORING WELL
DEEP MONITORING WELL
OBVSERVATION WELL
RECOVERY WELL
MW SAMPLE LOCATION
M/D/Y SAMPLE DATE
B 1 BENZENE CONCENTRATION (ug/L)
T 40 TOLUENE CONCENTRATION (ug/L)
E 30 ETHYLBENZENE CONCENTRATION (ug/L)
X 20 TOTAL XYLENES CONCENTRATION (ug/L)
MTBE 20 METHYL tert-BUTYL ETHER CONCENTRATION (ug/L)
TRPH 5,000 TOTAL RECOVERABLE PETROLEUM HYDROCARBON CONCENTRATION (ug/L)
ug/L MICROGRAMS PER LITER
I - INDICATES THAT THE REPORTED VALUE IS BETWEEN MDL AND PQL
U - INDICATES THE ANALYTE WAS NOT DETECTED
BOLD EXCEEDS GROUNDWATER CLEANUP TARGET LEVELS (GCTL)
DRAFTED BY: EO
CHECKED BY: IMD
REVIEWED BY: TD
NORTH
GROUNDWATER ANALYTICAL MAP
(BTEX/MTBE/TRPH) - October 20-22, 2014
FIRST COAST ENERGY #2506
FDEP ID: 64/8625994
3790 SOUTH RIDGEWOOD AVENUE
PORT ORANGE, FLORIDA
Ecotech Environmental Services, Inc.
SCALE IN FEET (APPROXIMATE)
0 40
DATE 11-2-14
FIGURE 7

APPENDIX A

Alachua County
Environmental Protection Department

Stephen Hofstetter, *Acting Director*

July 20, 2020

Irene Donaldson
Ecotech Environmental Services, Inc.
3260 NW 23rd Avenue
Suite 1400-E
Pompano Beach, Florida 33069

VIA EMAIL TRANSMISSION TO ADDRESSEE AT: idonaldson@ecotechfla.com

Subject: SRCO Review
Sunshine Food Mart #489 (Formerly Allison Shell & Deli)
3790 Ridgewood Avenue
Port Orange, Volusia County
FDEP Facility ID# 648625994
Discharge Date: July 6, 2007 (Non-Program) – Score: 6

Dear Ms. Donaldson:

The Alachua County Environmental Protection Department (ACEPD), on behalf of the Florida Department of Environmental Protection (FDEP), has reviewed the historical data submitted for this facility and found three outstanding issues that must be resolved before completion of the Site Rehabilitation Completion Order for the July 6, 2007 discharge.

- MW-7 exceeded in the last PAH scan for Benzo(a)anthracene, Benzo(a)pyrene, Benzo(b)Fluoranthene, Benzo(k)Fluoranthene, and Indeno(1,2,3-cd)pyrene. Sample dated 10/21/2014. Two clean samples are required.
- MW-9 exceeded in the last PAH scan for Benzo(a)anthracene, Benzo(a)pyrene, Benzo(b)fluoranthene, and Indeno(1,2,3-cd)pyrene. Sample dated 10/21/2014. Two clean samples are required.
- MW-23 requires a second clean BTEX result.

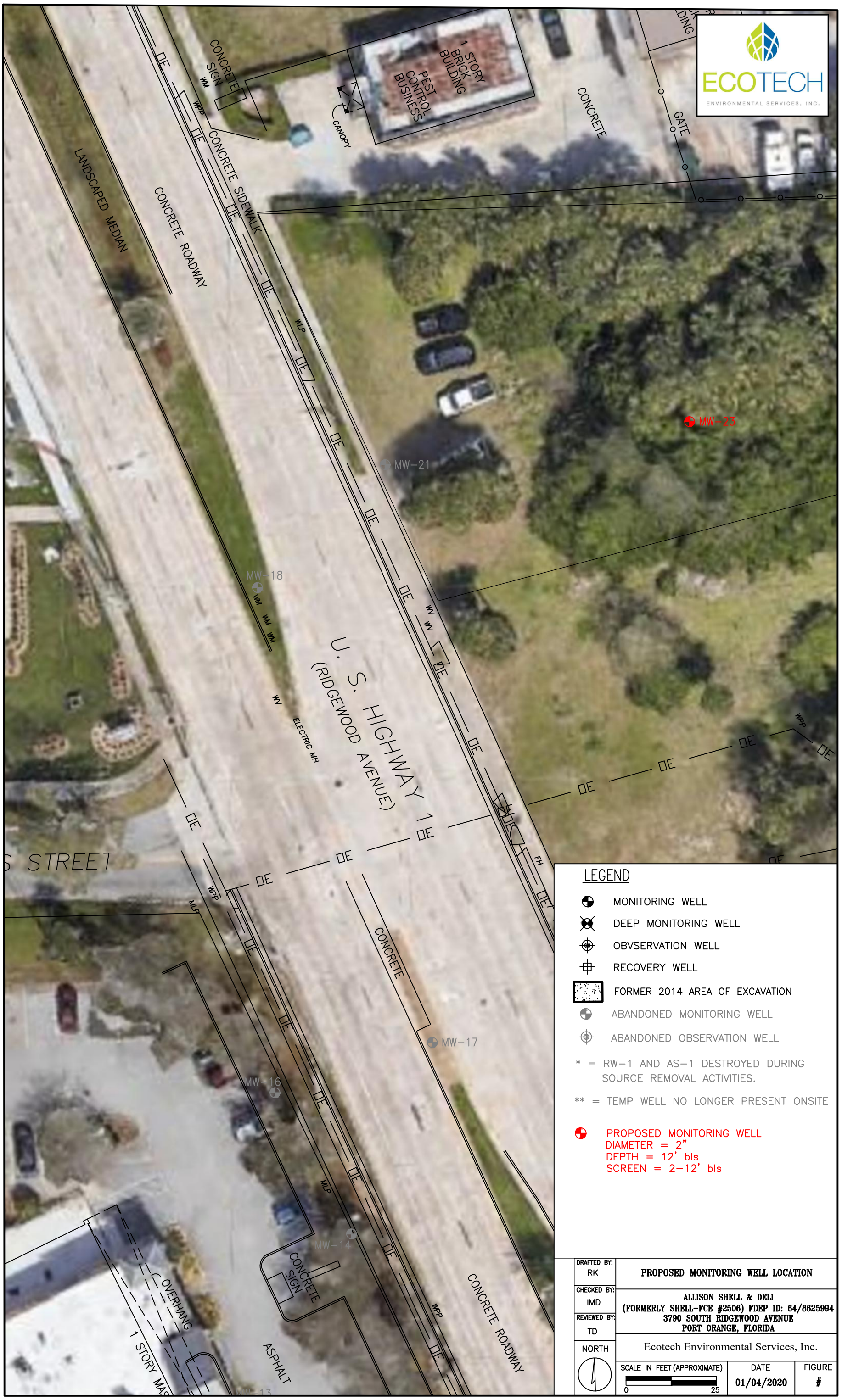
Therefore, these 3 wells need to be replaced, unless MW-23 can be found, and resampled to resolve the above-noted contamination. If you have any questions concerning this correspondence please call me at (352) 264-6816 or email at tbrown@alachuacounty.us.

Sincerely,

Thomas R. Brown
Senior Environmental Specialist

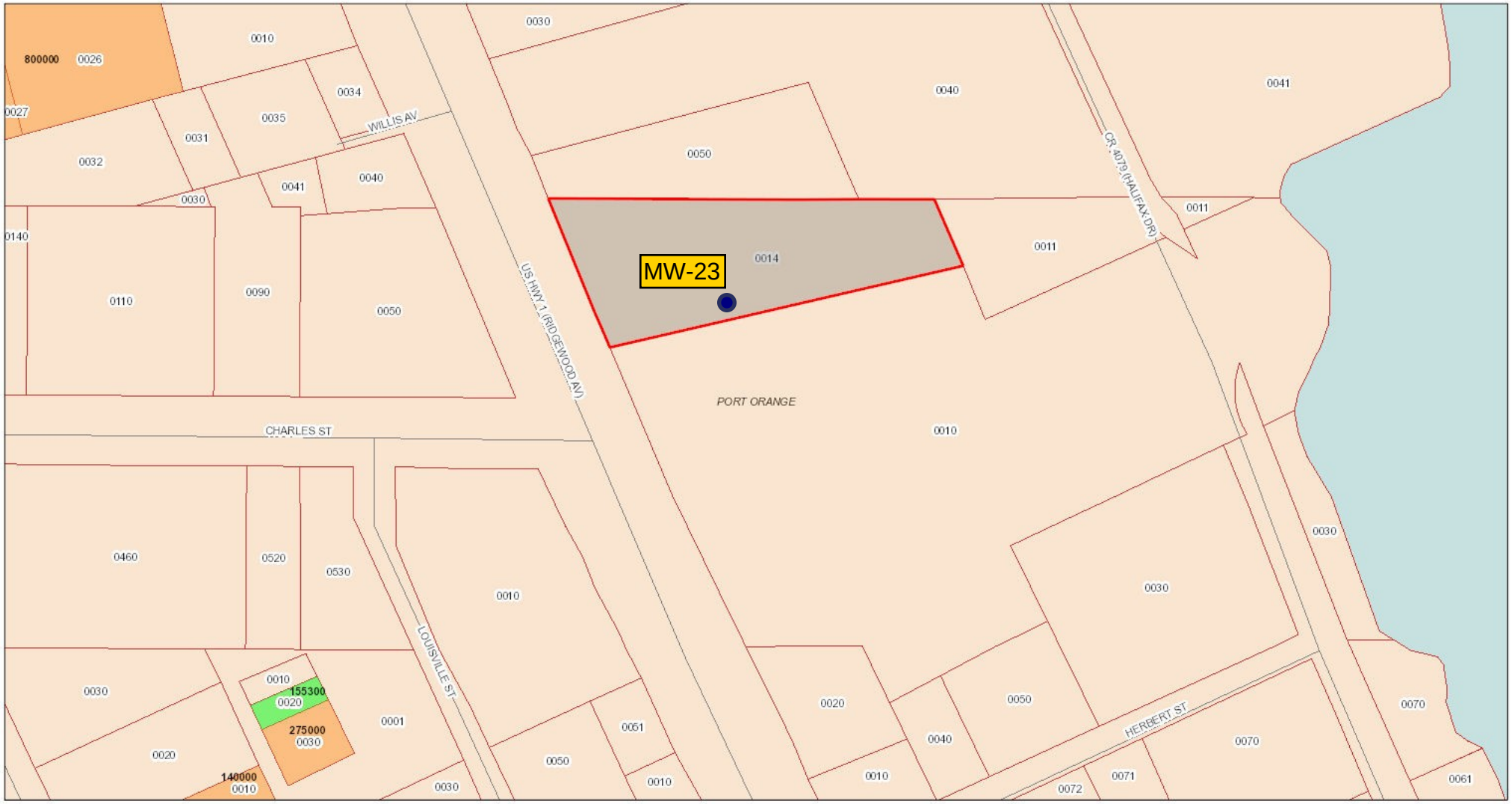
ec: Tim Dehen; TDehen@ecotechfla.com
Rachel Karaffa; RKaraffa@ecotechfla.com

APPENDIX B


ECOTECH
ENVIRONMENTAL SERVICES, INC.
1 STORY BRICK BUILDING
PEST CONTROL BUSINESS
CANOPY
CONCRETE SIGN
CONCRETE
GATE
CONCRETE SIDEWALK
CONCRETE ROADWAY
LANDSCAPED MEDIAN
U. S. HIGHWAY 1
(RIDGEWOOD AVENUE)
ELECTRIC MH
MW-23
MW-21
MW-18
MW-17
MW-16
MW-14
CONCRETE SIGN
OVERHANG
1 STORY MAS
ASPHALT
CONCRETE ROADWAY
S STREET
LEGEND
MONITORING WELL
DEEP MONITORING WELL
OBVSERVATION WELL
RECOVERY WELL
FORMER 2014 AREA OF EXCAVATION
ABANDONED MONITORING WELL
ABANDONED OBSERVATION WELL
* = RW-1 AND AS-1 DESTROYED DURING SOURCE REMOVAL ACTIVITIES.
** = TEMP WELL NO LONGER PRESENT ONSITE
PROPOSED MONITORING WELL
DIAMETER = 2"
DEPTH = 12' bls
SCREEN = 2-12' bls
DRAFTED BY: RK
CHECKED BY: IMD
REVIEWED BY: TD
NORTH
PROPOSED MONITORING WELL LOCATION
ALLISON SHELL & DELI
(FORMERLY SHELL-FCE #2506) FDEP ID: 64/8625994
3790 SOUTH RIDGEWOOD AVENUE
PORT ORANGE, FLORIDA
Ecotech Environmental Services, Inc.
SCALE IN FEET (APPROXIMATE)
0
25
DATE
01/04/2020
FIGURE
#

LICENSE

5914101RIDGEWOOD AVE, PORT ORANGE, 32129



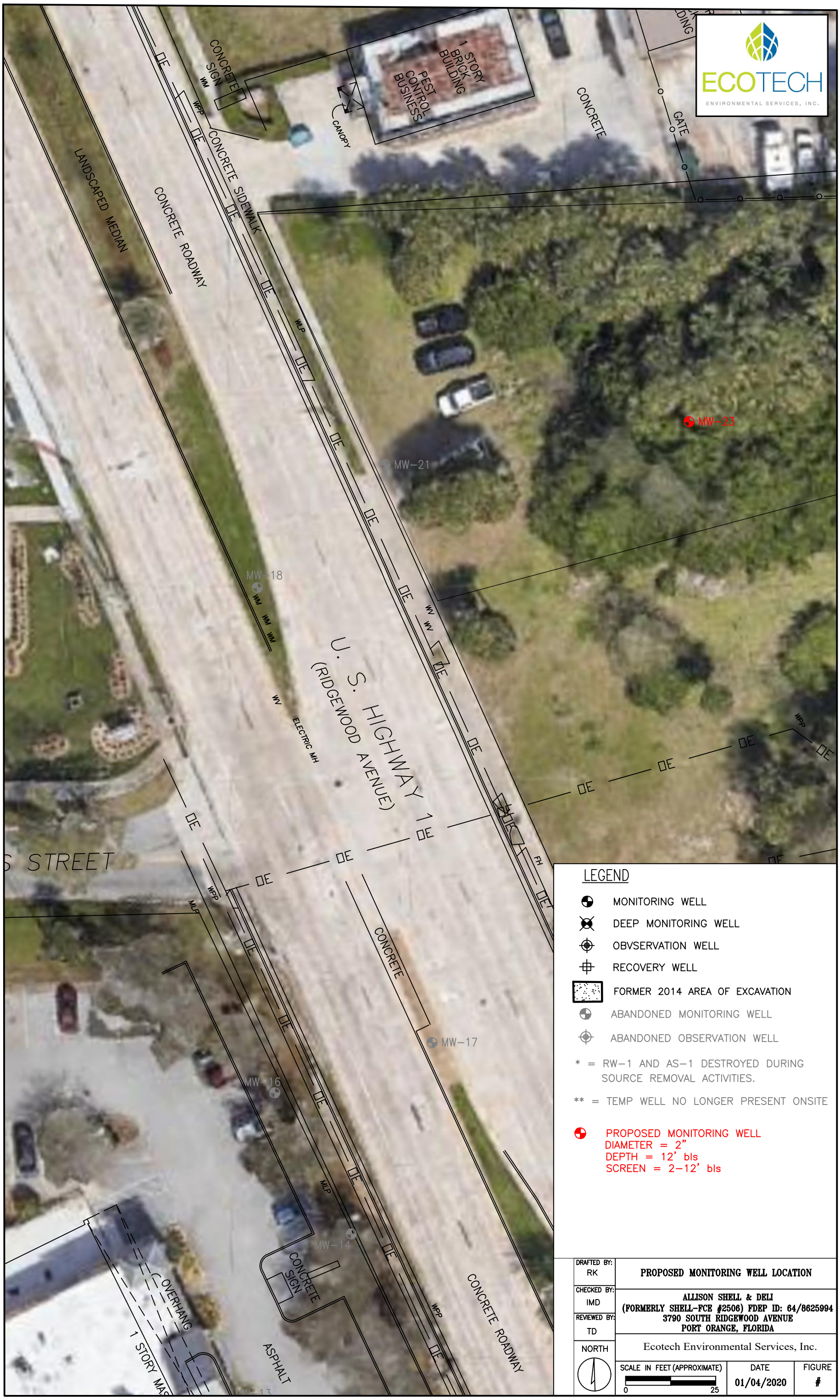
November 19, 2020

1:1,073

0 0.01 0.03 0.05 mi

0 0.02 0.04 0.08 km

Volusia County Property Appraiser


ECOTECH
ENVIRONMENTAL SERVICES, INC.
1 STORY BRICK BUILDING
PEST CONTROL BUSINESS
CANOPY
CONCRETE SIGN
CONCRETE
GATE
CONCRETE SIDEWALK
LANDSCAPED MEDIAN
CONCRETE ROADWAY
U. S. HIGHWAY 1
(RIDGEWOOD AVENUE)
ELECTRIC MH
MW-23
MW-21
MW-18
MW-17
MW-16
MW-14
MW-13
CONCRETE SIGN
OVERHANG
1 STORY MAS
ASPHALT
CONCRETE ROADWAY
S STREET
LEGEND
MONITORING WELL
DEEP MONITORING WELL
OBVSERVATION WELL
RECOVERY WELL
FORMER 2014 AREA OF EXCAVATION
ABANDONED MONITORING WELL
ABANDONED OBSERVATION WELL
* = RW-1 AND AS-1 DESTROYED DURING SOURCE REMOVAL ACTIVITIES.
** = TEMP WELL NO LONGER PRESENT ONSITE
PROPOSED MONITORING WELL
DIAMETER = 2"
DEPTH = 12' bls
SCREEN = 2-12' bls
DRAFTED BY: RK
CHECKED BY: IMD
REVIEWED BY: TD
NORTH
PROPOSED MONITORING WELL LOCATION
ALLISON SHELL & DELI
(FORMERLY SHELL-FCE #2506) FDEP ID: 64/8625994
3790 SOUTH RIDGEWOOD AVENUE
PORT ORANGE, FLORIDA
Ecotech Environmental Services, Inc.
SCALE IN FEET (APPROXIMATE)
0
25
DATE
01/04/2020
FIGURE
#

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 2/16/2021

Consent item: Yes

SUBJECT: (B13) Approval of Modification #1 of Grant Agreement for Federal Emergency Management Agency for the Virginia Avenue and Monroe Street Drainage and Water Quality Project

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Modification #1 of the grant agreement between the City of Port Orange and the Federal Emergency Management Agency to be used for the Virginia Monroe Avenue Drainage and Water Quality Project, subject to final review and approval of the grant agreement by the City Attorney.

SUMMARY: The purpose of this item is to approve and execute the modified grant subaward agreement from FEMA which increases the project budget and the City's approved local share by $581,118 for a revised subaward agreement totaling $3,424,035.00. Modification #1 to the subaward agreement updates the funding summary to reflect the Council approved budget and does not impact the award amount.

On October 16, 2018, Council approved a grant award from the Federal Emergency Management Agency Hazard Mitigation Grant Program (FEMA HMPG) in the amount of $644,250 supporting the in-progress Virginia Monroe Avenue Drainage and Water Quality Project (DIP059). The local share of the grant subaward agreement was $2,198,667 for a total project cost of $2,842,917. The local match was further supported with grant funding from Florida Department of Environmental Protection (FDEP) in the amount of $1.5 million (Resolution 18-1 on 2/20/18 and Resolution 18-51 on 11/7/18) and CDBG in the amount of $202,773 (annual plan fy18 date). The City's portion of the local match was $495.894.
On January 7,2020, Council approved awarding the contract for this project (ITB 19-17) to SanPik in the amount of $3,424,035, and increasing the city's share of the project by $581,118.
The increased cost of the project required a modification to the FEMA subgrant agreement. The budget modification was submitted to FEMA indicating no change in the FEMA amount and an increase in the local match amount by $581,118 to $2,779,785. Approval of the modification was received from FEMA 11 months later, on December 30, 2020.

Original Proj Total:	2,842,917.00	Revised Total	3,424,035.00	
FEMA	644,250.00	FEMA	644,250.00	
Local Share	2,198,667.00	Local Share	2,779,785.00	

FDEP	1,500,000.00	FDEP	1,500,000.00	
CDBG	202,773.00	CDBG	202,773.00	
City	495,894.00	City	1,077,012.00	Var. = 581,118

Project No.: Funding Account No.:

Presenter: Amanda Lasecki

ATTACHMENTS:

1.	Modification No.1 to Grant Agreement	4283-86-R MOD#1 For Execution 12-30-2020 (3).pdf
2.	Approval of Modification 1_ 4283-86-R	Approval of Modification 1_ 4283-86-R.pdf
3.	Fully Executed FEMA HMGP Contract 4283-86-R Virginia Monroe 10.28.18	Fully Executed FEMA HMGP Contract 4283-86-R Virginia Monroe 10.28.18.pdf

Amanda Lasecki	Created/Initiated - 1/12/2021
Amanda Lasecki	Approved - 1/19/2021
Alison Sylvester	Approved - 2/4/2021
Junos Reed	Approved - 2/4/2021
Lynn Stevens	Approved - 2/4/2021
Lupe Reyna-Coffin	Approved - 2/4/2021
Scott Neils	Approved - 2/4/2021
Matthew Jones	Approved - 2/4/2021
Jamie Miller	Approved - 2/4/2021
Robin Fenwick	Final Approval - 2/5/2021

SUB-RECIPIENT AGREEMENT CHECKLIST

DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of Port Orange
PROJECT #:	4283-86-R
PROJECT TITLE:	Virginia Avenue & Monroe Street Drainage Project
CONTRACT #:	H0112
MODIFICATION #:	1

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Amanda Lasecki, Grants Manager City of Port Orange 1000 City Center Circle Port Orange, Florida 32129

Enclosed is your copy of the proposed contract/modification between **the City of Port Orange** and the Florida Division of Emergency Management (FDEM).

	COMPLETE
☒	This form is required to be included with all Reviews, Approvals, and Submittal
☒	Signed electronic copy
☒	Reviewed and Approved
☒	Signed and Dated by Official Representative
☒	**Copy of the organization's resolution or charter** that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
☐	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Electronic Submittal to the Grant Specialist Veronica.ash@em.myflorida.com on

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 815-4570 or email me at Holly.swift@em.myflorida.com.

Contract Number: H0112

Project Number: 4283-86-R

MODIFICATION TO SUBGRANT AGREEMENT BETWEEN THE DIVISION OF EMERGENCY MANAGEMENT AND CITY OF PORT ORANGE

This Modification Number One is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and the City of Port Orange ("the Sub-Recipient") to modify Contract Number H0112, dated October 23, 2018 ("the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Sub-Recipient under the Hazard Mitigation Grant Program of $644,250.00 in Federal funds; and

WHEREAS, the Division and the Sub-Recipient desire to modify the Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. The Scope of Work, Attachment A to the Agreement, is hereby modified as set forth in 1st Revision Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.

2. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.

3. All provisions not in conflict with this Modification remain in full force and effect and are to be performed at the level specified in the Agreement.

4. Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

SUB-RECIPIENT: CITY OF PORT ORANGE

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

Name and Title: MAYOR DONALD O. BURNETTE

Date: _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By:_____

Name and Title: Jared Moskowitz, Director

Date: _____

Attachment A

(1st Revision)

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to improve drainage by installation of a pump station in Port Orange, Volusia County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4283-86-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of Port Orange, agrees to administer and complete the project per sealed engineering designs and construction plans as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes drainage improvements in the area along South Ridgewood Avenue between the intersections with Meeker Place and Fox Place in Port Orange, Florida 32127.

The HMGP construction scope of work shall include the construction of a pump station, storm water ponds, installation of force main at Monroe Place and Fox Place, inlets and pipes to properly connect the project area to proposed ponds. Construction of the storm water pond and force main in the proposed area would require acquiring land, moving any disturbed utilities and directional drilling along Fox Place. The proposed force main and diesel driven pumps would be raised 1-foot above the Base Flood Elevation (BFE) and be capable of removing floodwaters out of the low-lying area, which is prone to standing water.

The project shall provide protection against a 25-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

The proposed project starts approximately 50-feet west of Grant Street and Virginia Avenue, continues along Grant Street to the east. North side of the project approximately 50-feet north of intersection of Virginia Avenue and Church Street. South side of the project approximately 100-feet south of intersection of Fox Place and Jefferson Avenue. The project ends 100-feet east of intersection of Riverside Drive and Meeker Place. Project Boundary Coordinates: (29.14245535, -80.99239573); (29.14358136, -80.98528882); (29.13402634, -80.98843858); (29.13609736, -80.98159858). Pond A (29.13790999, -80.98521282); Pond B (29.13793748, -80.98557605).

TASKS & DELIVERABLES:

A) Tasks:

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal

and state laws and regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed “Debarment, Suspension, Ineligibility, Voluntary Exclusion Form” for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2) The Sub-Recipient shall monitor and manage the installation to improve the drainage and provide flood protection.

The project shall be implemented in accordance with sealed engineering designs and construction plans previously presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

The project consists of the general construction and furnishing of all materials, equipment, labor and fees to minimize recurring flooding and reduce repetitive flood loss to structures and roadways.

The Sub-Recipient shall fully perform the approved project, as described in the submitted documents, in accordance with the approved scope of work, budget line item, allocation of funds and applicable terms and conditions indicated herein. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Construction activities shall be completed by a qualified and licensed Florida contractor. All construction activities shall be monitored by the professional of record. The Sub-Recipient shall complete the project in accordance with all required permits. All work shall be completed in accordance with applicable codes and standards.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county official, or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation for closeout shall include:

a) Signed and Sealed As-built project plans (drawings) by the Professional of Record, two hard copies and an electronic version (via email or CD).

b) Letter of Completion:

   1. Affirming that the project was completed in conformance with the approved project drawings, specifications and scope; and
   2. Certifying Compliance with all applicable codes.

c) Archeological Materials – Project affects undisturbed ground – potential for presence of archeological resources. Projects that involve groundbreaking shall need written verification from the Sub-Recipient that no archeological materials were discovered during project construction.

   1. A letter stating no archeological materials were discovered during project construction.

d) Permit(s) and verification of compliance:

   1. Water Management Districts.
   2. United States Army Corps of Engineers (USACE).
   3. Department of Environmental Protection (DEP).
   4. Department of Transportation (DOT).
   5. Local jurisdiction(s).

   NOTE: If no permit was needed – a letter stating "no permit required".

e) National Pollutant Discharge Elimination System (NPDES) storm water permit – Required for any drainage **over one acre**. Include

   1. Storm Water Pollution Prevention Plan (SWPPP);
   2. Notice of Intent (NOI), awarded by the Florida Department of Environmental Protection (FDEP);
   3. Notice of Termination (NOT); terminates the NOI (from FDEP);

   OR If the area of disturbance was **less than one** acre, a letter stating the extent of the ground disturbance (by site).

f) Ground Dewatering Activities at the construction site:

   1. Provide documentation of coverage under FDEP "Generic Permit for the Discharge of Produced Ground Water from any Non-Contaminated Site Activity";

2. **OR** Letter stating that “No ground dewatering activities took place at this project’s site”.

g) Proof of compliance with Project Conditions and Requirements contained herein.

3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient’s project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses: The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, sealed engineering designs, and construction plans. The requests for reimbursement shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed,

cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of drainage improvements in Port Orange, Florida; the project includes a pump station and storm water ponds, installation of force main at Monroe Place and Fox Place, inlets and pipes to properly connect the project area to proposed ponds.

The completed project shall provide protection against a 25-year storm event.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.

2) The Sub-Recipient shall submit a signed and sealed final copy of the completed project's As-built drawings and all necessary supporting documentation and provide a summary of all contract scope of work changes, if any.

3) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.

4) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.

5) All installations shall be done in strict compliance with the Florida Building Code or any local codes and ordinances. All materials shall be certified to exceed the wind and impact standards of the current local codes.

6) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

D) Environmental:

1) Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental

permits and clearances may jeopardize federal funding. If project work is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies shall be redone.

2) Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, shall require re-submission of the application to FEMA through the Division for National Environmental Policy Act (NEPA) re-evaluation before starting project work.

3) The Sub-Recipient shall monitor ground disturbing activities during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

   If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery shall stop immediately and all reasonable measures to avoid or minimize harm to the finds shall be taken. The Sub-Recipient shall ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries.

   The Sub-Recipient's contractor shall provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall notify the Florida Division of Historic Resources, the Division's State Environmental Liaison Officer and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA and the Division have completed consultation with SHPO, Tribes, and other consulting parties as necessary.

   In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with ***Florida Statutes, Section 872.05***.

   Any changes to the approved scope of work will require submission to, and evaluation and approval by, the State and FEMA, prior to initiation of any work, for compliance with Section 106.

4) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

5) The Subgrantee is responsible for coordinating with and obtaining any required Section 404 permit(s) from the United States Army Corps of Engineers (USACE) and 401 permit(s) from the Florida Department of Environmental Protection prior to initiating work. The Subgrantee shall comply with all conditions and pre-construction notification requirements of the required permit(s). All coordination pertaining to these activities and compliance must be documented and maintained in the applicant's permanent files. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance will be required at project closeout.

6) Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, applicant shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies.

7) A National Pollutant Discharge Elimination System (NPDES) stormwater permit shall be obtained (if area of disturbance shall be greater than one acre). The Sub-Recipient shall prepare and implement a Storm Water Pollution Prevention Plan (SWPPP). A copy of the Notice of Intent (NOI) submitted to use the State of Florida Generic Permit for stormwater

discharge from construction activities; response letter from Florida Department of Environmental Protection (FDEP) if provided; and a copy of the Notice of Termination (NOT) shall be submitted at project closeout.

8) For project closeout, the Sub-Recipient shall provide verification of compliance with the St Johns River Water Management District (SJRWMD) General Permit modification for the Environmental Resource General Permit No 147813-1.

9) An Environmental Resource Permit shall be obtained prior to any construction activities. Verification of compliance and copies of all permits shall be provided at project closeout.

E) <u>Programmatic:</u>

1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.

2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) Project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for closeout.

5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of the new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

6) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

7) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

8) If the Sub-Recipient is not the current title holder of the affected properties, the Sub-Recipient shall provide documentation confirming the property acquisition and easement rights were obtained voluntarily. If condemnation or eminent domain is used to obtain easement rights, FEMA shall not pay for any associated costs or payments to the property owner. Furthermore, FEMA shall not consider it an eligible contribution to the non-Federal cost share requirement and shall not financially participate in that component of a project if land or easements are obtained involuntarily.

This is FEMA project number **4283-86-R.** It is funded under HMGP, FEMA-4283-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4283.

FEMA awarded this project on August 20, 2018; this Agreement was executed on October 23, 2018; and the Period of Performance for this project shall end on **January 31, 2021**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
2) Disallow all or part of the cost of the activity or action not in compliance;
3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
4) Withhold further awards for the program; or
5) Take other remedies that may be legally available.

SCHEDULE OF WORK

State and Local Contracting:	3	Months
Construction Plan/Technical Specifications:	3	Months
Bidding:	3	Months
Construction:	14	Months
State and Local Inspections:	3	Months
Closeout Compliance:	3	Months
Total Period of Performance:	**29**	**Months**

BUDGET

Line Item Budget*

	Project Cost	Federal Share	Non-Federal Share
Materials:	$3,374,035.00	$634,842.24	$2,739,192.76
Labor:	$0.00	$0.00	$0.00
Fees:	$50,000.00	$9,407.76	$40,592.24
Initial Agreement Amount:	**$3,424,035.00**	**$644,250.00**	**$2,779,785.00**
***Contingency Funds:	$0.00	$0.00	$0.00
Project Total:	**$3,424,035.00**	**$644,250.00**	**$2,779,785.00**

**Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

***** ***This project has an estimated $0.00 in contingency funds.*** *Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of $39,478.00

Funding Summary

Federal Share:	$644,250.00	(18.81552029%)
Non-Federal Share:	$2,779,785.00	(81.18447971%)
Total Project Cost:	**$3,424,035.00**	**(100.00%)**

From: Ash, Veronica
To: Lasecki, Amanda
Subject: [EXT] FW: 4283-86-R, MOD #1, For Execution 12-30-2020
Date: Wednesday, December 30, 2020 4:47:10 PM
Attachments: 4283-86-R MOD#1, For Execution 12-30-2020.pdf
Importance: High

From: Ash, Veronica
Sent: Wednesday, December 30, 2020 4:42 PM
To: 'amlasecki@port-orange.or' <amlasecki@port-orange.or>; Swift, Holly <Holly.Swift@em.myflorida.com>; Price, Pamela <Pamela.Price@em.myflorida.com>; Toney, Evan <Evan.Toney@em.myflorida.com>
Subject: 4283-86-R, MOD #1, For Execution 12-30-2020
Importance: High

Amanda Lasecki, Grants Manager
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

REF Project #4283-86-R
Project Title: Virginia Avenue & Monroe Street Drainage Project
Contract #H0112
Request for Review and Approval

The proposed contract Modification is being forwarded to you electronically, if you have any questions or concerns please contact me immediately.

The Florida Division of Emergency Management (FDEM) is pleased to inform you that the modification request for the project listed above has been approved.

Attached is your copy of the proposed contract **H0112** (MOD # **1)** between the City of Port Orange **(Sub-Recipient)** and the Florida Division of Emergency Management.

Please have the contract modification electronically signed by the official representative and return to us via email.

Official Representatives*:

County	*Chairman of the Board of Commissioners*
City	*Mayor*
Indian Tribe	*Chief or President*
Water Management District	*Chairman*
Non-Profit	*Chairman of the Board*

If there is an official that is not listed above who is authorized to sign the contracts for your organization, please **provide a copy of the organization's resolution or charter that specifically identifies the person or position that is authorized to sign.*

The electronically signed modification should then be sent via email to your grant specialist. Full execution should be no later than sixty (60) days after receipt of this e-mail for final execution.

The fully executed modification sent via email will be returned to you for your files.

Submit electronic copy of Resolution and Signature Authorization to:
Veronica S. Ash, FCCM
Grants Specialist V
Veronica.ash@em.myflorida.com
REF: 4337-230-R Contract

If you have questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at 850-815-4570 or email at **Holly.swift@em.myflorida.com**

Thank you,

Holly Swift, FCCM
Project Manager
Division of Emergency Management
2702 Directors Row
Orlando, Florida 32809-5631

Under Florida law, correspondence with the Florida Division of Emergency Management, which is neither confidential nor exempt pursuant to Florida Statutes Chapter 119, is a public record made available upon request.

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

RICK SCOTT
Governor

WESLEY MAUL
Director

October 29, 2018

Ms. Amanda Lasecki
Grants Manager
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

Re: Project #4283-86-R, City of Port Orange

Dear Ms. Lasecki:

Enclosed is the executed Hazard Mitigation Grant Program (HMGP) contract number H0112 between the City of Port Orange and the Division of Emergency Management. Additional assistance is available regarding your Project on the Florida Division of Emergency Management Website: **http://www.floridadisaster.org/Mitigation/Hazard/index.htm.** Please reference the heading: "Grant Management Tools Listed Below" which contains sample documents that will provide guidance for completing requests for reimbursement, reporting requirements and supporting documents containing important points, and subgrantee close-out checklists.

Please forward all Requests for Reimbursement (Attachment D) to the Division of Emergency Management at the following address:

Holly Swift, Project Manager
Florida Division of Emergency Management
2702 Directors Row
Orlando, Florida 32809-5631

If you have any specific questions regarding the contract or the Request for Reimbursement form, please contact Holly Swift at (850) 815-4570.

Respectfully,

Miles E. Anderson
Bureau Chief, Mitigation
State Hazard Mitigation Officer

RECEIVED
NOV 02 2018
FINANCE

MEA:vsa
Enclosure

Agreement Number: H0112

Project Number: 4283-86-R

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.74, "pass-through entity" means "a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.93, "Sub-Recipient" means "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.38, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.92, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient's name:	City of Port Orange
Sub-Recipient's unique entity identifier:	59-6000412
Federal Award Identification Number (FAIN):	FEMA-DR-4283-FL
Federal Award Date:	August 20, 2018
Subaward Period of Performance Start and End Date:	Upon Execution thru January 31, 2021
Amount of Federal Funds Obligated by this Agreement:	$644,250.00
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	$644,250.00
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	$644,250.00
Federal award project description (see FFATA):	City of Port Orange – Drainage Project
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	Holly.Swift@em.myflorida.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and the City of Port Orange, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Holly Swift, Project Manager
Division of Emergency Management
Bureau of Mitigation
2702 Directors Row
Orlando, Florida 32809-5631
Telephone: (850) 815-4570
Email: Holly.Swift@em.myflorida.com

c. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Amanda Lasecki, Grants Manager
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129
Telephone: (386) 506-5737
Email: alasecki@port-orange.org

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK.

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties and shall end on **January 31, 2021** unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$644,250.00.**

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any

false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.76 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient "relate financial data to performance accomplishments of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*see* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b),

Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10)RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) fiscal years from the date of

completion of grant cycle or project. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three,

basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

(11)AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R.

§200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(h), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12)REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

c. The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13)MONITORING.

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14)LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement; as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15)DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16)REMEDIES.

If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17)TERMINATION.

a. The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the

notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18)PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division's review and comments shall not constitute an approval of the solicitation. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

e. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that subcontract.

f. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

g. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

h. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

i. "[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(b), shall not use a geographic preference when procuring commodities or services under this Agreement.

j. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(c) as well as section 287.057(1)(a), Florida Statutes.

k. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(b), Florida Statutes.

l. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

(19)ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources
ii. Attachment A – Budget and Scope of Work
iii. Attachment B – Program Statutes and Regulations
iv. Attachment C – Statement of Assurances
v. Attachment D – Request for Advance or Reimbursement
vi. Attachment E – Justification of Advance Payment
vii. Attachment F – Quarterly Report Form
viii. Attachment G – Warranties and Representations
ix. Attachment H – Certification Regarding Debarment
x. Attachment I – Federal Funding Accountability and Transparency Act
xi. Attachment J – Mandatory Contract Provisions

(20)PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(21)REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22)MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in

excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

h. **In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

k. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions

contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

l. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(23)LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(24)COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25)LEGAL AUTHORIZATION.

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26)EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

iii. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

iv. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

v. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vi. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared

ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

vii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory

assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27)COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

> i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
>
> ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
>
> iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28)CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29)CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

> Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30)SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31)BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

(32)CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33)ASSURANCES.

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: **City of Port Orange**

By: _____

Name and Title: Donald O. Burnette, Mayor

Date: 10/19/18

FID#: 59-6000412

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Miles E. Anderson, for

Name and Title: Michael Kennett, Deputy Director

Date: 10-22-2018

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program
Federal agency: Federal Emergency Management Agency: Hazard Mitigation Grant
Catalog of Federal Domestic Assistance title and number: 97.039
Award amount: **$644,250.00**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 CFR Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
   - Localized Minor Drainage Improvement
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work (SOW) is to improve drainage by installation of pump station in the City of Port Orange, Florida; funded through the Hazard Mitigation Grant Program (HMGP) **DR-4283-86-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, **City of Port Orange**, agrees to administer and complete the project per sealed engineering designs and construction plans as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to improve the drainage of Virginia Avenue (intersection of Grant Street), and Monroe Street, Port Orange, 32127.

The Construction scope of work proposes drainage improvements of intersection of Grant Street and Virginia Avenue. The proposed project shall include construction of a pump station, storm water ponds, installation of force main at Monroe Place and Fox Place, inlets and pipes to properly connect project area to proposed ponds. Construction of storm water pond and force main in proposed area would require acquiring land, moving any disturbed utilities and directional drilling along Fox Place. The proposed force main and diesel driven pumps would be raised 1-foot above Base Flood Elevation (BFE) and capable of removing floodwaters out of low-lying area, which is prone to standing water.

The project shall provide protection against a 25-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Location:
Proposed project starts approximately 50-feet west of Grant Street and Virginia Avenue, continues along Grant Street to the east; north side of the project - approx. 50 feet north of intersection of Virginia Avenue and Church Street. South side of the project approximately 100-feet south of intersection of Fox Place and Jefferson Avenue. The project ends 100-feet east of intersection of Riverside Drive and Meeker Place. Project Boundary Coordinates: (29.14245535, -80.99239573); (29.14358136, -80.98528882); (29.13402634, -80.98843858); (29.13609736, -80.98159858). Pond A (29.13790999, -80.98521282); Pond B (29.13793748, -80.98557605).

TASKS & DELIVERABLES:

A) Tasks:

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

   The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by selected contractor.

2) The Sub-Recipient shall monitor and manage the installation to improve the drainage and provide flood protection

The project shall be implemented in accordance with sealed engineering designs and construction plans previously presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

The project consists of the general construction and furnishing of all materials, equipment, labor and fees to minimize recurring flooding and reduce repetitive flood loss to structures and roadways.

The Sub-Recipient shall fully perform the approved project, as described in the submitted documents, in accordance with the approved scope of work, budget line item, allocation of funds and applicable terms and conditions indicated herein. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Construction activities shall be completed by a qualified and licensed Florida contractor. All construction activities shall be monitored by the professional of record. The Sub-Recipient shall complete the project in accordance with all required permits. All work shall be completed in accordance with applicable codes and standards.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county official, or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation for closeout shall include:

a) Signed and Sealed As-built project plans (drawings) by the Professional of Record, two hard copies and electronic version (via email or CD); and

b) Letter of Completion:

    1. Affirming that the project was completed in conformance with the approved project drawings, specifications and scope; and

2. Certifying Compliance with all applicable codes;

c) Letter verifying compliance with the National Historic Preservation Act, to include if archeological materials or human remains were encountered during project activities, if so, how they were handled.

d) Permit(s) and verification of compliance.

1. Copy of the As-Built Certification and Request for Conversion to Operational Phase submitted to St. Johns River Water Management District after the project was completed.

2. Copy of the United States Army Corps of Engineers (USACE) Permit or No Permit Required (NPR). If a permit was required a copy of the Self-Certification Statement of Compliance or As-Built Certification shall be submitted.

e) Letter verifying that unusable equipment, debris, and material were disposed of in an approved manner and location. If any significant items (or evidence thereof) were discovered during implementation of the project, and that the Sub-Recipient handled, managed, and disposed of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state, and federal agencies.

f) Proof of compliance with Project Requirements and Conditions contained herein.

3) During the course of this agreement the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses: The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly reports shall be submitted by the Sub-

Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, sealed engineering designs, and construction plans. The requests for reimbursement shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount;

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of drainage improvements in the City of Port Orange, Florida; project includes a pump station and storm water ponds, installation of force main at Monroe Place and Fox Place, inlets and pipes to properly connect project area to proposed ponds.

The completed project shall provide protection against a 25-year storm event.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.

2) The Sub-Recipient shall submit a signed and sealed final copy of the completed project's As-built drawings and all necessary supporting documentation, and provide a summary of all contract scope of work changes, if any.

3) The Sub-Recipient shall provide a copy of the Notice of commencement, and any local official Inspection Report and/or Final approval, as applicable.

4) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.

D) Environmental:

1) Sub-Recipient shall follow all applicable state, local and federal laws regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project work is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies shall be redone.

2) Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, shall require re-submission of the application to FEMA through the Division for National Environmental Policy Act (NEPA) re-evaluation before starting project work.

3) The Sub-Recipient shall monitor ground disturbing activities during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

   If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery shall stop immediately and all reasonable measures to avoid or minimize harm to the finds shall be taken. The Sub-Recipient shall ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries.

   The Sub-Recipient's contractor shall provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall notify the Florida Division of Historic Resources, the Division's State Environmental Liaison Officer and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA and the Division has completed consultation with SHPO, Tribes, and other consulting parties as necessary.

   In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with ***Florida Statutes, Section 872.05***.

4) The Sub-Recipient is responsible for coordinating with and obtaining any required Section 404 permit(s) form the United States Army Corps of Engineers (USACE) and 401 permit(s) from the Florida Department of Environmental Protection prior to initiating work. The Sub-Recipient shall comply with all conditions and pre-construction notification requirements of the required permit(s). All coordination pertaining to these activities and compliance must be documented and maintained in the Sub-Recipient's permanent files. Failure to comply with these conditions may jeopardize funding. Verification of compliance will be required at project closeout.

5) Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, applicant shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state, and federal agencies. Verification of compliance is required at project closeout.

6) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) <u>Programmatic:</u>

1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.

2) The Sub-Recipient must notify the Division as soon as significant developments becomes known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) Project is approved with the condition that the enclosed list of deliverables shall be submitted, 30-days prior to the Period of Performance date, for review and approval by the Division; for submittal to FEMA for closeout.

5) Any extension of the Period of Performance shall be submitted to FEMA, 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing

and submitted along with substantiation of new expiration date, and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

6) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

7) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

8) If the Sub-Recipient is not the current title holder of the affected properties, the Sub-Recipients shall provide documentation confirming the property acquisition and easement rights were obtained voluntarily. If condemnation or eminent domain is used to obtain easement rights, FEMA shall not pay for any associated costs or payments to the property owner. Furthermore, FEMA shall not consider it an eligible contribution to the non-Federal cost share requirement and shall not financially participate in that component of a project if land or easements are obtained involuntarily.

This is FEMA project number **4283-86-R,** is funded under HMGP; FEMA-4283-DR-FL; and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4283.

FEMA awarded this project on August 20, 2018; this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on **January 31, 2021**.

FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;

2) Disallow all or part of the cost of the activity or action not in compliance;

3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;

4) Withhold further awards for the program; or

5) Take other remedies that may be legally available.

SCHEDULE OF WORK

State and Local Contracting	3	Months
Construction Plan/Technical Specifications:	3	Months
Bidding:	3	Months
Construction:	14	Months
Final Inspections:	3	Months
Closeout Compliance:	3	Months
Total Period of Performance:	**29**	**Months**

BUDGET

Line Item Budget*

	Project Costs	Federal Share	Local Share
Materials:	$1,008,788.00	$228,607.00	$780,181.00
Labor:	$1,575,682.00	$357,075.00	$1,218,607.00
Fees:	$258,447.00	$58,568.00	$199,879.00
Total Project Costs:	**$2,842,917.00**	**$644,250.00**	**$2,198,667.00**

**Any line item amount in this Budget may be increased or decreased 10% or less without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

Funding Summary

Federal Share:	$644,250.00	(22.661583%)
Local Share:	$2,198,667.00	(77.338417%)
Total Project Cost:	**$2,842,917.00**	**(100.0%)**

Attachment B

Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to Chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

(2) No new structure will be erected on property other than:
   a. a public facility that is open on all sides and functionally related to a designed open space;
   b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 CFR 206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

(1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (44 CFR 13(c));

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty days prior to the project expiration date.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

(1) 53 Federal Register 8034
(2) Federal Acquisition Regulations 31.2
(3) Section 1352, Title 31, US Code
(4) Chapter 473, Florida Statutes
(5) Chapter 215, Florida Statutes
(6) Section 768.28, Florida Statutes
(7) Chapter 119, Florida Statutes
(8) Section 216.181(6), Florida Statutes
(9) Cash Management Improvement Act of 1990
(10) American with Disabilities Act
(11) Section 112.061, Florida Statutes
(12) Immigration and Nationality Act
(13) Section 286.011, Florida Statutes

(14) 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
(15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(19) Victims of Crime Act (as appropriate)
(20) Section 504 of the Rehabilitation Act of 1973, as amended
(21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(22) Department of Justice regulations on disability discrimination, 28 CFR, Part 35 and Part 39
(23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is

used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 18 U.S.C. 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility(other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470(f), and implementing regulations in 36 CFR, Part 800.

(4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800 (2)(e), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within 15 calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all

reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

(m) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(n) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(o) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(p) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(q) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(r) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(s) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;

(u) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626

(v) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;

(x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;

(y) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.;

(aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(bb) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;

(cc) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(dd) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ee) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);

(ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;

(gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and

(hh) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.

(ii) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present
   c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

Attachment D

DIVISION OF EMERGENCY MANAGEMENT

REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: City of Port Orange

REMIT ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PROJECT TYPE: Drainage Improvement PROJECT #: 4283-86-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0112

APPROVED BUDGET: _____ FEDERAL SHARE: _____ MATCH: _____

ADVANCED RECEIVED: _____ N/A ____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ To _____ Payment #: _____

Eligible Amount 100% (Current Request)	Obligated Federal Amount 22.661583%	Obligated Non-Federal 77.338417%	Division Use Only	
			Approved	Comments

TOTAL CURRENT REQUEST: $ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME / TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION

APPROVED PROJECT TOTAL $ _____

ADMINISTRATIVE COST $ _____

APPROVED FOR PAYMENT $ _____

_____
GOVERNOR'S AUTHORIZED REPRESENTATIVE

_____
DATE

SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MTIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: City of Port Orange PAYMENT #:

PROJECT TYPE: Drainage Improvement PROJECT #: 4283-86-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0112

	REF NO[2]	DATE[3]	DOCUMENTATION [4]	*(Check) AMOUNT*	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
9					
This payment represents			***% completion of the project.***	***TOTAL***	

[2] *Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)*

[3] *Date of delivery of articles, completion of work or performance services. (per document)*

[4] *List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.*

Attachment E
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: City of Port Orange

If you are requesting an advance, indicate same by checking the box below.

[ ] ADVANCE REQUESTED

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below. PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for 90 days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20___-20___ Anticipated Expenditures for First Three Months of Contract
For example ADMINISTRATIVE COSTS (Include Secondary Administration.)	
For example PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.

Attachment F

DIVISION OF EMERGENCY MANAGEMENT
HAZARD MITIGATION GRANT PROGRAM
QUARTERLY REPORT FORM

***Instructions**: Complete and submit this form to the appropriate Project Manager within 15 days of each quarter's end date.*

SUB-RECIPIENT: City of Port Orange **PROJECT #:** 4283-86-R
PROJECT TYPE: Drainage Improvement **CONTRACT #:** H0112
PROGRAM: Hazard Mitigation Grant Program **QUARTER ENDING:** _____

Advance Payment Information:
Advance Received ☐ N/A ☐ Amount: $ _____ Advance Settled? Yes ☐ No ☐

Provide reimbursement **Projections** for this project (*projections may change*):
Jul-Sep 20__ $ _____ **Oct-Dec 20__** $ _____ **Jan-Mar 20__** $ _____ **Apr-Jun 20__** $ _____

Target Dates:
Contract Initiation Date: _____ Contract Expiration Date: _____
Estimated Project Completion Date: _____

Project Proceeding on **Schedule**? ☐ Yes ☐ No *(If No, please describe under **Issues** below)*

Percentage of Work Completed (*may be confirmed by state inspectors*): _____%

Describe **Milestones** achieved during this quarter:

Provide a **Schedule** for the remainder of work to project completion: *(Milestones from Contract with estimated dates)*

Milestone	**Date**

Describe **Issues** or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Additional **Comments**/Elaboration:

NOTE: Division of Emergency Management (DEM) staff may perform interim inspections and/or audits at any time. Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, etc. Please contact the Division as soon as these conditions become known, otherwise you may be found non-compliant with your sub grant award.

Person Completing Form: Phone:

~ To be completed by Division staff ~

Date Reviewed: _____ *Reviewer:* _____
Actions:

Attachment G

Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.326).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

Subcontractor Covered Transactions

(1) The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

City of Port Orange
Sub-Recipient's Name

H0112
DEM Contract Number

4283-86-R
FEMA Project Number

Attachment I

Federal Funding Accountability and Transparency Act

Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a) (2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4283-86-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $644,250.00

OBLIGATION/ACTION DATE: August 20, 2018

SUBAWARD DATE (if applicable): _____

DUNS#: 835509878

DUNS# +4: _____

*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (http://fedgov.dnb.com/webform). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: City of Port Orange

DBA NAME (IF APPLICABLE):

PRINCIPAL PLACE OF BUSINESS ADDRESS:

ADDRESS LINE 1: 1000 City Center Circle

ADDRESS LINE 2:

ADDRESS LINE 3:

CITY Port Orange STATE FL ZIP CODE+4** 32129

PARENT COMPANY DUNS# (if applicable): 080827082

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): 97.039

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to improve the drainage of Virginia Avenue (intersection of Grant Street), and Monroe Street, Port Orange, 32127.

The Construction scope of work proposes drainage improvements of intersection of Grant Street and Virginia Avenue. The proposed project shall include construction of a pump station, storm water ponds, installation of force main at Monroe Place and Fox Place, inlets and pipes to properly connect project area to proposed ponds. Construction of storm water pond and force main in proposed area would require acquiring land, moving any disturbed utilities and directional drilling along Fox Place. The proposed force main and diesel driven pumps would be raised 1-foot above Base Flood Elevation (BFE) and capable to remove floodwaters out of low laying area, which is prone to standing water.

The project shall provide protection against a 25-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Location:
Proposed project starts approximately 50-feet west of Grant Street and Virginia Avenue, continues along Grant Street to the east; north side of the project - approx. 50 feet north of intersection of Virginia Avenue and Church Street. South side of the project approximately 100-feet south of intersection of Fox Place and Jefferson Avenue. The project ends 100-feet east of intersection of Riverside Drive and Meeker Place. Project Boundary Coordinates: (29.14245535, -80.99239573); (29.14358136, -80.98528882); (29.13402634, -80.98843858); (29.13609736, -80.98159858). Pond A (29.13790999, -80.98521282); Pond B (29.13793748, -80.98557605).

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS): Vicinity of Virginia Avenue and Monroe Street

ADDRESS LINE 1:

ADDRESS LINE 2:

ADDRESS LINE 3:

CITY Port Orange STATE FL ZIP CODE+4** 32127

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE: FL-6

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

   Yes ☐ No ☒

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

   Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	**Name (Last, First, MI)**	**Title**	**Total Compensation for Most Recently Completed Fiscal Year**
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: Donald O. Burnette, City Mayor

DATE: October 16, 2018

Attachment J

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The Division provides the following list of sample provisions that may be required:

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See §200.322 Procurement of recovered materials.

APPENDIX III TO PART 200—INDIRECT (F&A) COSTS IDENTIFICATION AND ASSIGNMENT, AND RATE DETERMINATION FOR INSTITUTIONS OF HIGHER EDUCATION (IHES)

A. GENERAL

This appendix provides criteria for identifying and computing indirect (or indirect (F&A)) rates at IHEs (institutions). Indirect (F&A) costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, an instructional activity, or any other institutional activity. See subsection B.1, Definition of Facilities and Administration, for a discussion of the components of indirect (F&A) costs.

1. Major Functions of an Institution

Refers to instruction, organized research, other sponsored activities and other institutional activities as defined in this section:

a. *Instruction* means the teaching and training activities of an institution. Except for research training as provided in subsection b, this term includes all teaching and training activities, whether they are offered for credits toward a degree or certificate or on a non-credit basis, and whether they are offered through regular academic departments or separate divisions, such as a summer school division or an extension division. Also considered part of this major function are departmental research, and, where agreed to, university research.

(1) *Sponsored instruction and training* means specific instructional or training activity established by grant, contract, or cooperative agreement. For purposes of the cost principles, this activity may be considered a major function even though an institution's accounting treatment may include it in the instruction function.

(2) *Departmental research* means research, development and scholarly activities that are not organized research and, consequently, are not separately budgeted and accounted for. Departmental research, for purposes of this document, is not considered as a major function, but as a part of the instruction function of the institution.

b. *Organized research* means all research and development activities of an institution that are separately budgeted and accounted for. It includes:

(1) *Sponsored research* means all research and development activities that are sponsored by Federal and non-Federal agencies and organizations. This term includes activities involving the training of individuals in research techniques (commonly called research training) where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

(2) *University research* means all research and development activities that are separately budgeted and accounted for by the institution under an internal application of institutional funds. University research, for purposes of this document, must be combined with sponsored research under the function of organized research.

c. *Other sponsored activities* means programs and projects financed by Federal and non-Federal agencies and organizations which involve the performance of work other than instruction and organized research. Examples of such programs and projects are health service projects and community service programs. However, when any of these activities are undertaken by the institution without outside support, they may be classified as other institutional activities.

d. *Other institutional activities* means all activities of an institution except for instruction, departmental research, organized research, and other sponsored activities, as defined in this section: Indirect (F&A) cost activities identified in this Appendix paragraph B, Identification and assignment of indirect (F&A) costs; and specialized services facilities described in §200.468 Specialized service facilities of this Part.

Examples of other institutional activities include operation of residence halls, dining halls, hospitals and clinics, student unions, intercollegiate athletics, bookstores, faculty housing, student apartments, guest houses, chapels, theaters, public museums, and other similar auxiliary enterprises. This definition also includes any other categories of activities, costs of which are "unallowable" to Federal awards, unless otherwise indicated in an award.

2. Criteria for Distribution

a. *Base period.* A base period for distribution of indirect (F&A) costs is the period during which the costs are incurred. The base period normally should coincide with the fiscal year established by the institution, but in any event the base period should be so selected as to avoid inequities in the distribution of costs.

b. *Need for cost groupings.* The overall objective of the indirect (F&A) cost allocation process is to distribute the indirect (F&A) costs described in Section B, Identification and assignment of indirect (F&A) costs, to

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 2/16/2021

Consent item: Yes

SUBJECT: (B14) Approval of Major Special Event Request for Lowes Spring Landscaping Sale/1751 Dunlawton Ave.

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve the Lowe's Spring Landscaping Major Special Event.

SUMMARY: Rick Myers, on behalf of Lowe's, is requesting to hold a major special event, for a Spring landscaping display and sale, at the Port Orange Gateway Center located at 1751 Dunlawton Avenue. The Code of Ordinances Chapter 58, Article III, Special Events, Section 58-53, requires City Council approval for any Special Event that exceeds (7) consecutive calendar days. Section 58-53 also states that no lot or parcel shall serve as a location of a special event, or any part of a special event, including parking, for more than 40 days per calendar year. The request to exceed the 40-day limit also requires City Council approval.

The sale is proposed for the parking lot area in front of the existing Lowe's garden center. This is the area approved for special events and sales in the Lowe's Planned Commercial Development (PCD). The Spring landscaping display and sale is proposed to begin on Tuesday, March 2, 2021 and go through July 1, 2021, or 121 consecutive days. The proposed operational hours of sales are from 6 a.m. to 9 p.m. daily. The proposed Spring landscaping sale will include, but not be limited to, trees, shrubs, flowers, and soils. There will be a temporary, decorative fence marking the boundaries of the event space (84'x100'). No port-o-lets will be provided as restrooms are provided in the store.

The proposed event has been reviewed by the Police, Fire, Public Works, Parks and Recreation and Community Development departments. The owner is not requesting additional City resources at this time. The applicant is not requesting a waiver of the surety bond fee. As part of the Major Special Event application, Lowe's provided the guidelines to be used during this event to adhere to the CDC Social Distancing requirements to keep event employees and visitors safe. These measures are consistent with the current CDC guideline for an outdoor event. Attached is the social distancing plan provided by Lowe's.

Project No.: Funding Account No.:

Presenter: Penelope Cruz

ATTACHMENTS:

1.	Staff Recommendations_2021 Lowes Spring Sale	Staff Recommendations_2021 Lowes Spring Sale.pdf
2.	Location Map	Location Map.pdf
3.	Lowes_Social_Distancing_Plan	Lowes_Social_Distancing_Plan.pdf

Penelope Cruz	Created/Initiated - 1/27/2021
Tim Burman	Approved - 1/27/2021
Ronny Buttrum	Approved - 1/27/2021
Thomas Grimaldi	Approved - 2/3/2021
Jamie Miller	Approved - 2/3/2021
Robin Fenwick	Final Approval - 2/3/2021

RECOMMENDATION:

Staff recommends approval of the Lowes Spring Landscaping Sale subject to the following conditions:

1. Hours of the event shall be from 6:00 a.m. until 9:00 p.m.

2. A $250 surety bond is required as outlined in Chapter 58, Article III, of the City of Port Orange Code of Ordinances. Applicant is not requesting a waiver.

3. Access shall be maintained for all emergency vehicles.

4. Event organizers are required to delineate the event area from the vehicular driving and parking area with cones, ropes and/or barricades where necessary.

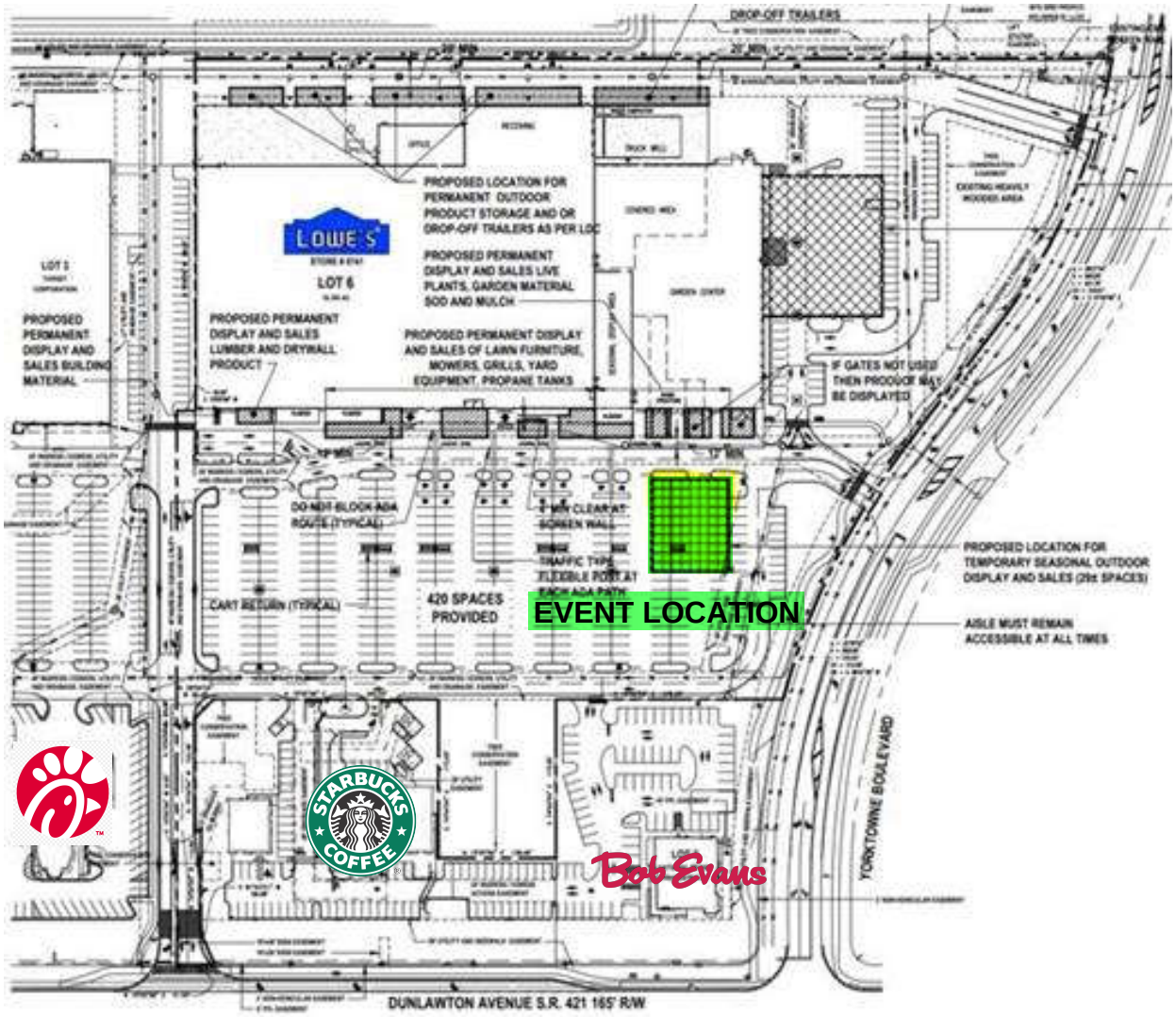
5. All areas used for this function shall be handicapped-accessible. Handicapped parking is to remain open and accessible for the event.

6. All trash generated for the duration of the event must be picked up and disposed of at the end of the event along with any debris at the event sites.

7. A post-event inspection will be completed the first scheduled workday after the event to ensure all trash and debris generated in the parking lot where the event is taking place was removed.

8. Event coordinator stall uphold the proposed social distancing plan as outlined in the special event application for the complete duration of the event.

EXHIBIT I


DROP-OFF TRAILERS
PROPOSED LOCATION FOR PERMANENT OUTDOOR PRODUCT STORAGE AND OR DROP-OFF TRAILERS AS PER LDC
LOWE'S
LOT 6
PROPOSED PERMANENT DISPLAY AND SALES LIVE PLANTS, GARDEN MATERIAL SOD AND MULCH
PROPOSED PERMANENT DISPLAY AND SALES LUMBER AND DRYWALL PRODUCT
PROPOSED PERMANENT DISPLAY AND SALES BUILDING MATERIAL
PROPOSED PERMANENT DISPLAY AND SALES OF LAWN FURNITURE, MOWERS, GRILLS, YARD EQUIPMENT, PROPANE TANKS
IF GATES NOT USED THEN PRODUCT MAY BE DISPLAYED
DO NOT BLOCK ADA ROUTE (TYPICAL)
CART RETURN (TYPICAL)
420 SPACES PROVIDED
EVENT LOCATION
PROPOSED LOCATION FOR TEMPORARY SEASONAL OUTDOOR DISPLAY AND SALES (25± SPACES)
AISLE MUST REMAIN ACCESSIBLE AT ALL TIMES
STARBUCKS COFFEE
Bob Evans
YORKTOWNE BOULEVARD
DUNLAWTON AVENUE S.R. 421 165' R/W

Letter of Request

Spring Landscaping

March 2, 2021 – July 1, 2021 6am-9pm

Lowe's, 1751 Dunlawton Avenue Port Orange

Seasonal outdoor display and sales area will be merchandised with landscape products for convenient shopping of Lowe's garden center customers. Products in the display and sales area will include trees, shrubs, flowering plants and soils that customers would need to complete their landscape projects.

The area will have an ornamental fence defining the boundaries and merchandise will be displayed either on elevated wood tables or large palms and trees would sit on the ground.

Signage; there will be signage calling out the price and description of items.

Lowe's will be the primary retailer representing vendor's products.

Restrooms are provided in the store and no port-o-lets will be provided.

There is no needed security.

*Social distancing plan, There will be signage asking customers to maintain 6 ft of distance in accordance with CDC guidelines. Currently Lowe's requires all employees to wear masks and requests all persons entering the store and selling locations wear a mask. There will also be a Lowe's associate present for compliance with the "50 people or less required by the City." Lowe's has interlinked smartphone devices that can be used to ensure customer head count.

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 2/16/2021

Consent item: Yes

SUBJECT: (B15) Approval of Historic Tree Removal Request at 107 Flamingo Drive in Treasure Isle Estates with Conditions

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the removal of one historic tree conditioned on mitigation pursuant to Resolution 20-46.

SUMMARY: Environmental Advisory Board (1/25/2021): Recommended Approval

The tree removal contractor for Newby Management, the property owner of Treasure Isle Estates, submitted a request to remove one 45” diameter live oak tree located in the rear yard of 107 Flamingo Drive. The tree is located off the rear right side of the manufactured home. According to the homeowner, the tree is lifting the backside of the manufactured home approximately 6 inches causing a door and window to come out of alignment. The window broke and had to be replaced.

Staff consulted with the City Forester, Steve Edgar, who determined that the tree is healthy and sound. Efforts to keep the tree would the manufactured to be moved forward approximately 6 feet and reset on new piles; however, the existing home was set in the 70's and the frame is rusted so it would most likely fall apart if moved. The estimated cost to fully replace the home with a new manufactured model is around $165,000.

Pursuant to Chapter 9, Article II, Section 16.5 of the LDC, the City Council may allow a party to mitigate the replacement of a historic tree through any combination of replacement trees, and/or contribution to the City’s tree bank provided that the combination equals or exceeds the required percentage of the total cross sectional area of the removed historic tree as established by Resolution 20-46. Based on the health and size of the tree, the following mitigation is required per Resolution No. 20-46:

Size: 45" Health: good
No. of Replacement trees: 15 or
Tree Bank Contribution: $6,441

The Environmental Advisory Board discussed this item at their January 25, 2021 meeting and recommended approval conditioned on mitigation pursuant to Resolution No. 20-46. The property owner, Newby Management, would like to provide 15 replacement trees in suitable planting areas throughout Treasure Isle Estates to meet the mitigation requirement.

Project No.: Funding Account No.:

Presenter: Margaret Tomlinson

ATTACHMENTS:

1.	107 FLAMINGO TREE PHOTOS	107 FLAMINGO TREE PHOTOS.pdf

Melanie Schmotzer	Created/Initiated - 2/2/2021
Tim Burman	Approved - 2/3/2021
Jamie Miller	Approved - 2/5/2021
Robin Fenwick	Final Approval - 2/5/2021

Figure 1: View of the of the rear yard, the historic tree is located adjacent to the back corner of the home.

Figure 2: View of the rear yard taken from a distance to show the canopy of the historic tree.

Figure 3: View of the trunk of the tree and failing retaining wall.

Figure 4: View of the trunk taken from a different angle.

Figure 5: View of the trunk showing the proximity to the home and roof overhang.

Figure 6: View of the side yard of the home showing the historic tree behind the home and the canopy of the tree overhanging the home and the adjacent home.

Figure 7: View of the front of the home with the historic tree in the background.

Figure 8: A picture of roof damage caused by falling tree limbs.

Figure 9: View showing roof damage along the eave of the home.

Figure 10: A picture showing the mis-alignment of one of the home's doors.

Figure 11: A picture showing damage to a door of the home.

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 2/16/2021

Consent item: No

SUBJECT: (C16) Port Orange Property Development, Inc. Joint Annual Meeting of the Members, Directors and Design Review Board

DEPARTMENT: City Attorney

GOAL:

RECOMMENDED MOTION: Please see the attached agenda.

SUMMARY: Chairman Chase Tramont will conduct the joint meeting. Please see the attached notice and agenda for joint meeting.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	2021 - Notice of Joint Annual Meeting Port Orange Property Development	2021 - Notice of Joint Annual Meeting Port Orange Property Development-dated.pdf
2.	DESIGN REVIEW BOARD ANNUAL MTG MINS 2-4-2020	DESIGN REVIEW BOARD ANNUAL MTG MINS 2-4-2020.docx
3.	PO PDI 3-3-2020 minutes	PO PDI 3-3-2020 minutes.docx

Robin Fenwick	Created/Initiated - 12/22/2020
Carly Meek	Approved - 2/2/2021
Jamie Miller	Approved - 2/3/2021
Robin Fenwick	Final Approval - 2/3/2021

NOTICE OF JOINT ANNUAL MEETING
of Members, Directors and Design Review Board of
PORT ORANGE PROPERTY DEVELOPMENT, INC.,
a Florida Not-for-Profit Corporation.

TO: All Members, Directors, and Design Review Board

Pursuant to the provisions of Article 3.02, Members of the Corporation, and Article 4.03, Board of Directors, of the Bylaws of **PORT ORANGE PROPERTY DEVELOPMENT, INC.,** a Florida Not-for-Profit Corporation

YOU ARE HEREBY NOTIFIED

that the joint annual meeting of the Members and of the Board of Directors shall be held on **Tuesday, February 16, 2021, at 6:30 p.m.**, or as soon thereafter as the respective meeting may be called to order, in the City Council Chambers, City Hall, 1000 City Center Circle, Port Orange, Florida, for the following purposes:

Agenda for Meeting of Members:

1. Roll Call (all members of council)

2. Acceptance of Meeting Notice

3. Approval of Minutes of February 4, 2020 for meeting of the Members and Directors

4. Approval of Minutes of February 4, 2020 for meeting of the Design Review Board

5. Approval of Minutes of March 3, 2020 for special meeting of Members, Directors and Design Review Board

6. Election of the Board of Directors;

   Current Board of Directors
   Donald Burnette
   Drew Bastian
   Scott Stiltner
   Chase Tramont
   Vacancy due to the resignation of Dr. Marilyn Ford

Board of Directors to be elected

Donald Burnette
Drew Bastian
Scott Stiltner
Chase Tramont
Person elected to council in the special election with the interim appointment, Jonathan Foley, filling the position until the election.

7. Such other business as may be brought before the Members of the corporation.

Immediately following the meeting of the members, the Board of Directors shall consider and take action on the following items:

Agenda for Meeting of Board of Directors:

8. **Election of officers:**

Current Officers

Chase Tramont, Chairman
Drew Bastian, Vice Chairman
Scott Stiltner, President
Donald Burnette, Vice President
Vacancy due to the resignation of Dr. Marilyn Ford, Secretary
Dr. Scott R. Neils, Treasurer

Nominations for election of officers:

Chairman: _____
Vice-Chairman: _____
President: _____
Vice President: _____
Secretary: _____
Treasurer: Dr. Scott R. Neils

9. Such other business as may be brought before the Board of Directors.

Immediately following the meeting of the Members and the Board of Directors, the Design Review Board shall consider and take action on the following items:

Agenda for Meeting of the Design Review Board:

10. **Election of officers:**

Current Officers

Chase Tramont, Chairman

Drew Bastian, Vice-Chairman

Nominations for election of officers:

Chairman: _____
Vice-Chairman: _____

11. Such other business as may be brought before the Design Review Board.

DATED: February 5, 2021.

*/s/ Robin Fenwick for*_____
Vacancy, Secretary

Copy to: Donald Burnette, Mayor
Drew Bastian, Vice Mayor
Chase Tramont, Councilmember
Scott Stiltner, Councilmember
Jonathan Foley, Interim Councilmember
Jamie Miller, Interim City Manager
Matthew J. Jones, City Attorney

ACCOMMODATIONS IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS MEETING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE CITY CLERK FOR THE CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129, TELEPHONE NUMBER 386-506-5563, CITYCLERK@PORT-ORANGE.ORG, AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING DATE. IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 7-1-1 or 1-800-955-8771. HELP FOR THE HEARING IMPAIRED IS AVAILABLE THROUGH THE ASSISTIVE LISTENING SYSTEM RECEIVERS CAN BE OBTAINED FROM THE CITY CLERKS' OFFICE.

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PORT ORANGE PROPERTY DEVELOPMENT, INC. and
DESIGN REVIEW BOARD
MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
FEBRUARY 4, 2020

THE JOINT ANNUAL MEETING OF MEMBERS, DIRECTORS AND DESIGN REVIEW BOARD OF PORT ORANGE PROPERTY DEVELOPMENT, INC., was called to order by Chairman Chase Tramont at 6:35 p.m.

Roll Call:	Present:	Don Burnette Drew Bastian Scott Stiltner Chase Tramont Marilyn Ford
	Also Present:	Jake Johansson, City Manager Matthew Jones, City Attorney Robin Fenwick, City Clerk

2. Acceptance of meeting notice

   There were no objections to the meeting notice.

3. Approval of the Minutes of March 5, 2019 meeting of the Members & Directors

   Motion to approve the Minutes of the March 5, 2019 meeting was made by Member Bastian and Seconded by Member Ford. Motion carried unanimously by voice vote.

4. Approval of the Minutes of March 5, 2019 meeting of the Design Review Board

   Motion to approve the Minutes of the March 5, 2019 Design Review Board meeting was made by Member Burnette and Seconded by Member Ford. Motion carried unanimously by voice vote.

5. Election of Board Members

   Motion to elect Drew Bastian, Don Burnette, Scott Stiltner, Chase Tramont, and Marilyn Ford was made by Member Burnette and Seconded by Member Stiltner. Motion carried unanimously by voice vote.

6. There was no further business of the Members.

7. Election of Officers of the Board of Directors:

   Motion to re-elect the current officers to another term was made by Member Burnette and Seconded by Member Bastian. Motion carried unanimously by voice vote.

8. There was no further business of the Board of Directors.

Design Review Board:

9. Election of Chairman and Vice Chairman of the Design Review Board:

   Motion to elect Chase Tramont as Chairman of the Design Review Board was made by Member Burnette and Seconded by Member Stiltner. Motion carried unanimously by voice vote.

   Motion to elect Drew Bastian as Vice-Chairman was made by Member Ford and Seconded by Member Burnette. Motion carried unanimously by voice vote.

There being no further business, the meeting was adjourned at 6:39 p.m.

_____

Chase Tramont, Chairman

PORT ORANGE PROPERTY DEVELOPMENT, INC. and
DESIGN REVIEW BOARD
SPECIAL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
MARCH 3, 2020

THE SPECIAL MEETING OF MEMBERS, DIRECTORS AND DESIGN REVIEW BOARD OF PORT ORANGE PROPERTY DEVELOPMENT, INC., was called to order by Chairman Chase Tramont at 6:32 p.m.

Roll Call:	Present:	Don Burnette Drew Bastian Scott Stiltner Chase Tramont Marilyn Ford
	Also Present:	Jake Johansson, City Manager Matthew Jones, City Attorney Robin Fenwick, City Clerk

2. Acceptance of meeting notice

There were no objections to the meeting notice.

3. New Business

A. Site Plan for Palmer Parking Lot Expansion on Palm College campus (Case No. 19-60000007)

Tim Burman, Community Development Director, presented details of the requests (A. and B.) Staff has reviewed the site plans and recommends approval.

Motion to approve the site plan for the expansion of the parking lot at the north end of the Palmer College of Chiropractic Campus, subject to the requirements of the Land Development Code, and designate the City Manager as authorized agent for the Port Orange Property Development, Inc. for the purpose of executing all development related applications for the Palmer parking lot expansion project was made by Member Bastian and Seconded by Member Ford.

Robert Reinhagen, citizen, spoke regarding his concerns with stormwater issues because of less drainage due to more paving. He'd like to see it addressed before this item is approved.

Motion carried unanimously by voice vote.

B. Architectural design and site plan for Building No. 4 on Palmer College campus

Motion to approved the architectural design and site plan for Building #4 on the Palmer College Campus, subject to the requirements of the Land Development Code, and designate the City Manager as authorized agent for the Port Orange Property Development, Inc. for the purpose of executing all development related applications for the Palmer Building #4 project was made by Member Bastian and Seconded by Member Ford. Motion carried unanimously by voice vote with no public comment.

There being no further business, the meeting was adjourned at 6:37 p.m.

_____

Chase Tramont, Chairman

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 2/16/2021

Consent item: No

SUBJECT: (C17) City Center Corporate Park Property Owner's Association, Inc. Joint Annual Meeting of Members and Directors

DEPARTMENT: City Attorney

GOAL:

RECOMMENDED MOTION: Please see the attached agenda.

SUMMARY: President Scott Stiltner will conduct the joint meeting. Please see the attached notice and agenda for the joint meeting.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	2021 - Notice of Joint Annual Meeting City Center Corp Park POA	2021 - Notice of Joint Annual Meeting City Center Corp Park POA-dated.pdf
2.	CITY CTR CORP PARK POA ANNUAL MTG MINS 2-4-2020	CITY CTR CORP PARK POA ANNUAL MTG MINS 2-4-2020.docx

Robin Fenwick	Created/Initiated - 12/22/2020
Carly Meek	Approved - 2/3/2021
Jamie Miller	Approved - 2/3/2021
Robin Fenwick	Final Approval - 2/3/2021

NOTICE OF JOINT ANNUAL MEETING
Of Members and Directors of
CITY CENTER CORPORATE PARK PROPERTY OWNERS ASSOCIATION, INC.,
a Florida Not-for-Profit Corporation
1000 City Center Circle, Port Orange, Florida

TO: All Members and Directors

Pursuant to the provisions of Article 3.01, Members of the Corporation, and Article 7.02, Board of Directors, of the Bylaws of **CITY CENTER CORPORATE PARK PROPERTY OWNERS ASSOCIATION, INC.,** a Florida Not-for-Profit Corporation

YOU ARE HEREBY NOTIFIED

that the annual meeting of the Members and of the Board of Directors shall be held on **Tuesday, February 16, 2021 at 6:30 p.m.**, or as soon thereafter as the respective meeting may be called to order, in the City Council Chambers, City Hall, 1000 City Center Circle, Port Orange, Florida, for the following purposes:

Agenda for Meeting of Members:

1. Roll Call (all members of Council)
2. Proof of Notice of Meeting
3. Approve Minutes of February 4, 2020
4. Election of the members of the Board of Directors

Current Board of Directors
Donald Burnette
Drew Bastian
Scott Stiltner
Chase Tramont
Vacancy due to the resignation of Dr. Marilyn Ford

Board of Directors to be elected
Donald Burnette
Drew Bastian
Scott Stiltner
Chase Tramont
Person elected to council in the special election with the interim appointment, Jonathan Foley, filling the position until the election.

5. Such other business as may be brought before the Members of the corporation.

Immediately following the meeting of the members, the Board of Directors shall consider and take action on the following items:

Agenda for Board of Directors Meeting:

Current Officers (4 year term Jan. 2019-2023)
Chase Tramont, Chairman
Drew Bastian, Vice Chair
Scott Stiltner, President
Donald Burnette, Vice President
Vacancy due to the resignation of Dr. Marilyn Ford, Secretary
Dr. Scott R. Neils, Treasurer

6. Election of officer as follows:

Nomination for election of officer – remainder of the term ending January, 2023:

Secretary: Person elected to council in the special election with the interim appointment, Jonathan Foley, filling the position until the election.

7. Such business as may be brought before the Board of Directors.

DATED: February 5, 2021.

*s/Robin Fenwick for*_____
Vacancy Secretary

Copy to: Donald Burnette, Mayor
Drew Bastian, Vice Mayor
Chase Tramont, Councilmember
Scott Stiltner, Councilmember
Jonathan Foley, Interim Councilmember
Jamie Miller, Interim City Manager
Matthew J. Jones, City Attorney

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JOINT ANNUAL MEETING MINUTES OF
THE CITY CENTER CORPORATE PARK PROPERTY
OWNERS ASSOCIATION
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
FEBRUARY 4, 2020

THE JOINT ANNUAL MEETING OF THE CITY CENTER CORPORATE PARK PROPERTY OWNERS ASSOCIATION, was called to order by Scott Stiltner, President at 6:39 p.m.

Roll Call:

Present: Donald Burnette
Drew Bastian
Scott Stiltner
Chase Tramont
Marilyn Ford

Also Present: Jake Johansson, City Manager
Matthew Jones, City Attorney
Robin Fenwick, City Clerk

Notice of Meeting

Motion to accept the notice of the meeting was made by Member Burnette and Seconded by Member Ford. Motion carried unanimously by voice vote.

Approval of the Minutes of March 5, 2019

Motion to approve the Minutes of the March 5, 2019 meeting was made by Member Tramont and Seconded by Member Bastian. Motion carried unanimously by voice vote.

Election of the members of the Board of Directors

Motion to elect the Board of Directors: Chase Tramont, Drew Bastian, Don Burnette, Scott Stiltner, and Marilyn Ford was made by Member Tramont and Seconded by Member Burnette. Motion carried unanimously by voice vote.

There was no further business of the Members, Board of Directors, and no public comments.

ADJOURNMENT: 6:40 p.m.

_____
Scott Stiltner, President

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 2/16/2021

Consent item: No

SUBJECT: (F19) Award ceremony presentation by the Police Department

DEPARTMENT: Police Services

GOAL:

RECOMMENDED MOTION:

SUMMARY: Award of Achievement-Ofc. Jaime Alamos

On 10/17/2020, Ofc. Alamos conducted a traffic stop and the driver fled on foot. He could not be located but a latent fingerprint was retrieved and the subject was identified and charged with multiple charges (including fleeing and eluding, possession of cocaine, possession of drug paraphernalia, possession of a firearm by a convicted felon, possession of ammunition by a convicted felon, driving while license suspended and grand theft)

Award of Achievement-Ofc. Jarrad Alevisatos

On 10/22/2020, Ofc. Alevisatos responded to assist in locating a subject who felt on foot. Ofc. Alevisatos was able to deescalate the event and have the subject surrender without incident and without force being used.

Project No.: Funding Account No.:

Presenter: Thomas Grimaldi

ATTACHMENTS:

Beth Unruh	Created/Initiated - 1/11/2021
William Proctor	Approved - 1/19/2021
Thomas Grimaldi	Approved - 1/19/2021
Jamie Miller	Approved - 1/19/2021
Robin Fenwick	Final Approval - 1/20/2021

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 2/16/2021

Consent item: No

SUBJECT: (H22) Second Reading - Ordinance No. 2021-3 - Rezoning Catholic Church of the Epiphany 304, 308, 312, 316, 320, and 324 Fleming Avenue (Case No. 20-60000006)

DEPARTMENT: Community Development

GOAL: 4 - Economic Development

RECOMMENDED MOTION: Move to approve Ordinance No. 2021-3, to rezone ±1.1 acres from R-8SF Single-Family Residential to Government/Public Use (GPU).

SUMMARY: Planning Commission Action (12/17/20): Recommended Approval

The Catholic Church of the Epiphany (applicant/property owner) is requesting to rezone ±1.1 acres from Single-Family Residential (R-8SF) to Government/Public Use (GPU). The subject property consists of six (6) lots located on the south side of Fleming Avenue, west of Lafayette Street (see Figure 1). If approved, the church intends to convert the existing homes into structures with meeting rooms for the various outreach programs of the church and for religious education classrooms, along with associated site improvements.

The subject property is currently zoned Single-Family Residential (R-8SF) and according to the Land Development Code the only uses allowed in the R-8SF zoning district are single-family detached dwellings and community gardens. Therefore, for the church to use these single-family homes as structures with offices for the church, meeting rooms for the various outreach programs of the church, and for religious education classrooms, the subject property needs to be rezoned to a zoning district that support these ancillary uses to the Church. The GPU zoning district was selected as it supports the current/proposed uses for these structures along with future growth plans of the Church.
The church has been purchasing homes along Fleming Avenue for the past 18 years and once the church owned all the lots along Fleming Avenue the church submitted the rezoning application. According to the church, they waited on submitting the rezoning application until all the lots along Fleming Avenue were under the church's ownership, so they did not create an inconsistent zoning pattern by rezoning one to two parcels at a time.

Access to the properties will be from a number of local roads (Fleming Avenue, White Place, and Orange Boulevard), that connect to Ridgewood Avenue, a State arterial roadway. A fence along the rear of the homes and landscape buffers (10' along Fleming Avenue, Lafayette Street, and along rear of homes) will be required for this change of use. Parking will be provided through shared parking with the other adjacent church

owned sites.

All future development plans on the subject property will require the submittal of development plans to determine all requirements in the Land Development Code (LDC) and Florida Building Code are met. As with all development, specific site development proposals for the subject property are subject to concurrency regulations at the time of development requiring transportation facilities to be provided or for the developer to enter into a mitigation agreement for their impacts.

The staff report is attached for your review.

Project No.: Funding Account No.:

Presenter: Penelope Cruz

ATTACHMENTS:

1.	Ordinance No. 2021-3 with exhibits	Ord 2021-3 Catholic Chruch.pdf
2.	CC_Staff Report_Church of the Epiphany_Fleming Homes	CC_Staff Report_Church of the Epiphany_Fleming Homes.pdf

Robin Fenwick Created/Initiated - 1/21/2021

ORDINANCE NO. 2021-3

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING PROPERTY CONSISTING OF APPROXIMATELY ±1.1 ACRES FROM R-8SF SINGLE-FAMILY RESIDENTIAL TO GOVERNMENT/PUBLIC USE (GPU); AUTHORIZING REVISION OF THE OFFICIAL ZONING ATLAS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, ±1.1 acres of the property located at 304, 308, 312, 316, 320, and 324 Fleming Avenue to be rezoned from R-8SF Single-family Residential to Government/Public Use (GPU); and

WHEREAS, a public hearing was held following public notice as prescribed by ordinance; and

WHEREAS, the Planning Commission has by a majority vote recommended approval of the proposed rezoning; and

WHEREAS, the City Council has approved by a majority vote of the members present the rezoning of the described property; and

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

Section 1. The City Council of the City of Port Orange does hereby rezone ±1.1 acres of the property located at 304, 308, 312, 316, 320, and 324 Fleming from R-8SF Single-family Residential to Government/Public Use (GPU), more particularly described in **Exhibit "1",** attached hereto.

Section 2. The City Council of the City of Port Orange does hereby approve, authorize and direct the revision of the City's Official Zoning Atlas to show the

classification for the areas as hereby rezoned as shown on **Exhibit "2"**, attached hereto.

Section 4. This ordinance shall become effective immediately upon adoption.

_____
MAYOR DONALD O. BURNETTE

ATTEST:

_____
Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of

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

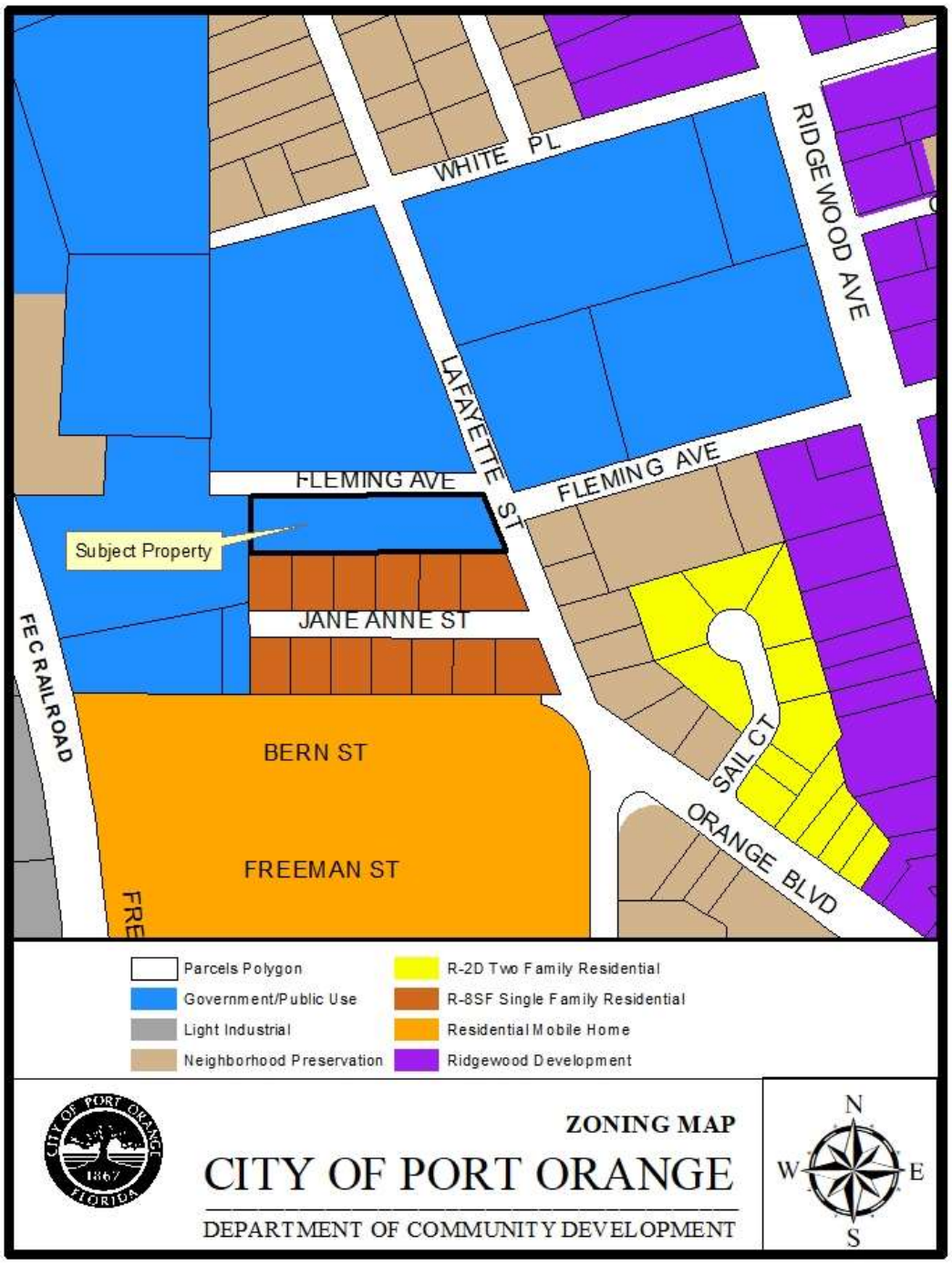
Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

EXHIBIT “1”

LEGAL DESCRIPTION

ALL OF LOTS 14, 15, 16, 17, 18, AND 19 ACCORDING TO THE PLAT OF BARLEY HEIGHTS SUBDIVISION, RECORDED IN MAP BOOK 34, PAGE 122, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

EXHIBIT "2"


WHITE PL
RIDGEWOOD AVE
LAFAYETTE ST
FLEMING AVE
FLEMING AVE
Subject Property
JANE ANNE ST
FEC RAILROAD
BERN ST
FREEMAN ST
SAIL CT
ORANGE BLVD
Parcels Polygon
Government/Public Use
Light Industrial
Neighborhood Preservation
R-2D Two Family Residential
R-8SF Single Family Residential
Residential Mobile Home
Ridgewood Development
ZONING MAP
CITY OF PORT ORANGE
DEPARTMENT OF COMMUNITY DEVELOPMENT
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STAFF REPORT
CASE NO. 20-60000006
Rezoning/Catholic Church of the Epiphany
304, 308, 312, 316, 320, and 324 Fleming Avenue

REQUEST:	Rezone ±1.1 acres from R-8SF Single-family Residential to Government/Public Use (GPU)
LOCATION:	304, 308, 312, 316, 320, and 324 Fleming Avenue
OWNER/APPLICANT:	Bishop John G. Noonan, Diocese of Orlando
STAFF CONTACT:	Penelope Cruz, Planning Manager (386) 506-5671
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval (December 17, 2020)
CITY COUNCIL:	January 19, 2021

INTRODUCTION
Bishop John G. Noonan, Diocese of Orlando, applicant, requests to rezone ±1.1 acres from Single-Family Residential (R-8SF) to Government/Public Use (GPU). The subject property consists of six (6) lots located on the south side of Fleming Avenue, west of Lafayette Street (see Figure 1). If approved, the applicant intends to convert the existing homes into structures with meeting rooms for the various outreach programs of the church and for religious education classrooms, along with associated site improvements.

Figure 1. Location Map

DISCUSSION

The subject property is currently zoned Single-family Residential (R-8SF) and according to the Land Development Code the only uses allowed in the R-8SF zoning district are single-family detached dwellings and community gardens. Therefore, for the church to use these single-family homes as structures with offices for the church, meeting rooms for the various outreach programs of the church, and for religious education classrooms, the subject property needs to be rezoned to a zoning district that support these ancillary uses to the Church. The GPU zoning district was selected as it supports the current/proposed uses for these structures along with future growth plans of the Church.

The rezoning request was reviewed according to the criteria established in Chapter 3, Section 7 of the Land Development Code (LDC) in terms of consistency with the Comprehensive Plan and consistency with the surrounding land uses and zoning.

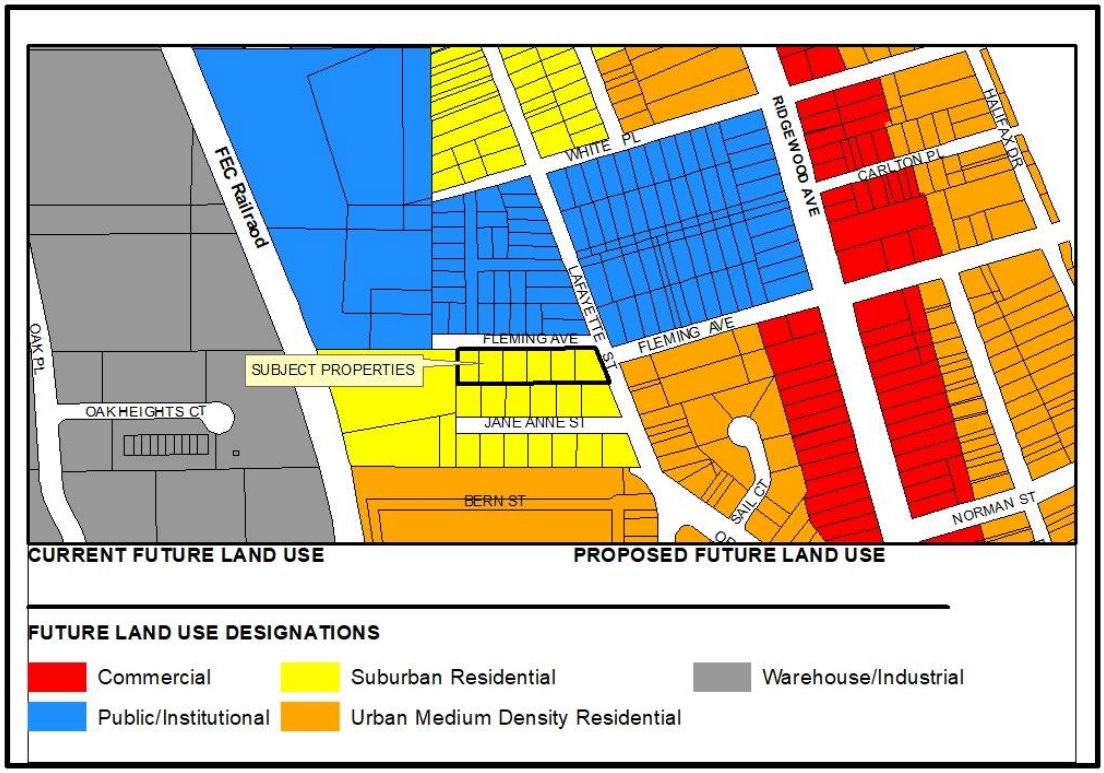
According to the applicant, for the last 18 years the church has been purchasing homes along Fleming Avenue and once the church owned all the lots the church submitted the rezoning application. The church wanted to wait until all the lots along Fleming Avenue were under the church's ownership before submitting the rezoning application, so they did not create an inconsistent zoning pattern by rezoning one to two parcels at a time.

Access to the properties will be from a number of local roads (Fleming Avenue, White Place, and Orange Boulevard), that connect to Ridgewood Avenue, a State arterial roadway. A fence along the rear of the homes and landscape buffers (10' along Fleming Avenue, Lafayette Street, and along rear of homes) will be required for this change of use. Parking will be provided through shared parking with the other adjacent church owned sites.

The applicant has also stated that the church plans to go through a master planning exercise for all the land they own in the area and may redevelop the subject property in the future based on the outcome of the church campus master plan. All future development plans submitted will require detailed technical review by the Staff Development Review Committee (SDRC) to determine all requirements in the Land Development Code (LDC) are met. As with all development, specific site development proposals for the subject property are subject to concurrency regulations at the time of development requiring transportation facilities to be provided or for the developer to enter into a mitigation agreement for their impacts.

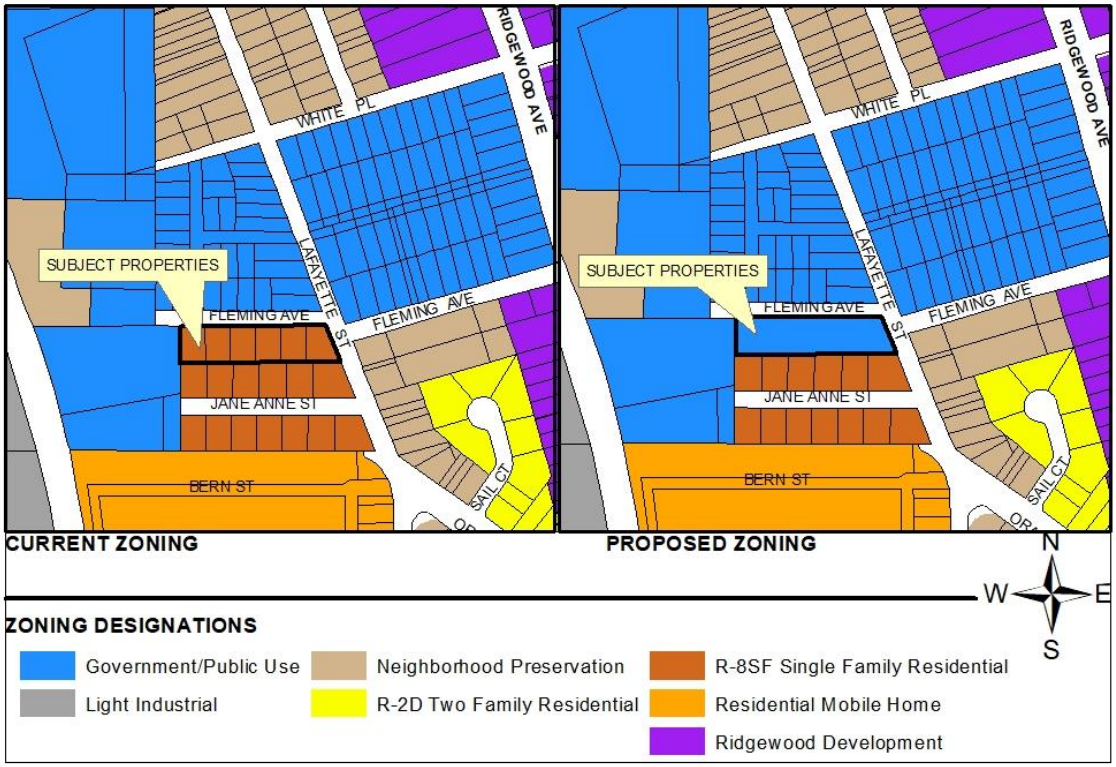
The current FLU designation for the subject property and adjacent properties and the proposed FLU designation for the subject property is identified in Figure 2.

Figure 2. Current Future Land Use Map



The current zoning classification of the subject property and adjacent properties and the proposed zoning classification of the subject property are identified in Figure 3.

Figure 3. Current and Proposed Zoning Map



COMPATIBILITY WITH SURROUNDING USES AND ZONING

The subject property includes six existing single-family lots developed with a single-family home on each lot. The subject parcel is generally surrounded by property owned by the Catholic Church of the Epiphany on three sides (north, west, east), and single-family homes to the south. The surrounding existing land uses, Future Land Use designations, and Zoning classifications are identified in Table 1. Access to the properties will be from a number of local roads (Fleming Avenue, White Place, and Orange Boulevard), that connect to Ridgewood Avenue, a State arterial roadway.

Table 1. Surrounding Land Uses and Zoning

Direction	Existing Land Use	FLU Designation	Zoning District
North	Catholic Church of the Epiphany – main church parcel	Public/Institutional	Government/Public Use (GPU)
South	Single-family homes	Suburban Residential (2-4 units/acre)	R-8SF
East	Right-of-way; Catholic Church of the Epiphany building and parking; single-family home	Public/Institutional; Urban Medium Density Residential	GPU and Neighborhood Preservation
West	vacant owned by Catholic Church of the Epiphany	Suburban Residential (2-4 units/acre)	GPU

The GPU district is intended to provide for public and quasi-public uses in a setting which recognizes the special character and location requirements of such facilities. The proposed GPU zoning is appropriate for the subject property as it is surrounded on three sides by other properties owned by Catholic Church of the Epiphany and zoned GPU. As with any boundary between a non-residential use and a single-family residential use, an appropriate landscape buffer and fence will be required.

CONSISTENCY WITH COMPREHENSIVE PLAN

The subject property is designated *Suburban Residential* (2-4 Units/Acre) on the City's Future Land Use (FLU) map. The proposed GPU zoning district is consistent with the *Suburban Residential* (2-4 Units/Acre) FLU designation. Future Land Use Element Policy 2.1.4 in the City's Comprehensive Plan recognizes that public/institutional uses, such as a house of worship and associated uses, are acceptable in a wide range of the City's Future Land Use designations, and small isolated properties such as the subject property may be designated under any Future Land Use land use category where appropriate, as determined by staff. Based on compatibility with adjacent zoning districts and availability of existing infrastructure, the Administrative Official has determined that the requested rezoning is appropriate at this location and consistent with the proposed FLU designation.

PUBLIC NOTICE

On November 13, 2020, staff posted the property notifying the public of the proposed amendment. As of the time this agenda item was prepared, staff has received six general inquiries regarding the proposed amendment. The applicant held a neighborhood meeting on December 10, 2020 at the adjacent church property. The area residents present were generally opposed to the rezoning mostly because the applicant could not tell them what the future plans for the subject property was because they have not begun their master

planning process yet. The applicant explained that for the foreseeable future the church intends to maintain the existing structures and use them for offices for the church, meeting rooms for the various outreach programs of the church, and for religious education classrooms.

STAFF RECOMMENDATION

Staff recommends approval of the request to rezone ±1.1 acres from Single-Family Residential R-8SF to Government/Public Use (GPU).

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 2/16/2021

Consent item: No

SUBJECT: (H23) Second Reading - Ordinance No. 2021-4 - Residency Requirements for Administrative Officials

DEPARTMENT: City Manager

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve Ordinance No. 2021-4 - Residency Requirements of Administrative Officials.

SUMMARY: The Code of Port Orange currently requires Administrative Officials to live within the cooperate limits of the city within 6 months of employment. Within the last 7 years, there have been legal exemptions to this rule that have not inhibited the ability of these individuals to perform their duties as required. Additionally, some extremely qualified candidates have refused to apply because they did not want to incur the expense of having to move from an adjacent city to the City of Port Orange. This hinders local recruitment efforts and increases costs in that some Administrative Officials have requested and received moving expenses even if they have lived within a reasonable distance of travel to their work location.

In addition, as we work to grow our future leaders from within, some of these future candidates for department heads do not live in the city. Maintaining a requirement for residency may reduce our ability to attract internal candidates to the top jobs and thereby neutralize our efforts to hire, train and grow our own talent to these positions.

Staff surveyed Volusia County cities and found that only three cities have some sort of residency requirement for some or all department heads. Further afield, residency requirements are rare nationwide for these positions, with some states preempting local governments from requiring administrative officials from residency requirements. Most jurisdictions with requirements allow these professionals to live within a certain distance to their work location, but not necessarily within the jurisdictional boundaries.

Administrative Officials are defined in chapter 2, section 2-186 of the Code of Ordinances and generally include the Assistant City Manager and Department Heads.

In the last couple of years and specifically since the inception of COVID-19, telecommunication technology has expanded drastically. The ability to communicate on regular operational matters and emergency operations has allowed instant face-to-face meetings electronically or telephonically to provide direction to staff who may be handling a situation. Thus, requiring Administrative Officials to live within the corporate boundaries of the City of Port Orange is not as critical as it was in prior years, especially since Administrative Officials are not typically responding in person to emergencies.

However, they typically spend a great deal of time within the city limits during working and non-working hours and are able to respond quickly in a physical manner during times when they are needed most, regardless of their primary residence.

In addition to the above, this change will help attract and retain local talent who may already have a wealth of information on the region, city, local and state laws pertaining to their positions. Also, typically, local talent will be within a similar pay range as our current staff, whereas hiring talent from a different region may require a higher salary to attract those employees.

Staff recommends this change. It will keep Administrative Officials within a short drive of the City limits while reducing costs and is more likely to attract and retain local talent.

Project No.: Funding Account No.:

Presenter: Alan Rosen

ATTACHMENTS:

1.	Ordinance 2021-4 Admin	Ord. No. 2021-4 - Admin Officials Residency Req.pdf

Robin Fenwick Created/Initiated - 1/21/2021

ORDINANCE NO. 2021-4

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 2, SECTION 2-186, CODE OF ORDINANCES, TO CHANGE THE REQUIREMENTS OF ADMINISTRATIVE PROFESSIONALS; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, current technology provides for immediate communication and is generally the first method of communicating even in emergency situations before coordinating in-person; and

WHEREAS, Administrative Officials are not intended to be first responders to emergencies; and

WHEREAS, the city's current travel policy recognizes "local travel" as within 30 miles of the city of Port Orange; and

WHEREAS, travel from one side of the city to the other would likely take the same time as travelling to the city from within the "local travel" designation; and

WHEREAS, Administrative Officials spend the majority of their time within Port Orange when typically demand on their services relating to regular and emergency issues arise; and

WHEREAS, the COVID-19 pandemic has forced government and businesses to consider new methods of communicating electronically that will endure past the end of the current emergency; and

WHEREAS, the City Council and City Manager recognize that attracting and retaining the most talented Administrative Officials including those with local knowledge has and could be hindered by a strict residency requirement when many top candidates currently live in the immediate vicinity, but not within the corporate limits of Port Orange; and

WHEREAS, increasing the geographic area where Administrative Officials are allowed to live while employed by the City of Port Orange may reduce future moving reimbursement expenditures; 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 2-186 of the Code of Ordinances, City of Port Orange, Florida, is hereby amended as follows:

Sec. 2-186. - Administrative officials.

Administrative officials shall be defined as the assistant city manager, community development director, parks and recreation director, administrative services director, police chief, fire chief, public works & utilities director, finance director, heads of management departments, and any other employees in future equivalent type positions reporting to the city manager. The city manager shall designate each of the administrative officials positions that shall be required to maintain residency. The concurrence of the city council shall be required for each designated position. The police chief and fire chief shall

establish residency within the city limits within six months of the commencement of hiring or promotion; and shall thereafter continuously maintain residency within city limits while serving. All other ~~A~~aadministrative officials who are hired or promoted to such position and shall be required to establish residency within 15 miles of the city limits within six months of the commencement of hiring or promotion; and shall thereafter continuously maintain residency within 15 miles of the city limits while serving except when residency is no longer required. For purpose of this section the address shown on the administrative official's Florida driver's license ~~bearing a Port Orange address~~ shall constitute proof of residency. The residency requirement for an administrative official as set forth in this section shall be subject to the requirements of applicable federal and state laws, including but not limited to, laws prohibiting discrimination. In the event council withdraws its concurrence, then the existing administrative official who no longer complies with the residency requirement shall be grandfathered.

Section 2. The provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Port Orange and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

Section 4. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provision of this ordinance are declared severable.

Section 5. This Ordinance shall be become effective upon adoption.

_____
MAYOR DONALD O. BURNETTE

ATTEST:

_____
Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of

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

Reviewed and Approved: _____
Matthew J. Jones, City Attorney

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 2/16/2021

Consent item: No

SUBJECT: (H24) First Reading - Ordinance No. 2021-6 - LDC Amendment/Chapters 2, Section 2 and Chapter 8, Article III, Section 9 (Case No. 21-25000001)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance 2021-6, amending Chapters 2 and 8 of the Land Development Code.

SUMMARY: Planning Commission (1/28/21): Recommended Approval

The proposed amendment to Chapter 2 (Definitions) and Chapter 8, Article III (Floodplain Management) are intended to maintain the floodplain management regulations of the Land Development Code (LDC) so the City can retain its standing in the Community Rating System (CRS) of the National Flood Insurance Program (NFIP) while providing consistency with the current edition of the Florida Building Code. The City has a Class 5 rating in the CRS. The Class 5 community rating affords flood insurance policy holders a discount of 25% for structures located in the Special Flood Hazard Area (SFHA) and 10% outside the SFHA. The proposed amendments consist of definition changes and the replacement of specific language to provide consistency with the FEMA policy that went into effect on January 1, 2021.

Amendment #1: Wet floodproofing standards for Accessory structures : The proposed amendment is to allow permits to be issued for wet floodproofed accessory structures that are not larger than the size limits specified in FEMA Policy#104-008-03, 600 square feet in Flood Zone A and 100 square feet in Flood Zone V.

Amendment #2: Removes the 36-inch elevation option for manufactured homes : The proposed amendment eliminates the option to elevate a manufactured home in “existing manufactured home parks or subdivisions” 36 inches in height above grade. With this elimination all new or substantially improved residential buildings in Port Orange are required to be elevated to at least the base flood elevation (BFE) plus 1 foot.

The staff report is attached for additional information.

Project No.: Funding Account No.:

Presenter: Margaret Tomlinson, Tim Burman

ATTACHMENTS:

1.	Ordinance No. 2021-6	Ord No 2021-6 - Floodplain Ord Am. MJ 01.11.21 (1).pdf
2.	Final Staff Report FPM Accessory Structures and Manufactured Homes 01-27-2021	Final Staff Report FPM Accessory Structures and Manufactured Homes 01-28-2021.pdf

Margaret Tomlinson	Created/Initiated - 1/27/2021
Tim Burman	Approved - 1/28/2021
Shannon Balmer	Approved - 2/4/2021
Jamie Miller	Approved - 2/4/2021
Robin Fenwick	Final Approval - 2/5/2021

ORDINANCE NO. 2021-6

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE CHAPTER 2, SECTION 2 TO AMEND THE DEFINITION OF ACCESSORY STRUCTURE AND DELETE OBSOLETE TERMS AND DEFINITIONS RELATED TO NEW AND EXISTING MOBILE HOME AND MANUFACTURED HOME PARKS OR SUBDIVISIONS; AMENDING CHAPTER 8, ARTICLE III, SECTION 9 TO PROVIDE CRITERIA FOR ACCESSORY STRUCTURES IN FLOOD HAZARD AREAS; TO SPECIFY ELEVATION OF MANUFACTURED HOMES IN FLOOD HAZARD AREAS; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Federal Emergency Management Agency released FEMA Policy #104-008-03 Floodplain Management Requirements for Agricultural Structures and Accessory Structures; and

WHEREAS, the City Council has determined it appropriate to adopt regulations that are consistent with the FEMA Policy to allow issuance of permits for wet floodproofed accessory structures that are not larger than the sizes specified in the FEMA Policy; and

WHEREAS, the City of Port Orange participates in the National Flood Insurance Program's Community Rating System, a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum program requirements, achieving a CRS rating of Class 5; and

WHEREAS, in 2020 the NFIP Community Rating System established certain minimum prerequisites for communities to qualify for or maintain class ratings of Class 8 or better; and

WHEREAS, to satisfy the prerequisite and for the City of Port Orange to maintain the current CRS rating, all manufactured homes installed or replaced in special flood hazard areas must be elevated such that the lowest floors are at or above at least the base flood elevation plus 1 foot, which necessitates modification of the existing requirements; and

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

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE that the following floodplain management regulations are hereby adopted.

SECTION 1. The definition of "accessory structure" in Chapter 2, Section 2 of the Land Development Code is hereby amended as follows:

Accessory structure (appurtenant structure). A structure that is located on the same parcel of property as the principal structure and the use of which is incidental to the use of the principal structure. Accessory structures shall constitute a minimal investment, shall not be used for human habitation, and shall be designed to have minimal flood damage potential. Examples of accessory structures are detached garages, carports, storage sheds, pole barns, and hay sheds. For floodplain management purposes, the term includes only accessory structures used for parking and storage.

SECTION 2. The definitions of "existing manufactured home park or subdivision", "existing mobile home park or subdivision," "expansion to an existing manufactured home park or subdivision," "expansion to an existing mobile home park or subdivision," "new manufactured home park or subdivision," and "new mobile home park or subdivision" in Chapter 2, Section 2 of the Land Development Code are hereby deleted as follows:

~~*Existing manufactured home park or subdivision.* A manufactured home park or subdivision for which the construction of facilities for servicing the manufactured home lots on which the manufactured homes are to be affixed (including at a minimum the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) was completed before May 16, 1977.~~

~~*Existing mobile home park or subdivision.* A mobile home park or subdivision in which the construction of facilities to serve the mobile home lots or sites was completed before May 16, 1977. For purposes herein, construction of facilities shall be deemed to have been completed by the foregoing date only if the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads, were completed by that date.~~

~~*Expansion to an existing manufactured home park or subdivision.* The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).~~

~~*Expansion to an existing mobile home park or subdivision.* The preparation of additional sites within an existing mobile home park or subdivision through the construction of facilities to serve such sites. For purposes herein, construction of facilities includes the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads.~~

~~*New manufactured home park or subdivision.* A manufactured home park or subdivision for which the construction of facilities servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after May 16, 1977.~~

~~*New mobile home park or subdivision.* A mobile home park or subdivision in which the construction of facilities to serve the mobile home lots or sites was completed on or after May 16, 1977. For purposes herein, construction of facilities includes the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads.~~

SECTION 3. This ordinance specifically amends Chapter 8, Article III, Section 9 (a) of the Land Development Code to add a new subsection (3) to read as follows:

ARTICLE III: - FLOODPLAIN MANAGEMENT

Section 9: - Flood resistant development.

(a) Buildings and Structures.

(1) *Design and construction of buildings, structures and facilities exempt from the Florida Building Code*. Pursuant to Section 8(d)(3) of this ordinance, buildings, structures, and facilities that are exempt from the *Florida Building Code*, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24. Structures exempt from the *Florida Building Code* that are not walled and roofed buildings shall comply with the requirements of Section 9(g) of this ordinance.

(2) *Buildings and structures seaward of the coastal construction control line*. If extending, in whole or in part, seaward of the coastal construction control line and also located, in whole or in part, in a flood hazard area:

a. Buildings and structures shall be designed and constructed to comply with the more restrictive applicable requirements of the *Florida Building Code, Building* Section 3109 and Section 1612 or *Florida Building Code, Residential* Section R322.

b. Minor structures and non-habitable major structures as defined in section 161.54, F.S., shall be designed and constructed to comply with the intent and applicable provisions of this ordinance and ASCE 24.

(3) *Accessory structures*. Accessory structures are permitted below the base flood elevation provided the accessory structures are used only for parking or storage and:

a. If located in special flood hazard areas (Zone A/AE) other than coastal high hazard areas, are one-story and not larger than 600 sq. ft., and have flood openings in accordance with Section R322.2 of the Florida Building Code, Residential.

b. If located in coastal high hazard areas (Zone V/VE), are not located below elevated buildings and are not larger than 100 sq. ft.

c. Are anchored to resist flotation, collapse or lateral movement resulting from flood loads.

d. Have flood damage-resistant materials used below the base flood elevation plus one (1) foot.

e. Have mechanical, plumbing and electrical systems, including plumbing fixtures, elevated to or above the base flood elevation plus one (1) foot.

SECTION 4. This ordinance specifically amends Chapter 8, Article III, Section 9 (d) of the Land Development Code to read as follows:

ARTICLE III: - FLOODPLAIN MANAGEMENT

Section 9: - Flood resistant development.

(d) *Manufactured homes.*

(1) *General.* All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to F.S. § 320.8249, and shall comply with the requirements of Chapter 15C-1, F.A.C. and the requirements of this article. If located seaward of the coastal construction control line, all manufactured homes shall comply with the more restrictive of the applicable requirements.

(2) *Limitations.* New installations of manufactured homes shall not be permitted in floodways or coastal high hazard areas (zone V).

(3) *Foundations.* All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that:

a. In flood hazard areas (zone A) other than coastal high hazard areas, are designed in accordance with the foundation requirements of the *Florida Building Code, Residential*, Section R322.2 and this article.

b. In coastal high hazard areas (zone V), are designed in accordance with the foundation requirements of the *Florida Building Code, Residential*, Section R322.3 and this article.

(4) *Anchoring.* All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.

(5) *Elevation.* All manufactured homes that are placed, replaced, or substantially improved in flood hazard areas shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the *Florida Building Code, Residential* Section R322.2 (Zone A) or Section R322.3 (Zone V and Coastal A Zone). ~~Manufactured homes that are placed, replaced, or substantially improved shall comply with section 9 (d)(6) or 9 (d)(7) of this article, as applicable.~~

~~(6) *General elevation requirement.* Unless subject to the requirements of section 9 (d)(7) of this article, all manufactured homes that are placed, replaced, or substantially improved on sites located: (a) outside of a manufactured home park or subdivision; (b) in a new manufactured home park or subdivision; (c) in an expansion to an existing manufactured home park or subdivision; or (d) in an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the *Florida Building Code, Residential*, Section R322.2 (zone A) or Section R322.3 (zone V).~~

~~(7) *Elevation requirement for certain existing manufactured home parks and subdivisions.* Manufactured homes that are not subject to section 9 (d)(6) of this article, including manufactured homes that are placed, replaced, or substantially improved on sites located in an existing manufactured home park or subdivision, unless on a site where substantial damage as result of flooding has occurred, shall be elevated such that either the:~~

~~a. Bottom of the frame of the manufactured home is at or above the elevation required, as applicable to the flood hazard area, in the *Florida Building Code, Residential*, Section R322.2 (zone A) or Section R322.3 (zone V); or~~

~~b. Bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than 36 inches in height above grade.~~

(6) ~~(8)~~ *Enclosures.* Enclosed areas below elevated manufactured homes shall comply with the requirements of the *Florida Building Code, Residential*, Section R322 for such enclosed areas, as applicable to the flood hazard area.

(7) ~~(9)~~ *Utility equipment.* Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the *Florida Building Code, Residential*, Section R322, as applicable to the flood hazard area.

SECTION 5. APPLICABILITY. For the purposes of jurisdictional applicability, this Ordinance shall apply within the city limits of the City of Port Orange. This ordinance shall apply to all applications for development, including building permit applications and subdivision proposals, submitted on or after the effective date of this ordinance.

SECTION 6. INCLUSION INTO THE LAND DEVELOPMENT CODE. It is the intent of the City Council that the provisions of this Ordinance shall become and be made a part of the Land Development Code for the City of Port Orange, and that the sections of this ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," "regulation," or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 7. SEVERABILITY. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part so declared.

SECTION 8. EFFECTIVE DATE. This ordinance shall take effect immediately upon adoption.

_____
MAYOR DONALD O. BURNETTE

ATTEST:

_____
Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of _____

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

Reviewed and Approved: _____
Matthew J. Jones, City Attorney

STAFF REPORT
CASE NO. 21-25000001
LDC Amendment/Chapters 2 and 8

REQUEST:	Amendments to the Land Development Code (LDC) Chapters 2 and 8 to clarify and improve the floodplain management regulations and provide consistency with the recently released FEMA Policy #104-008-03 Floodplain Management Requirements for Agricultural Structures and Accessory Structures and an addendum to the 2017 CRS Coordinator's Manual
APPLICANT:	City of Port Orange
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Margaret Tomlinson, Construction & Engineering Manager (386) 506-5661
PLANNING COMMISSION:	Recommended Approval (January 28, 2021)
CITY COUNCIL:	February 16, 2021

INTRODUCTION

The proposed amendments to Chapter 2 (Definitions) and Chapter 8, Article III (Floodplain Management) in this package are intended to maintain the floodplain management regulations of the existing code so the City can retain its standing in the Community Rating System (CRS) of the National Flood Insurance Program (NFIP) while providing consistency with the current edition of the Florida Building Code. The City has a Class 5 rating in the CRS. The Class 5 community rating affords flood insurance policy holders a discount of 25% for structures located in the Special Flood Hazard Area (SFHA) and 10% outside the SFHA. The proposed amendments consist of definition changes and the replacement of specific language to provide consistency with the FEMA policy that went into effect on January 1, 2021.

The amendments are being proposed in order to make the Land Development Code consistent with the State Floodplain Management Office's prerequisite guidance to qualify as a NFIP CRS Class 8 community and its Model Ordinance language based on FEMA Policy #104-008-03. In the CRS, the lower the class rating number, the greater flood insurance premium reduction or discount (see Figure 1 below). As a Class 5 community, Port Orange must meet Class 8 prerequisites to retain the Class 5 rating, or otherwise drop to Class 9 at the first cycle visit after 2021. All of the city's other existing floodplain management regulations are being maintained with these amendments and no additional requirements are being proposed.

Table 110-1. CRS classes, credit points, and premium discounts.			
CRS Class	Credit Points (cT)	Premium Reduction	
		In SFHA	Outside SFHA
1	4,500+	45%	10%
2	4,000–4,499	40%	10%
3	3,500–3,999	35%	10%
4	3,000–3,499	30%	10%
5	2,500–2,999	25%	10%
6	2,000–2,499	20%	10%
7	1,500–1,999	15%	5%
8	1,000–1,499	10%	5%
9	500–999	5%	5%
10	0–499	0	0

SFHA: Zones A, AE, A1–A30, V, V1–V30, AO, and AH

Outside the SFHA: Zones X, B, C, A99, AR, and D

Preferred Risk Policies are not eligible for CRS premium discounts because they already have premiums lower than other policies. Preferred Risk Policies are available only in B, C, and X Zones for properties that are shown to have a minimal risk of flood damage.

Some minus-rated policies may not be eligible for CRS premium discounts.

Premium discounts are subject to change.

Figure 1 – CRS Classes, credit points and premium discounts

BACKGROUND

In February 2020, FEMA issued Policy #104-008-03, a policy defining agricultural structures and accessory structures and specifying conditions and limitations that must be imposed when communities allow property owners to build those structures using wet floodproofing techniques instead of complying with the NFIP requirements to elevate or dry floodproof nonresidential structures. The concepts of floodproofing are defined as follows:

Dry floodproofing. A combination of measures that results in a structure, including the attendant utilities and equipment, being watertight with all elements substantially impermeable to the entrance of floodwater and with structural components having the capacity to resist flood loads.

Wet floodproofing. The use of flood-damage-resistant materials and construction techniques to minimize flood damage to areas below the flood protection level (Higher Regulatory Standard of BFE +1' in Port Orange), which is intentionally allowed to flood.

Wet floodproofing techniques include using flood resistant materials below the base flood elevation (BFE) and installing flood openings to allow flood waters to enter and exit the structure. Wet floodproofed structures are required to have mechanical, plumbing and electrical systems, including plumbing fixtures, elevated to or above the base flood elevation if they are not comprised of flood resistant materials. Wet floodproofing is only allowed for parking and storage areas.

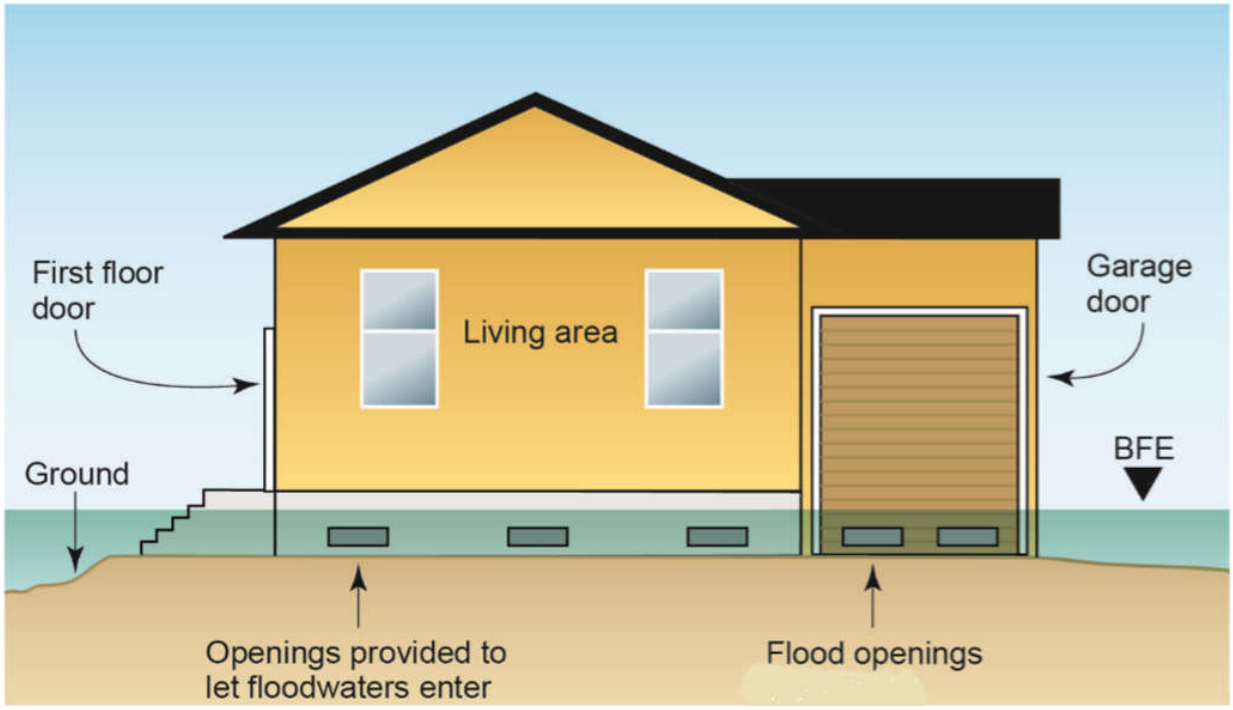


Figure 2 - Wet Floodproofing of Garage - Flood damage-resistant materials below the BFE (Higher Regulatory Standard of BFE +1' in Port Orange)

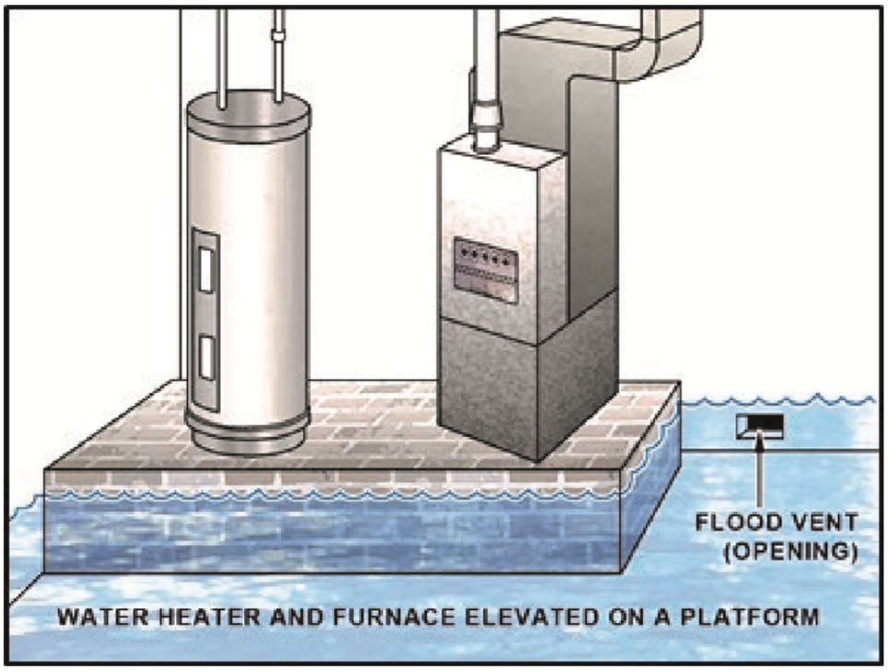


Figure 3 - Wet Floodproofing - Mechanical, plumbing and electrical systems, including plumbing fixtures, elevated to or above the BFE *(Higher Regulatory Standard of BFE +1' in Port Orange)*

Communities in the NFIP must regulate all development in Special Flood Hazard Areas (SFHAs). SFHAs include Flood Zones A, AE, AO, AH, AR, A99, V and VE. The NFIP regulations specify buildings and structures must be elevated to or above the Base

Flood Elevation (BFE), with an allowance for dry floodproofing non-residential buildings in SFHAs identified as Flood Zone A/AE. It is only by FEMA policy that wet floodproofing measures are permitted in specific circumstances. The City's proposed ordinance modifies floodplain management regulations to allow permits to be issued for wet floodproofed accessory structures that are not larger than the size limits specified in the Policy, 600 square feet in Flood Zone A and 100 square feet in Flood Zone V.

In November 2020, the State Floodplain Management Office provided guidance for modification to local floodplain management regulations to allow communities to comply with the addendum to the FEMA 2017 CRS Coordinator's Manual to increase the Class 8 Freeboard Prerequisites effective January 1, 2021. Freeboard is elevating a building's lowest floor above predicted flood elevations by a small additional height (generally 1-3 feet above NFIP minimum height requirements). The NFIP CRS establishes prerequisites for participation in the program and prerequisites to achieve certain classification levels. In 2020, FEMA announced new prerequisites for CRS communities to attain or retain a Class 8 or better. One Class 8 prerequisite is to adopt and enforce a requirement of at least one foot of freeboard for all residential buildings. Starting with the 5th Edition Florida Building Code (FBC), all buildings within the scope of the FBC are required to be elevated or protected to at least BFE plus 1 foot, including one- and two-family dwellings. To fully meet the Class 8 prerequisite for at least one foot of freeboard, CRS communities must eliminate the 36-inch option for manufactured homes. Previously, the NFIP regulations (44 CFR Section 60.3) allowed manufactured homes that were installed in "existing manufactured home parks or subdivisions" to be elevated on "reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade," even if that meant the lowest floors were below the base flood elevation.

The Class 8 freeboard prerequisite affects Class 5 through Class 8 communities. Communities in Classes 1 through 4 already meet the new freeboard prerequisite. The City has a Class 5 rating. Any already participating CRS community that cannot meet the Class 8 freeboard prerequisite at its first cycle visit after 2021 will change to a Class 9 community. Port Orange flood insurance policy holders, both in and out of the SFHA, would see their discount drop to 5% upon policy renewal after 2021 in the event Port Orange is dropped to Class 9.

The Florida Department of Emergency Management (DEM) prepared guidance to ensure the floodplain ordinance meets the National Flood Insurance Program (NFIP) requirements and has reviewed the proposed ordinance. The ordinance deletes obsolete terms and definitions related to new and existing mobile home and manufactured home parks or subdivisions that are no longer applicable with the elimination of the 36-inch option. The proposed ordinance was specifically written to replace existing regulations, satisfy the NFIP, to coordinate with the Florida Building Code, and to meet the requirements of Florida Statutes and the DEM.

SUMMARY OF PROPOSED AMENDMENTS

The proposed code amendments include two categories: 1) definition changes and 2) code improvements. The first category consists of definition clarifications and to eliminate obsolete references and make the code more efficient to use. The code

improvements section includes changes to the content of the existing code that provide consistency with FEMA policy and NFIP CRS class prerequisites.

A. DEFINITION CHANGES

These changes are recommended to make the code consistent with FEMA Policy, to allow the City to meet certain CRS Class 8 prerequisites, and to clarify and ensure consistency when staff interprets the code and when citizens, contractors or developers refer to the code.

Amendment #1 – Amend LDC Chapter 2, Section 2 – Definitions for "Accessory Structure"

Accessory structure (appurtenant structure). A structure that is located on the same parcel of property as the principal structure and the use of which is incidental to the use of the principal structure. Accessory structures shall constitute a minimal investment, shall not be used for human habitation, and shall be designed to have minimal flood damage potential. Examples of accessory structures are detached garages, carports, storage sheds, pole barns, and hay sheds. For floodplain management purposes, the term includes only accessory structures used for parking and storage.

Amendment #2 – Delete in LDC Chapter 2, Section 2 – Definitions

"Existing manufactured home park or subdivision", "Existing mobile home park or subdivision," "Expansion to an existing manufactured home park or subdivision," "Expansion to an existing mobile home park or subdivision," "New manufactured home park or subdivision," and "New mobile home park or subdivision". Definitions for Manufactured home, Manufactured home park or subdivision, Mobile home, Mobile home park and Mobile home subdivision are not affected by this amendment.

B. CODE IMPROVEMENTS

These changes are recommended to make the code consistent with FEMA Policy, to allow the City to meet certain CRS Class 8 prerequisites, and to clarify and ensure consistency when staff interprets the code and when citizens, contractors or developers refer to the code.

Amendment #1 – Amend Chapter 8, Article III, Section 9 (a) to add (3) Accessory Structures

(a) Buildings and Structures.

(1) Design and construction of buildings, structures and facilities exempt from the Florida Building Code. Pursuant to Section 8(d)(3) of this ordinance, buildings, structures, and facilities that are exempt from the Florida Building Code, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24. Structures exempt from the Florida Building Code that are not walled and roofed buildings shall comply with the requirements of Section 9(g) of this ordinance.

(2) Buildings and structures seaward of the coastal construction control line. If extending, in whole or in part, seaward of the coastal construction control line and also located, in whole or in part, in a flood hazard area:

a. Buildings and structures shall be designed and constructed to comply with the more restrictive applicable requirements of the Florida Building Code, Building Section 3109 and Section 1612 or Florida Building Code, Residential Section R322.

b. Minor structures and non-habitable major structures as defined in section 161.54, F.S., shall be designed and constructed to comply with the intent and applicable provisions of this ordinance and ASCE 24.

(3) Accessory structures. Accessory structures are permitted below the base flood elevation provided the accessory structures are used only for parking or storage and:

a. If located in special flood hazard areas (Zone A/AE) other than coastal high hazard areas, are one-story and not larger than 600 sq. ft., and have flood openings in accordance with Section R322.2 of the Florida Building Code, Residential.

b. If located in coastal high hazard areas (Zone V/VE), are not located below elevated buildings and are not larger than 100 sq. ft.

c. Are anchored to resist flotation, collapse or lateral movement resulting from flood loads.

d. Have flood damage-resistant materials used below the base flood elevation plus one (1) foot.

e. Have mechanical, plumbing and electrical systems, including plumbing fixtures, elevated to or above the base flood elevation plus one (1) foot.

Amendment #2 – Amend LDC Chapter 8, Article III, Section 9 (d) to revise the Elevation

(d) Manufactured homes.

(1) General. All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to F.S. § 320.8249, and shall comply with the requirements of Chapter 15C-1, F.A.C. and the requirements of this article. If located seaward of the coastal construction control line, all manufactured homes shall comply with the more restrictive of the applicable requirements.

(2) Limitations. New installations of manufactured homes shall not be permitted in floodways or coastal high hazard areas (zone V).

(3) Foundations. All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that:

a. In flood hazard areas (zone A) other than coastal high hazard areas, are designed in accordance with the foundation requirements of the Florida Building Code, Residential, Section R322.2 and this article.

b. In coastal high hazard areas (zone V), are designed in accordance with the foundation requirements of the Florida Building Code, Residential, Section R322.3 and this article.

(4) Anchoring. All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.

(5) Elevation. All manufactured homes that are placed, replaced, or substantially improved in flood hazard areas shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, Residential Section R322.2 (Zone A) or Section R322.3 (Zone V and Coastal A Zone). ~~Manufactured homes that are placed, replaced, or substantially improved shall comply with section 9 (d)(6) or 9 (d)(7) of this article, as applicable.~~

~~(6) General elevation requirement. Unless subject to the requirements of section 9 (d)(7) of this article, all manufactured homes that are placed, replaced, or substantially improved on sites located: (a) outside of a manufactured home park or subdivision; (b) in a new manufactured home park or subdivision; (c) in an expansion to an existing manufactured home park or subdivision; or (d) in an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, Residential, Section R322.2 (zone A) or Section R322.3 (zone V).~~

~~(7) Elevation requirement for certain existing manufactured home parks and subdivisions. Manufactured homes that are not subject to section 9 (d)(6) of this article, including manufactured homes that are placed, replaced, or substantially improved on sites located in an existing manufactured home park or subdivision, unless on a site where substantial damage as result of flooding has occurred, shall be elevated such that either the:~~

~~a. Bottom of the frame of the manufactured home is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, Residential, Section R322.2 (zone A) or Section R322.3 (zone V); or~~

~~b. Bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than 36 inches in height above grade.~~

(6) ~~(8)~~ Enclosures. Enclosed areas below elevated manufactured homes shall comply with the requirements of the Florida Building Code, Residential, Section R322 for such enclosed areas, as applicable to the flood hazard area.

(7) ~~(9)~~ Utility equipment. Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the Florida Building Code, Residential, Section R322, as applicable to the flood hazard area.

SUMMARY LIST OF AMENDMENTS

Minor Definition Changes

1) Amend Accessory Structure definition in Chapter 2, Section 2
2) Delete definitions of “existing manufactured home park or subdivision, ”existing mobile home park or subdivision,” “expansion to an existing manufactured home park or subdivision,” “expansion to an existing mobile home park or subdivision,” “new manufactured home park or subdivision,” and “new mobile home park or subdivision” in Chapter 2, Section 2

Code Improvements

1) Amend Chapter 8, Article III, Section 9 (a) to add (3) Accessory Structures
2) Amend Chapter 8, Article III, Section 9 (d) to revise manufactured home elevation requirements

RECOMMENDATION

Approval of the amendments to Chapters 2 and 8 of the Land Development Code.

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 2/16/2021

Consent item: No

SUBJECT: (H25) First Reading - Ordinance No. 2021-7 - First Amendment to the Sunset Cove PUD Master Development Agreement (Case No. 20-40000006)

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2021-7, First Amendment to the Sunset Cove MDA.

SUMMARY: Planning Commission Recommendation (1/28/21): Approval

The proposed 1st Amendment to the Sunset Cove Planned Unit Development (PUD) Master Development Agreement (MDA) is to allow a six-foot rear yard setback for a swimming pool on Lot 71 of the Sunset Cove Subdivision (Phase II). Similar to the Land Development Code, the Sunset Cove MDA requires an eight-foot setback from the rear lot line to the pool. Since the rear setback for a pool is listed in the active Sunset Cove MDA, the only process to request a modified setback is to amend the MDA.

In August 2020, a building permit for a pool on the subject property was inadvertently approved by the City with the six-foot rear setback in lieu of the required eight-foot rear setback. Upon receiving the approved building permit from the City, the pool contractor ordered the fiberglass inground pool, prepared the site, and installed/set the pool. During a scheduled steel and ground inspection in November 2020, the rear setback for the pool was questioned since it was not the typical 8-foot. Upon review of the building permit approved by the City, construction drawings were approved with a 6-foot rear setback instead of the required 8-setback.

The intent of the eight-foot setback for a pool is to provide separation between adjacent lots and structures, allow room for a walkway around the pool, and area for necessary grading. In this case, the subject property abuts a +/- 70-wide common area for Sunset Cove Subdivision and +/- 100-foot-wide canal. Therefore, if approved, the modified rear-yard setback for the pool would not impact an adjacent lot within the subdivision. Due to the size of the pool, the necessary grading is minimal and can be completed within the 6-foot area between the pool and property line. The proposed amendment does not modify the required rear-yard setback for a concrete walkway (5'), pool screen enclosure (5'), and paver walkway (2.5').

Project No.: Funding Account No.:

Presenter: Tim Burman

ATTACHMENTS:

1.	Ordinance No. 2021-7 with exhibit	Ord 2021-7 Sunset Cove.pdf
2.	Staff Report Sunset Cove PUD 1st Amendment	Staff Report Sunset Cove PUD 1st Amendment .pdf

Penelope Cruz	Created/Initiated - 1/28/2021
Tim Burman	Approved - 1/28/2021
Shannon Balmer	Approved - 2/4/2021
Jamie Miller	Approved - 2/4/2021
Robin Fenwick	Final Approval - 2/5/2021

ORDINANCE NO. 2021-7

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE SUNSET COVE A RESIDENTIAL PUD MASTER DEVELOPMENT AGREEMENT (MDA); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and Developer desire to enter into the First Amendment to the Sunset Cove Residential PUD Master Development Agreement ("MDA"); (hereinafter referred to as the "First Amendment"); and

WHEREAS, the Developer submitted a request to the Planning Commission to approve the First Amendment; and

WHEREAS, a public hearing was held following public notice as prescribed by ordinance; and

WHEREAS, the Planning Commission has by unanimous vote recommended approval of the proposed First Amendment; and

WHEREAS, the City Council has approved by a majority vote of the members present the approval of the First Amendment.

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

Section 1. The City Council of the City of Port Orange does hereby approve the First Amendment (attached hereto as **Exhibit "1"**).

Section 2. The Mayor and City Clerk are hereby authorized to execute said First Amendment.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

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

_____
MAYOR DONALD O. BURNETTE

ATTEST:

_____
Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of _____, 2021

Passed and adopted on second and final reading on the day of _____, 2021

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

EXHIBIT 1

Prepared By:
Michael J Woods, Esq
Cobb Cole, P.A.
231 N Woodland Blvd.
DeLand, FL 32720

Return Recorded Document to:
Records Clerk
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

FIRST AMENDMENT TO SUNSET COVE A RESIDENTIAL PUD MASTER DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO SUNSET COVE A RESIDENTIAL PUD MASTER DEVELOPMENT AGREEMENT (the "First Amendment"), is entered into by and between CALVIN LEE HINES AND CHARISSE MARIE HINES, husband and wife, ("Owner") having a mailing address of 3890 Sunset Cove Drive, Port Orange Florida 32129 and the CITY OF PORT ORANGE, a Florida municipal corporation, having a mailing address of 1000 City Center Circle, Port Orange, FL 32129 (the "City"), (collectively the "Parties"), who hereby agree and covenant as follows:

WHEREAS, the City and Owner's predecessors in title previously entered into that certain "SUNSET COVE A RESIDENTIAL PUD MASTER DEVELOPMENT AGREEMENT" dated October 8, 2003 and recorded in Official Records Book 5191, Page 4242, Public Records of Volusia County, Florida (the "MDA") for a single-family, detached home residential neighborhood consisting of approximately 51.514 acres of land, more particularly described therein, including the specific parcel of real property more particularly described on Exhibit A attached hereto and referred to herein as "Subject Property"; and

WHEREAS, CALVIN LEE HINES AND CHARISSE MARIE HINES ("Owner") are the Property Owners of the Subject Property which is the only property impacted by this First Amendment; and

WHEREAS, the Parties desire to amend the MDA to revise the Special Setbacks for Mechanical Equipment and Accessory Structures, specifically adjusting the permitted Swimming Pool setback as it applies to the Subject Property as more particularly set forth below.

NOW THEREFORE, the Parties hereby agree as follows:

1. The recitals stated above are true and correct and are incorporated herein by reference.

2. Paragraph 4. J. 1. of the MDA, "Swimming Pool" as applied to the Subject Property is hereby amended and revised to read as follows:

	Side	Rear
Swimming Pool[1]	8'	6~~8~~'

3. This First Amendment shall be effective upon recording in the public records of Volusia County, Florida.

4. All the provisions of the MDA not in conflict herewith shall remain in full force and effect and shall be supplemented for the matters specifically amended herein by this First Amendment. The MDA shall survive the execution of this First Amendment.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to the Sunset Cove A Residential PUD Master Development Agreement, by and through their duly authorized representatives, on the respective dates shown below.

WITNESSES:

_____
Signature
Printed Name_____

_____
Signature
Printed Name_____

_____
Signature
Printed Name_____

_____
Signature
Printed Name_____

CITY OF PORT ORANGE, a Florida Municipal Corporation

By: _____
Donald O. Burnette, Mayor

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

Date:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of **[XX]** physical presence or [ ] online notarization this _____ day of _____, 2021, by DONALD O. BURNETTE, Mayor of the CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, on behalf of the City. He is personally known to me and did not take an oath.

_____
Notary Public, State of Florida at Large
My Commission Expires:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [**XX**] physical presence or [ ] online notarization this _____ day of _____, 2021, by ROBIN L. FENWICK, City Clerk of the CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, on behalf of the City. She is personally known to me and did not take an oath.

_____
Notary Public, State of Florida at Large
My Commission Expires:

WITNESSES:

_____ By: _____
Signature CALVIN LEE HINES
Printed Name_____

_____
Signature
Printed Name_____

_____ By: _____
Signature CHARISSE MARIE HINES
Printed Name_____

_____
Signature
Printed Name_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [**XX**] physical presence or [ ] online notarization this _____ day of _____, 2021, by CALVIN LEE HINES. He is personally known to me or has produced _____ as identification.

_____
Notary Public, State of Florida at Large

My Commission Expires:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [**XX**] physical presence or [ ] online notarization this _____ day of _____, 2021, by CHARISSE MARIE HINES. She is personally known to me or has produced _____ as identification.

_____
Notary Public, State of Florida at Large

My Commission Expires:

Exhibit A

Lot 71, SUNSET COVE – PHASE II, according to the plat thereof as recorded in Map Book 54, Pages 24 through 27 of the Public Records of Volusia County, Florida.

STAFF REPORT

FIRST AMENDMENT TO THE SUNSET COVE PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT CASE NO. 20-40000006

REQUEST:	Amend the Master Development Agreement (MDA) for the Sunset Cove Planned Unit Development (PUD) to allow a six-foot rear setback for a pool for Lot 71 of the Sunset Cove Subdivision Phase II
APPLICANT:	City of Port Orange
OWNERS:	Calvin Lee Hines and Charisse Marie Hines
LOCATION:	3890 Sunset Cove Drive
STAFF CONTACT:	Tim Burman, Community Development Director (386) 506-5675
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval (January 28, 2021)
CITY COUNCIL:	February 16, 2021

INTRODUCTION

The proposed 1st Amendment to the Sunset Cove Planned Unit Development (PUD) Master Development Agreement (MDA) is to allow a six-foot rear yard setback for a swimming pool on Lot 71 of the Sunset Cove Subdivision (Phase II). Similar to the Land Development Code, the Sunset Cove MDA requires an eight-foot setback from the rear lot line to the pool. Since the rear setback for a pool is listed in the active Sunset Cove MDA, the only process to request a modified setback is to amend the MDA.

Figure 1 - Location Map

DISCUSSION

In August 2020, a building permit for a pool on the subject property was inadvertently approved by the City with the six-foot rear setback in lieu of the required eight-foot rear setback. Upon receiving the approved building permit from the City, the pool contractor ordered the fiberglass inground pool,

prepared the site, and installed/set the pool. During a scheduled steel and ground inspection in November 2020, the rear setback for the pool was questioned since it was not the typical 8-foot. Upon review of the building permit approved by the City, construction drawings were approved with a 6-foot rear setback instead of the required 8-setback. Staff initially spoke to the pool contractor about shifting the pool closer to the home, but due to the size of the rear yard and location of an existing concrete patio and porch attached to the single-family home, the pool could not be shifted closer to the home to meet the required eight-foot rear setback. The proposed amendment is to establish a 6-foot rear setback for the pool on Lot 71 based on the rear setback that was approved by the City for the pool permit. The side setback for the pool meets the required 8-foot setback and is not part of the proposed amendment. If the amendment is approved, the contractor would be able to finalize the work associated with completing the pool install.

The intent of the eight-foot setback for a pool is to provide separation between adjacent lots and structures, allow room for a walkway around the pool, and area for necessary grading. In this case, the subject property abuts a +/- 70-wide common area for Sunset Cove Subdivision and +/- 100-foot-wide canal. Therefore, if approved, the modified rear-yard setback for the pool would not impact an adjacent lot within the subdivision. Due to the size of the pool, the necessary grading is minimal and can be completed within the 6-foot area between the pool and property line. The proposed amendment does not modify the required rear-yard setback for a concrete walkway (5'), pool screen enclosure (5'), and paver walkway (2.5').

CONSISTENCY WITH THE COMPREHENSIVE PLAN

The subject property is designated *Suburban Residential (2-4 units/acre)* on the City's Future Land Use (FLU) Map. The Sunset Cove PUD was found to be consistent with the Comprehensive Plan when it was approved in 2007. The proposed amendment does not change the FLU designation or density allowed for the subject property and is consistent with the general intent of the Comprehensive Plan.

RECOMMENDATION

Staff recommends approval of the First Amendment to the Master Development Agreement (MDA) for the Sunset Cove Planned Unit Development (PUD).

ATTACHMENT

Exhibit 1 – First Amendment to the Sunset Cove PUD Master Development Agreement

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 2/16/2021

Consent item: No

SUBJECT: (I26) Award of RFP #21-01 for Solid Waste Collection and Disposal Services

DEPARTMENT: Public Works

GOAL:

RECOMMENDED MOTION: Move to approve award of RFP 21-01 Solid Waste Collection and Disposal Services to Waste Pro of Florida and authorize the Evaluation Committee to negotiate the commercial rate structure, not to exceed the total costs for containerized commercial services provided in Waste Pro's response to the RFP, for inclusion in the final contract.

SUMMARY: The Public Works & Utilities Department is requesting City Council award RFP#21-01, Solid Waste Collection and Disposal Services to Waste Pro of Florida, Inc. ("Waste Pro") and authorize the Evaluation Committee to negotiate the commercial rate structure, not to exceed the total costs for containerized commercial services provided in Waste Pro's response to the RFP, to be included in the final contract for approval by City Council. Staff will present the final contract for approval at the March 2, 2021 Council meeting.

The current solid waste collection contract expires on October 31, 2021. No additional renewals are available. In December 2020, RFP 21-01 Solid Waste Collection and Disposal Services was released for bid. The bids opened on January 15, 2021 and two bids were received.

The bid package requested proposals for a "Base" bid plus two (2) alternate bids for consideration. A full discussion on the service levels will be presented to Council at the February 23, 2021 workshop.

Project No.: Funding Account No.:

Presenter: Lynn Stevens

ATTACHMENTS:

1.	RFP 21 01 BID PKG Solid Waste Collection and Disposal Services	RFP 21 01 BID PKG Solid Waste Collection and Disposal Services.pdf
2.	Addendum-1 of 5 Solid Waste Collection and Disposal Services	RFP-21-01-Addendum-1 of 1 -12-29-20 Solid Waste Collection and Disposal Services.pdf
3.	Addendum-2 of 5-RFP-21-01-Solid-	Addendum-2 of 4-RFP-21-01-Solid-

	Waste-Collection-11221	Waste-Collection-11221.pdf
4.	Addendum-3 of 5 RFP 21 01 Solid Waste Collection and Disposal Services	Addendum-3 of 4 -12-29-20 RFP 21 01 Solid Waste Collection and Disposal Services.pdf
5.	Addendum-4 of 5 Solid-Waste-Collection	Addendum-4 of 4 -RFP-21-01-Solid-Waste-Collection.pdf
6.	Addendum-5 of 5- RFP 21 01 Solid Waste Collection and Disposal Services	Addendum-5 of 5- RFP 21 01 Solid Waste Collection and Disposal Services.pdf
7.	RFP 21-01ATTACHMENT 1 SCHEDULE OF UNIT PRICING PROPOSAL FORM FINALrevised 1 21 2021	RFP 21-01ATTACHMENT 1 SCHEDULE OF UNIT PRICING PROPOSAL FORM FINALrevised 1 21 2021.xlsx
8.	FCC_Port Orange 01252021	FCC_Port Orange 01252021.pdf
9.	Waste Pro Propsal Part 2 Port Orange RFP #21-01	Waste Pro Propsal Part 2 Port Orange RFP #21-01.pdf
10.	Waste Pro Propsal Part 1 Port Orange RFP #21-01	Waste Pro Propsal Part 1 Port Orange RFP #21-01.pdf
11.	Department Justification Memo - Solid Waste Collection and Disposal Services Bid Award	Department Justification Memo - Solid Waste Collection and Disposal Services Bid Award.pdf

Kynah Cockcroft	Created/Initiated - 2/2/2021
Kynah Cockcroft	Approved - 2/2/2021
Julia Wiggins	Approved - 2/3/2021
Mick Neals	Approved - 2/3/2021
Ronny Buttrum	Approved - 2/3/2021
Lynn Stevens	Approved - 2/5/2021
Lupe Reyna-Coffin	Approved - 2/5/2021
Scott Neils	Approved - 2/5/2021
Matthew Jones	Approved - 2/5/2021
Jamie Miller	Approved - 2/5/2021
Robin Fenwick	Final Approval - 2/5/2021

CITY OF PORT ORANGE, FLORIDA

REQUEST FOR PROPOSAL

RFP #21-01

SOLID WASTE COLLECTION AND DISPOSAL SERVICES

City of Port Orange Purchasing Division

Prepared by Jim Tillman, CPPO, C.P.M., Purchasing Mgr.
Release Date: December 9, 2020

Proposal Due Date and Time:
January 4, 2021 at 2:30 P.M.

City of Port Orange, Florida
1000 City Center Circle
Port Orange, FL 32129
(386) 506-5718
purchdiv@port-orange.org
www.port-orange.org

Legal Notice to Proposers

RFP #21-01 SOLID WASTE COLLECTION AND DISPOSAL SERVICES

Notice is hereby given that the City of Port Orange is soliciting proposals for Solid Waste Collection and Disposal Services. Proposals will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **2:30 P.M. on January 4, 2021,** which may be amended by addendum issued by the City. All untimely proposals will not be considered and will be returned to the Proposer unopened. All proposals will be evaluated to ensure they contain all required forms in order to deem the Proposer responsive or non-responsive. **Proposals will be opened, and Proposers Names will be read aloud at 2:30 P.M. in the council chambers located on the first floor of City Hall, 1000 City Center Circle, Port Orange Florida, 32129.**

There will be a Non-Mandatory Pre-Proposal Conference for the project at 10:00 A.M. (local time) on December 17, 2020 at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Pre-Proposal and Site Visit Conference shall sign in. The representative of each Proposer shall be an authorized employee of the Proposer and shall sign in accordingly. **Proposers are encouraged to attend the Non-Mandatory Pre-Proposal Conference and are urged to obtain RFP documents and familiarize themselves with the documents prior to the Pre-Proposal Conference.**

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

DESCRIPTION: *The City of Port Orange is soliciting sealed Proposals to perform Citywide services for the Collection and Disposal of Solid Waste, Yard Waste and Recyclable Materials.*

All Requests for Proposals are solicited and will be evaluated on the criteria outlined in the RFP. An evaluation committee primarily comprised of City staff has been appointed to evaluate and rank the Proposals received in accordance with the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, and the Policies and Procedures as set forth in the City's Purchasing Manual. 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.

Copies of the Proposal documents, requirements, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from 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 to the Purchasing Manager, Jim Tillman CPPO. C.P.M., jtillman@port-orange.org or purchdiv@port-orange.org and reference **"Questions on RFP #21-01 Solid Waste Collection and Disposal Services" in the subject line.** Last day for questions will be **December 23, 2020 at 5:00 P.M.**

All Proposers 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 proposal shall be withdrawn for a period of one hundred twenty (120) days subsequent to the proposal opening without the consent of the City of Port Orange, Florida.

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

Proposals shall be **submitted in the City Clerk's office** with one (1) original and one (1) identical digital version in PDF format on CD or USB flash/thumb drive, addressed to the Purchasing Division, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida, 32129 in a **SEALED ENVELOPE/PACKAGE** plainly marked on the outside: **"RFP #21-01 Solid Waste Collection and Disposal Services".**

Jim Tillman CPPO, C.P.M., Purchasing Manager
Legal Ad - One Time –**December 9, 2020**

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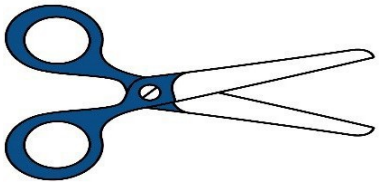

Cut along the outer border and affix this label to your sealed proposal envelope to identify it as a "Sealed Proposal". Be sure to include the name of the company submitting the proposal where requested.

SEALED PROPOSAL • DO NOT OPEN

SEALED PROPOSAL NO. **RFP #21-01**

PROPOSAL TITLE: **SOLID WASTE COLLECTION AND DISPOSAL SERVICES**

DUE DATE/TIME: **January 4, 2021 at 2:30 P.M.**

SUBMITTED BY: **(Name of Company)**

DELIVER TO:
City of Port Orange City Clerk's Office
Attn: Jim Tillman
Purchasing Mgr.
Purchasing Division
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 City of Port Orange is an average 28 square miles. This RFP is to provide for the collection of refuse from residential and commercial customers within the City of Port Orange, Florida municipal boundary. As of July 2020, the City provided services to approximately 24,195 residential accounts, 301 commercial hand pick-up accounts, and 520 commercial dumpster accounts. During calendar year 2019, the City of Port Orange disposed of 36,391 tons of garbage, 3,077 tons of construction/demolition debris, 7,712 tons of yard waste, and 2,084 tons of recycling.

The Request for Proposal includes collection of all yard debris and residential recycling. Collection for yard debris and recycling does not vary, and collection of these items, under any of the proposals, remains one time per week.

The City of Port Orange is requesting proposals for an initial five (5) year and six (6) months contract term commencing on May 1, 2021 and terminating on September 30, 2026 with the option of one- 5-year renewal term. The time between May 1, 2021 and October 31, 2021, is intended to provide the Contractor with sufficient time to implement a Transition Plan, providing for an orderly, coordinated change of service providers; notice to customers of any change in service or schedule, obtain all necessary resources and prepare efficient collection routes. The Contractor shall be responsible for the provision of all residential collection services beginning November 1, 2021. The contract is for collection as outlined below. The City of Port Orange pays all tipping fees. The City Manager or designee will perform monitoring of service.

The RFP includes two alternate options for the City's consideration. Upon review of the proposals, the City may elect to award only the base proposal (current level of service) or may choose one of the alternates. The base proposal is for two day per week residential and commercial hand pick up services, proposal alternate #1 provides the option of one day per week residential and commercial hand pick up services, and proposal alternate #2 provides the option of one day per week residential and commercial hand pick up services with the vendor providing the garbage receptacle.

It is the intent and purpose of the City of Port Orange (City) that this Request for Proposal promote competitive selection. It shall be the Proposer'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 RFP to a single source.

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO PROPOSERS

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

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.

Date of Distribution ..... December 9, 2020
Non-Mandatory Pre-Proposal Conference: ..... December 17, 2020 at 10:00 A.M.
Deadline for Questions: ..... December 23, 2020 by 5:00 P.M.
Final Addendum Posting: ..... December 28, 2020 by 5:00 P.M.
Proposals Due: ..... January 4, 2021 by 2:30 P.M.
Evaluation Period: ..... January 5 – January 14, 2021
Evaluation Committee Meeting ..... To Be Determined
Shortlisted Firms Presentations/Discussions in person **(If Required) .....** To Be Determined
City Council Meeting for Approval of Recommendation of Award ..... To Be Determined

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

City of Port Orange City Clerk's Office
Attn: Purchasing Division
1000 City Center Circle
Port Orange, FL, 32129

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

Proposals shall be sealed, and Proposers **must** indicate on the outside of their proposal the following:

a) Request for Proposal (RFP) Number and Title
b) Date of Opening
c) Name of Proposer
d) Address of Proposer

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

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

All proposals will be opened publicly, and the names of all Proposers shall be read aloud. All conferences and meetings regarding this RFP are recorded electronically (audio only). The City of Port Orange reserves the right to reject any or all proposals or parts of proposals, if it is in the best interest of the City.

NON-MANDATORY PRE-PROPOSAL CONFERENCE

There will be a Non-Mandatory Pre-Proposal Visit Conference for the project at 10:00 A.M. (local time) on December 17, 2020 at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Pre-Proposal and Site Visit Conference shall sign in. The representative of each Proposer shall be an authorized employee of the Proposer and shall sign in accordingly. **Proposers are encouraged to attend the Non-Mandatory Pre-Proposal Conference and are urged to obtain RFP documents and familiarize themselves with the documents prior to the Pre-Proposal Conference.** All prospective Proposers are strongly encouraged to attend because the Pre-Proposal Conference will offer potential Proposers the opportunity to ask questions and discuss the project directly with staff.

QUESTIONS REGARDING THIS RFP

All questions shall reference **"Questions on RFP #21-01 SOLID WASTE COLLECTION AND DISPOSAL SERVICES"** in the subject line. All questions concerning this RFP shall be submitted in writing no later than the date and time referenced in the Timeline above to:

Purchasing Division
Jim Tillman CPPO, C.P.M., Purchasing Mgr.
1000 City Center Circle
Port Orange, FL, 32129
jtillman@port-orange.org or
purchdiv@port-orange.org

ADDENDA REGARDING THE REQUEST FOR PROPOSALS

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

It is the Proposer's responsibility to be sure all correct number of addenda was received. The Proposer should verify with the designated contact persons prior to submitting a proposal that all addenda have been received. Proposers should acknowledge the correct number of addenda received as part of their proposals. It is the responsibility of the Proposer to ensure all addenda have been received prior to submitting a proposal. Written responses, in the form of an addendum, will be provided via the City website www.port- orange.org/bids.aspx and Demand Star websites. www.demandstar.com.

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

CLARIFICATIONS

It is the Proposer's responsibility to become familiar with and fully informed regarding the terms, conditions, and specifications of this RFP. Lack of understanding and/or misinterpretation of any portions of this RFP shall not be cause for withdrawal of your proposal after opening or for subsequent protest of award.

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

MINIMUM QUALIFICATIONS

Proposers must be commercial entity licensed to do business in the State of Florida or appropriate qualified commercial entity licensed by all applicable agencies in the area specified in the scope of work and to perform the services identified herein.

Proposers must provide a minimum of three (3) verifiable references from similar scopes of work as identified in this RFP following the requirements in Section 7. Failure to provide references that verify required experience will cause the Proposer to be deemed non-responsive. The City of Port Orange is not to be used as a reference.

NO LOBBYING

All Proposers 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 RFP. During the entire procurement process, all Proposers 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 proposals for this project. Any Proposer contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this RFP.

PRICING SHEETS

Pricing sheets are to be completed as directed and without modification and returned as part of the RFP submittal prior to the RFP deadline for submission. Failure to fill out the price sheets as directed and without modification may negatively affect the evaluation of your proposal.

EXCEPTIONS TO SPECIFICATIONS

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

PROPOSAL SUBMISSION AND WITHDRAWAL

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

CORRECTION OF PROPOSALS

Correction of inadvertently erroneous proposals shall be permitted up to the time of RFP opening.
Proposers shall not be allowed to modify their proposals after the opening time and date.

WITHDRAWAL OF PROPOSALS

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

OPENING OF PROPOSALS

Proposals will be received until the date and time stated in this RFP and will be publicly opened and read at the place, time and date stated. No responsibility will attach the Purchasing Division for the premature opening of a proposal not properly addressed and identified.

REJECTION OF PROPOSALS

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

PROPOSALS MAY BE REJECTED AND/OR PROPOSER(S) DISQUALIFIED FOR THE FOLLOWING REASONS

(a) Failure to update the information on file including address, product, service or businessdescriptions.
(b) Failure to perform according to contract provisions.
(c) Conviction in a court of law of any criminal offense in connection with the conduct of business.
(d) Evidence of a violation of any federal or state antitrust law based on the submission of proposals, or the awarding of contracts.
(e) Evidence that the proposer has attempted to give a City of Port Orange employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the City of Port Orange 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 Proposer must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in the possession of the Proposer upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

AMERICANS WITH DISABILITIES ACT (ADA)

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

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SECTION 3 – SCOPE OF SERVICES AND REQUIREMENTS

SCOPE OF WORK

Franchise Agreement to provide collection and transport services for single-family and multi-dwelling residential solid waste, recyclables, yard waste, bulky waste, white goods, electronic waste and tires; and, for commercial solid waste collected in individual containers, front-load containers/bins, and compactors citywide.

I. Base Proposal – Residential, Commercial, Recycling, Yard Waste, Other (current level of service)

A. Residential Solid Waste Collection

1. The proposer shall be required to pick up all garbage and household trash generated by each residential unit, including but not limited to, household trash and bulk waste, such as household furniture and appliances. Unlimited collection. Each resident will provide their own approved garbage receptacle(s).

2. The proposer shall collect garbage and household trash from residential units two times per week, at least 3 days apart. Everything set at the curb by the resident shall be collected. It shall be the responsibility of the route driver to note bulk waste for pick up and immediately -notify the proposer's dispatch and/or supervisor. The proposer shall remove residential bulk waste within 24 hours of route driver notification to their supervisor at no additional charge. All residential collection shall occur between the hours of 7:00 a.m. and 7:00 p.m.

3. Complete garbage and refuse collection service are hereby provided for in this contract. Collections of garbage shall be made at the curb or 5 feet from the edge of the pavement of the residential unit. Household trash and bulk waste, such as household furniture and appliances, shall be placed at the curbside or within 5 feet of the edge of pavement. The only exception to the location of service is specifically defined below as Handicap Side Door Service.

4. Handicap Side Door Service for residential garbage removal is defined as residential garbage removal provided by the proposer at no additional charge to those customers who are unable to place the mobile containers at the street, have requested such service with proper documentation, and have been approved by the City in advance. The City shall consider prior to approving such a request the availability of another occupant of the residence to place the containers at the curb. The containers will be returned after the collection to where the collectors find them. Currently, there are approximately 100 residential handicap side door service accounts.

5. Garbage Receptacles shall be handled carefully by the proposer and shall be thoroughly emptied and left in an upright position where they are found, behind the curb or edge of pavement. Under no circumstances shall said receptacles be placed in the travel lanes of the roadway.

6. The proposer shall make collections with a minimum of noise and disturbance to the residents. All work shall be done in a sanitary manner. The proposer's employees shall pick up all garbage or trash spilled by the collector immediately.

7. The proposer shall collect and dispose of automobile tires and automotive batteries from residential customers, at no additional charge, in accordance with state and federal disposal requirements. In addition, the proposer may impose an additional charge, with prior approval of the City Manager and with prior notice to the customer, if the following annual maximums are exceeded by any residential customer: eight (8) automobile tires; two (2) automotive batteries.

8. In accordance with City ordinance, any debris generated by a commercial contractor, must be disposed of by the contractor.

B. Multi-Family Units and Mobile Home Parks

1. Mobile Home Parks permitted to have individual pickups shall be serviced the same as residential units outlined above.

2. The current Port Orange Land Development Code requires that any multi-family complex (apartments, townhomes, condominiums, etc.) with 20 or more units must use dumpsters. Complexes with less than 20 can opt for dumpsters or utilize hand pick-up services.

3. Multiple family dwelling units and all mobile home parks, not using curbside services, shall be required to use containers emptied using mechanical means (dumpsters).

4. Except as otherwise stated in this Section B., regardless of the type of collection service (curbside or mechanical), multi-family and mobile home park units shall be considered Residential Units and service shall be in accordance with Section A, hereinabove.

5. The proposer shall make collections with a minimum of noise and disturbance to the residents. All work shall be done in a sanitary manner. The proposer's employees shall pick up all garbage or trash spilled by the collector immediately.

6. Garbage Receptacles shall be handled carefully by the proposer and shall be thoroughly emptied and left in an upright position where they are found, behind the curb or edge of pavement. Under no circumstances shall said receptacles be placed in the travel lanes of the roadway.

7. The proposer shall collect and dispose of automobile tires and automotive batteries from residential customers, at no additional charge, in accordance with state and federal disposal requirements. In addition, the proposer may impose an additional charge, with prior approval of the City and with prior notice to the customer, if the following annual maximums are exceeded by any residential customer: eight (8) automobile tires; two (2) automotive batteries.

8. In accordance with City ordinance, any debris generated by a commercial contractor, must be disposed of by the contractor.

C. Commercial Hand Pick-Up

1. Commercial hand pick-up is garbage and trash collection service to commercial customers utilizing five (5) Garbage Receptacle (32 gallons maximum capacity or 50 lbs. in weight) or a 96-gallon tote. This collection is by manual means, not by mechanical means (dumpster). Each customer will provide their own approved garbage receptacle(s).

2. The proposer shall collect garbage and trash from commercial hand pick-up customers two times per week, at least 3 days apart. The proposer shall remove commercial bulk waste on the same days as set for commercial garbage collection. It shall be the responsibility of the route driver to note bulk waste for pick up and immediately -notify the proposer's dispatch and/or supervisor. The proposer shall remove bulk waste within 24 hours of route driver notification to their supervisor at no additional charge. All collection shall occur between the hours of 7:00 a.m. and 7:00 p.m.

3. All refuse generated at commercial and industrial establishments shall be collected except for excluded wastes and recyclable material collection. Commercial and industrial establishments may contract for recyclable material collection independent of this contract in accordance with City of Port Orange Ordinances as adopted or as may be amended from time to time. Successful proposer must provide commercial recycling services as an option to commercial customers.

4. It is the duty of the commercial customer to place garbage receptacles curbside for collection in locations mutually agreed upon by the customer and the proposer, and which are convenient for collection by the proposer. Where mutual agreement is not reached, the City shall designate the location consistent with the ordinances and requirements of the City of Port Orange. Containers will be replaced in the location from which they were collected.

5. The proposer shall make collections with as little disturbance as possible. Garbage receptacles shall be carefully handled by the proposer and shall be thoroughly emptied (including spillage) and then left standing with covers/lids in place at the same location where they were collected. Under no circumstance shall containers be placed in the travel lane of a roadway.

6. All work shall be done in a sanitary manner and the proposer's employees shall pick up any garbage spilled by the collector immediately. At the sole option of the City, the City may request mechanical containers, or other containers, be placed in service as a substitute for garbage receptacles utilized for commercial hand pick-up.

7. The proposer shall make collections with as little disturbance as possible to business and commercial establishments. Commercial collection shall occur between the hours of 7:00AM and 7:00PM.

8. The City reserves the right to adjust the time of service for individual customers to protect the public health or eliminate public nuisances.

D. Commercial and Industrial Units – Mechanical Collection

Commercial customers are identified as, but not limited to, office buildings, retail stores, fuel stations, hospitals/medical providers, convenience stores, motels, hotels, laundries, all public buildings, food services, service establishments, light industry, schools, churches, clubs, and nursing homes using dumpster services.

Collection:

1. Collection service for customers using dumpsters will be available from one day to seven days per week. The frequency of service will be as requested by the customer or as determined by the City to protect the public health. The proposer shall remove commercial bulk waste on the same days as set for commercial garbage collection. All services shall be scheduled between the hours of 7 AM and 7 PM.

2. All refuse generated at commercial and industrial establishments shall be collected except for excluded wastes and recyclable material collection. Commercial and industrial establishments may contract for recyclable material collection independent of this contract in accordance with City of Port Orange Ordinances as adopted or as may be amended from time to time. Successful proposer must provide commercial recycling services as an option to commercial customers.

3. It is the duty of the proposer to place the dumpster in locations mutually agreed upon by the customer and the proposer, and which are convenient for collection by the proposer. The location must be consistent with the ordinances and requirements of the City of Port Orange. Containers will be replaced in the location from which they were collected after being emptied.

4. Containers shall be carefully handled by the proposer and shall be thoroughly emptied (including spillage) and then left standing in the same location where they are collected. The lids will be closed, and the proposer shall spray commercial containers with a disinfectant to eliminate any offensive odor. The proposer shall be responsible for closing the container doors and the screened enclosure doors or gates.

5. All work shall be done in a sanitary manner and the proposer's employees shall pick up garbage spilled by the collector immediately. At the sole option of the City, the City may request mechanical containers, or other containers, be placed in service as a substitute for commercial hand pick-up in certain congested business areas of the City. When so ordered, there will be no additional charge.

6. The proposer shall make collections with as little disturbance as possible to businesses and commercial establishments. Commercial collection shall occur between the hours of 7:00AM and 7:00PM.

7. The City reserves the right to adjust the time of service for individual customers to protect the public health or eliminate public nuisances.

E. Containers:

1. Dumpster containers shall be made available to commercial customers in 2, 4, 6 and 8 cubic yard capacities. Service to commercial customers shall be provided with the same size containers currently in use and with the same frequency of pick up unless otherwise approved by the City. The containers shall be constructed of waterproof materials with closing hinge and cover. The proposer's name, telephone number, size of the container in cubic yards, and date of last maintenance/recondition shall be clearly displayed on all containers.

2. It is the intent to provide each customer a new or renovated container on an annual schedule. If containers are other than in "like-new" condition, the container must be refurbished or replaced. The City has the right to examine any or all containers at any time while under contract. Containers will be maintained by the proposer.

3. Upon award, the proposer shall provide the City a schedule showing the frequency of cleaning and painting for each container each twelve-month period. This schedule shall include how the change-out of containers is to be accomplished during the contract term. The proposer shall at the beginning of the contract begin a program that will provide for each customer to receive a reconditioned or new container during the succeeding twelve-month period and each twelve-month period thereafter. It is the intent of this subsection to provide each customer who uses a container emptied by mechanical means, a new or renovated container on a regular schedule.

4. The City Representative will conduct routine condition inspections of all commercial dumpsters at least once annually. A **DUMPSTER CONTAINER CONDITION EVALUATION** report will be completed by the City for each dumpster inspected. A copy of the evaluation may be modified upon written agreement of both parties. The condition evaluation shall include but not limited to the following:

- Cleanliness of the container, both inside and out
- Proper operation of the cover and hinges
- Operational lock bars
- Uniform painting with no visible rust
- Plugs are in place
- Safety notices, container size, and vendor information properly displayed
- No holes in the container and container is properly waterproofed
- Wheels are operational

5. Any dumpster not meeting ACCEPTABLE condition on the evaluation report will be reported to proposer within 24 hours of the inspection via email. The evaluation report for a dumpster failing the inspection will be accompanied by photos and explanation of the failure. The proposer shall correct the dumpster condition deficiencies within 7 days of notice. If not corrected within 7 days of notice the City shall impose liquidated damages as provided in the contract. The City shall spread the condition inspections over the course of the year and no more than 20 requests for refurbishment shall be submitted in any one week.

6. Garbage Compactors: Currently, there are 30 compactors being serviced in the City of Port Orange. The successful proposer is responsible for the service and billing the customer of these accounts. Only garbage compactors are exclusive to this contract. C&D compactors are handled through the separate non-exclusive franchise agreement (City of Port Orange Ordinance). Recycling compactors will be handled through the open market for commercial recycling. Disposal costs (tipping fees) for compactors and C&D containers are at the expense of the Proposer.

F. Vegetative Garden and Yard Debris

The proposer shall collect ALL vegetative garden and yard trash from all customers (residential and commercial) one (1) time per week, with curbside collection seven (7) days apart, on a schedule satisfactory to the City. All yard waste should be no greater than four (4) feet long and no more than eighteen (18) inches in diameter.

1. The proposer shall be required to pick up ALL vegetative garden and yard trash generated by any customer. The proposer shall inform the customer if items such as tree limbs, tree trunks, etc., exceeds four (4) feet long and/or the item's diameter is greater than eighteen (18) inches.

2. Vegetative garden and yard debris shall be collected from the front edge of the property near the street. Collections shall be made not over five (5) feet from the edge of the curb line or ten (10) feet from the edge of the pavement. Collection shall occur between the hours of 7:00 AM and 7:00 PM.

3. The proposer shall make collections with a minimum amount of noise and disturbance to the customer. Reusable containers, whether provided by resident or in tote provided by proposer, shall be handled carefully and shall be thoroughly emptied and left in an upright position where it was found behind the curb or edge of the pavement. Bags of garden and yard debris shall be collected, and any spillage picked up immediately by the proposer. Loose piles of garden and yard debris shall be collected to leave the area free of all debris.

4. In accordance with City ordinance, any debris generated by a commercial contractor, must be disposed of by the contractor.

G. Recyclable Materials

This RFP includes the collection of dual-sort, curbside residential recycling. The City will be responsible for all processing fees and receipt of any rebates. The proposer will provide all recycling bins.

Residential

1. The proposer shall collect ALL recyclable materials from each residential unit one (1) time per week, with collection seven (7) days apart, on a schedule satisfactory to the City. Collection occur between the hours of 7:00 AM and 7:00 PM.

2. The proposer is required to pick up ALL recyclable materials generated by a residential unit that is properly containerized.

3. Collection of recyclable materials shall be made from the curb or five (5) feet from the edge of the pavement of the residential unit. Handicap Side Door Service of recyclable material will be handled the same as residential garbage Handicap Side Door Service, defined hereinabove.

4. The proposer will collect recyclable materials based on a two-bin recycling system (one bin for fiber paper recyclable materials and one bin for commingled recyclable materials). The proposer shall provide at least one (1), but not more than three (3), recycling containers to residents at no cost to the resident or the City. Replacement containers will be provided to all residents on an as-needed basis at no cost to the resident or the City.

5. All recycling materials collected will be delivered, by proposer, to the vendor of the City's choice.

6. Upon award, the successful proposer shall coordinate with City staff to change the existing recycle bins, if necessary.

Commercial

Commercial recycling services are provided as "Open-Market". Commercial and industrial establishments may contract for recyclable material collection independent of this contract in accordance with City of Port Orange ordinance(s) as adopted or as amended from time to time. Proposer must be able to provide commercial recycling services as an option to commercial customers.

H. City Owned Properties

The proposer shall empty all refuse containers used by any of the areas or properties that are City owned, leased, rented and/or controlled by the City of Port Orange. The collection of these containers shall be at no charge to the City. The schedule of service may be amended during the term of the contract upon the direction of the City. The City shall have the right to use regular commercial type dumpsters or cans consistent with commercial hand pick-up as outlined in the above sections. The City shall have the right to add or delete facilities requiring service as often as is necessary.

[List of properties to follow on next page]

[Remainder of this page left intentionally blank]

Current City Facilities and Service Schedule

FACILITY NAME	Street or Rd	SIZE	# P-UPS
FIRE STATION 74 (AIRPORT ROAD PARK)	AIRPORT RD.	2	3
FIRE STATION 72	CENTRAL PARK BLVD	6	1
FIRE STATION 73	CITY CENTER BLVD.	4	1
CITY OF P.O. CITY HALL	CITY CENTER CIR.	4	6
CITY OF P.O. AMPHITHEATER	CITY CENTER CIR.	4	2
CITY OF P.O. GYM	CITY CENTER CIR.	4	3
PORT ORANGE BALLFIELDS	CITY CENTER DR	4	3
YMCA	CITY CENTER PARKWAY	8	3
PORT ORANGE POLICE DEPARTMENT	CLYDE MORRIS BLVD.	8	3
CITY OF PORT ORANGE ALLAN GREEN CENTER	CLYDE MORRIS BLVD.	8	3
CITY OF PORT ORANGE BALLFIELD	CORACI BLVD	6	2
CITY OF PORT ORANGE BALLFIELD	CORACI BLVD	6	2
CITY OF PORT ORANGE PARK	DEER FEED TRL	4	2
CITY OF P.O. CAUSEWAY PARK	DUNLAWTON AV.	8	6
CITY OF P.O. DLH ANNEX	DUNLAWTON AV.	4	3
PARKS & RECREATION ANNEX	HALIFAX DR.	4	2
CITY OF P.O. WAREHOUSE	OAK ST.	8	3
CITY OF P.O. WASTEWATER	OAK ST.	2	6
CITY OF P.O. WASTEWATER	OAK ST.	2	6
CITY OF P.O. WASTEWATER	OAK ST.	2	6
CITY OF P.O. WASTEWATER	OAK ST.	4	4
CITY OF P.O. WASTEWATER	OAK ST.	4	6
GOLF TRUST (CYPRESS HEAD CLUBHOUSE)	PALM VISTA	6	3
POLICE SHOOTING RANGE	PIONEER TRAIL	8	1
CITY OF PORT ORANGE SPORTS FIELDS	RICHEL DR.	4	1
CHAMBER OF COMMERCE (R-SIDE PAV)	RIDGEWOOD AV.	8	2
RIVERWALK PARK	RIDGEWOOD AV.	8	2
FIRE STATION 71	RIDGEWOOD AV.	4	1
CITY OF P.O. ADULT ACTIVITY CENTER	RIDGEWOOD AV.	4	3
ALL CHILDREN'S PARK / TENNIS COURTS	SPRUCE CREEK RD.	4	2
CITY OF P.O. ALL CHILDREN PARK	SPRUCE CREEK RD.	4	2
FIRE STATION 75	TOWNWEST BLVD.	2	1
CITY OF P.O. RECREATION MAINT	TRAILWOOD DR.	4	2
CITY OF P.O. PUBLIC WORKS	VIRGINIA AVE	6	3
CITY OF P.O. PUBLIC WORKS	VIRGINIA AVE	6	3
CITY OF P.O. GARNSEY WATER PLANT	WELLFIELD DR.	4	1
CYPRESS HEAD GOLF COURSE (MAINTENANCE)	WILLIAMSON BLVD	6	3

1. The proposer shall be responsible for the collection and transportation of recyclable materials from designated City offices. The recyclable materials shall include, but not be limited to, mixed office paper, computer paper, newspaper, aluminum cans and cardboard.

2. The proposer shall place a container at the City's Public Works facility for the collection of used tires from City vehicles. The City disposes approximately 800 tires per year.

3. In addition, the proposer shall be required to provide roll off containers for City generated yard waste at the 4 designated City facilities. The City pays all tipping fees.

4. The proposer shall be required to place containers at the Wastewater Treatment Facility for the collection of inorganic material and grit. These containers are to be emptied daily. The City pays all tipping fees.

5. The proposer shall be required to place roll off containers at locations to be determined by the City for the collection of debris from City street sweepers. The City pays all tipping fees.

I. Miscellaneous

1. The proposer shall pick up dead fowl, reptile, animals, and fish from public right-of-way, playgrounds, and all City owned property within two (2) hours after notification during hours of 7:00 AM – 7:00 PM, Monday through Friday.

2. The proposer shall collect trash from normal maintenance of vacant lots in the same manner as residential collection.

3. The proposer shall be responsible for the collection and proper disposal of all used tires improperly deposited on City rights-of-way.

4. The proposer shall be responsible for the collection of large items deposited on City Rights-of-Way (white goods, furniture, car pieces, etc.) by the end of the business day after notification.

5. The proposer shall not be responsible for the collection of a contaminated load. The proposer shall notify the City of the specific customer that was not served due to a contaminated load and the type of contamination that was observed. Should the proposer collect a contaminated load, any charges related to that load are included in the liquidated damages section of these specifications.

6. Commercial customers shall have the right to request an extra-pick-up when deemed necessary by the commercial customer. The proposer shall provide the extra pickup within 24 hours of the request. The City shall compensate the proposer at a flat rate charge based on the size of the commercial customer's container. Flat rate must be shown on Proposal form.

7. The proposer's employees collecting garbage will be required to follow the regular walk for pedestrians while on private property. No employee shall meddle with property that does not concern him/her. Care shall be taken to prevent damage to property, including shrubs, flowers and other plants. After emptying containers, employees shall return containers to the same location from which they were taken, and such employee shall pick up anything spilled immediately.

8. The proposer shall not use any temporary labor force to replace or fill regular operating positions in providing the services to the City. No temporary labor force will be allowed under this contract. Only employees covered by the proposer's workmen's compensation policy will be authorized to work within the City. Occasionally, should the need for additional labor personnel arise, the proposer must notify the City contract administrator EACH day the additional personnel are utilized and a charge of $250.00 per person, per day, will be processed on the monthly billing.

9. Proposer agrees to maintain the current level of service, unless otherwise approved by the City.

10. Anytime civic groups conduct clean-up events for parks, neighborhoods, canals, ditches/streets, the river, etc. the proposer agrees to pickup said refuse at no charge as long as those items of refuse that are capable of being placed in garbage bags are properly packaged for collection. The City will attempt to provide the proposer with ten (10) days' notice of the date the cleaning will occur, but the proposer will always have at least 48 hours' notice prior to actual pickup. The proposer shall coordinate with the City.

J. EDUCATIONAL AND PROMOTIONAL PROGRAM

1. Upon award of bid, proposer will completely and thoroughly describe the educational and promotional programs for recycling. Proposer shall conduct programs to promote recycling and costs are at the proposer's sole expense. Proposer shall provide samples of promotional materials, educational curriculum for local schools, schedule of events prior to start date and programs for community involvement. The proposer shall evidence other locations where these programs have been successful and, if the program is new, describe how that program will benefit the City's recycling efforts.

2. The proposer will be responsible to maintain a supply of brochures or newsletters to the City to provide to City customers. The information must contain service details for all types of residential collections. In addition, the proposer will participate in at least two promotional programs within the City annually.

K. Rate Adjustments

1. Cost of Living Increases:
The rates performed under this contract may be adjusted after the second anniversary date of the contract and annually thereafter. The contractor may petition the City for a cost of living rate adjustment to reflect the percentage increase, if any, in the Consumer Price Index (CPI), "Garbage and trash collection in U.S. city average, all Urban Consumers, not seasonally adjust" published by the U.S. Department of Labor, Bureau of Labor Statistics, and determined by comparing the CPI for the March immediately preceding the rate adjustment request to the CPI for the March of the prior year. Requests for CPI adjustments must be submitted to the City no later than April 15.

Example:
CPI for April 2017 447.129
CPI for April 2018 458.722
Calculation = (458.722 – 447.129) ÷ 447.129 = 2.59%
Requested rate increase would be 2.59%

The maximum increase for any annual period shall not exceed three (3%) percent. If, at its discretion, the City approves any such petition, its action shall take effect on October 1 of the year in which it was approved. If a rate adjustment is not requested by required date, the rate adjustment for that particular twelve (12) month period shall be deemed waived and shall not be taken into consideration in future rate adjustments.

2. Unusual Changes or Costs:
The contractor may petition the City Council to adjust the contractor's rates based upon unusual and unanticipated increases in the cost of doing business. The Contractor's request shall contain substantial proof and justification to support the need for the rate adjustment. The City Council shall have the sole and absolute discretion to grant or deny the request. The City reserves the right to rescind any price relief granted should the circumstances change, and prices decrease at any time.

3. Favored Nations Clause
In the event a neighboring City negotiates a more favorable rate than the City of Port Orange for the provision of the same or substantially the same services as provided in this contract, the proposer shall be required to upon execution of the agreement with the neighboring City reduce the rates charged to the City of Port Orange to be equal to or lower than the rates charged in the neighboring City. Neighboring City shall mean all cities within Volusia County Florida.

L. STORAGE AND OFFICE FACILITIES

1. The proposer shall establish and maintain an office at 407 Virginia Avenue, Port Orange, Florida, where service requests and complaints can be made. It shall be equipped with office equipment and supplies. The office shall be open and sufficiently staffed Monday through Friday 7:30 AM through 4:30 PM.

2. Ingress and egress to the office (407 Virginia Avenue) shall occur through a designated entrance with shared use of the break room and restroom areas. The City shall pay all electric service associated with the operation of this office. The contractor is responsible for all costs associated with phones, internet, etc. There shall be no vehicle repair work, vehicle storage, or container storage of any kind performed at this location.

3. The proposer will also have sufficient supply of recycling bins stocked in office and available for residents to pick up at all times during hours of operation. Failure to maintain sufficient stock of recycle bins will result in liquidated damages.

M. SCHEDULES AND ROUTES

1. The proposer shall submit a proposed route and schedule to be approved by the City prior to providing services under this contract. Proposer shall abide by the routes and schedules provided in bid documents. The City reserves the right to deny the proposer's vehicles access to certain streets, alleys and public ways, inside the City or outside the City in route to the disposal facilities, where it is in the best interest of the general public to do so due to conditions of streets or bridges. The proposer shall not interrupt the regular schedule and quality of service because of such street closures.

2. Successful proposer shall notify all residential and business accounts under this contract of the schedule (i.e. collection days, description of collection services, etc.) as approved by the City. Such notification will consist of a City approved brochure to be mailed to all residents and businesses prior to September 14, 2021. Successful proposer will be responsible for preparation and design of brochure (must be City approved), printing and mailing of brochure. Successful proposer is responsible for all costs associated with brochures. Proposer must order enough brochures to cover the term of the contract.

3. Individual route starting times and succession of collection shall remain constant so as to promote and achieve regularity of service. Any and all route and/or schedule changes shall be approved by the City prior to implementation of the new schedule or route. The City's decision may be appealed to the City Council. The decision of the City Council shall be final. The contractor shall furnish written notices of changes in schedules to the customers, at least ten (10) days prior to the actual change in routes or schedules.

NOTE: The Proposer's attention is directed to the fact that at various times during the year, the quantity of refuse to be disposed of is materially increased by fluctuations in the amount of garden and yard trash. This additional workload will not be considered as adequate justification for failure of the proposer to maintain the required collection schedules and routes; nor will it be reason or cause to request a rate adjustment and/or additional charge(s) to residents.

4. Holidays

Only on those holidays when the Volusia County Landfill is closed, the proposer shall reschedule the collection of that day's routes. Rescheduling must be approved by the City in advance. The proposer shall be responsible for notifying customers of schedule changes at least two (2) weeks in advance. Notification will be by placement of a ¼ page ad in the local section of the Daytona Beach News Journal at least 7 days in advance of collection change or other.

5. Storm Events

In the event excessive amounts of debris or refuse accumulate due to an event such as a storm of disastrous proportions, freeze, natural disaster, severe disturbance, riot or other calamity, that results in an area of the City being declared a disaster area by the Volusia County Emergency Management Director, President of the United States, Governor of Florida, Mayor of Port Orange or their designee(s), the proposer shall respond to such disaster with the necessary additional equipment and manpower to collect increased recycling, solid waste and yard waste without interruption to normal services

The proposer shall have a written disaster preparedness plan in place and provide evidence of same to the City along with the formal proposal submittal. The proposer must demonstrate the resources (primary and secondary) that will be provided exclusively for the City in a declared event. Secondary resources should be updated with the City annually prior to May 1st, and should include a full listing of contracts, manpower and equipment.

The proposer shall perform the cleanup effort in an expedited manner as directed by the City. The City determines the storm event clean-up completion.

N. QUALITY OF SERVICE

1. Character of Workers and Equipment
The direction and supervision of refuse collection and disposal operations shall be by competent and qualified personnel. The contractor shall devote sufficient personnel, time and attention to the direction of the operation to assure performance satisfactory to the City. All superintendents, foremen and workmen employed by the contractor shall utilize proper safety equipment and practices while performing tasks under this contract.

2. The contractor shall provide personal protection equipment (PPE) and uniforms to all employees and they must be worn at all times while working. No employee may cause any disturbance, interference or delay to any work or service rendered to the City. The employees shall not conduct themselves negligently, disorderly or dishonestly in the performance of the employee's duties. The contractor shall ensure that all employees serve the public in a courteous, helpful and impartial manner. Contractor's employees collecting garbage will be required to follow the regular walkways for pedestrians while on private property.

3. No employee shall meddle with property that does not concern them. Care shall be taken to prevent damage to property, including shrubs, flowers and other plants. After emptying containers, employees shall return them to the same location from which they were taken, in an upright position behind the curb or edge of pavement and anything spilled shall be picked up immediately by such employee. The contractor shall pay any damages incurred.

O. EQUIPMENT

1. Amount
As part of this bid submittal, each proposer shall submit the type and number of each vehicle to be used, at a minimum, to perform the duties of this agreement.

The contractor shall provide sufficient equipment in proper operating condition so regular schedules and routes of collection can be maintained. The contractor shall not use any solid waste, yard waste, or recycling collection vehicle dedicated to this Agreement to collect solid waste, yard waste, or recyclable materials in areas outside the City except to transport to the Volusia County Landfill or pre-approved disposal facility.

2. Communications
All vehicles must be equipped with good working communication devices. The contractor shall provide their City Liaison and Route Supervisors with proper communication devices so the City representative and office personnel can communicate with the proposer's supervisor or liaison during working hours.

A. Video Cameras
All of the Contractor's collection vehicles shall be equipped with a minimum of 4 video recording cameras that identify and record the locations of the vehicles and travel speed while the vehicles are being used to provide collection services under this Agreement. Cameras should be located so as to have a clear view of: the hopper and rear of truck, drivers view from the front of the truck, right & left sides with a minimum 90-degree angle. The vehicle videos shall be recorded continuously when in operation. The Contractor shall provide video clips and records to the City's Representative, upon request.

Video Recordings – The Contractor shall maintain the video and records for each Collection vehicle for at least one (1) operating month after the video data was obtained. The records shall reflect the date, truck number, operator, speed and location map for the video data. Upon the City's request, the Contractor's records shall be provided to the City in MP4 format. Other formats may be acceptable with the prior approval of the City. Upon request, the video files shall be provided to the City within 24 hours; however, the Contractor shall use its best efforts to produce the video quicker if the video are needed to evaluate a legitimate complaint concerning the Contractor's performance under the Agreement.

B. GPS

All of the Contractor's collection vehicles shall be equipped with Global Positioning Systems ("GPS") that identify and record the locations of the vehicles and speed when they are being used to provide collection services under this Agreement. The vehicle locations shall be recorded at least once every five (5) seconds. The Contractor shall provide its GPS logs and records to the City, upon request.

GPS Records – The Contractor shall maintain records and a log concerning the Global Positioning Systems ("GPS") data that is obtained from the Collection vehicles used by the Contractor to provide Collection Services under this Agreement. The Contractor shall maintain the GPS logs and records for each Collection vehicle for at least one (1) operating month after the GPS data was obtained. The records shall reflect a "ping rate" of every five (5) seconds for the GPS data. Upon the City's request, the Contractor's records shall be provided to the City in CSV or ASCII tabular format and shall contain columns for longitude / latitude coordinates, as well as time and date stamps. Other formats may be acceptable with the prior approval of the Director. Upon request, the GPS data shall be provided to the City within 24 hours; however, the Contractor shall use its best efforts to produce the data quicker if the data are needed to evaluate a Legitimate Complaint concerning the Contractor's performance under the Agreement.

C. Records Requirements

GENERAL RECORDS SCHEDULE GS1-SL 2020 - SURVEILLANCE RECORDINGS

This record series consists of surveillance recordings created by public agencies to monitor activities and document incidents. The series may include, but is not limited to, recordings showing the inside and/or outside of public buildings; public property (including in public vehicles such as school buses and municipal buses); public roadways such as intersections monitored by red light cameras; and broad views created via aerial surveillance such as from drones or helicopters. Since these recordings may play an integral part in prosecution or disciplinary actions, agencies are responsible for ensuring that internal management policies are in place establishing criteria for which images should be retained for further investigation. Recordings relating to law enforcement investigations should be filed with the applicable CRIMINAL INVESTIGATIVE RECORDS item in the *General Records Schedule GS2 for Law Enforcement, Correctional Facilities and District Medical Examiners*.
RETENTION: 30 days.

3. Condition

The City reserves the right to require vehicles be replaced or rebuilt every seven (7) years or less, depending on the condition of the vehicle, subject to inspection by the City's Vehicle Maintenance Supervisor, so regular schedules and routes of collection can be maintained. The proposer shall submit a list of vehicles (be specific; i.e. show year, make, model, capacity, etc.) to be used in the City, as part of their bid submittal package and the City shall inspect said vehicles prior to awarding the contract.

All equipment and vehicles used under this agreement shall be maintained in a reasonable, safe working condition. No vehicles shall leak oil or other fluids upon the streets and roads of the service area.

Vehicles shall be painted uniformly with the City of Port Orange logo prominently displayed, the company name, and telephone number printed in letters not less than three (3) inches high on each side of the vehicles. All vehicles are to be numbered in a size and of a color which contrasts with the color of the vehicle so as to

provide the maximum possible visibility. A record is to be kept showing each vehicle and the number assigned. The proposer shall provide the City's representative a daily log showing truck numbers, personnel assigned to truck and the routes to which they are assigned. The proposer shall also provide to the City's representative a monthly maintenance report, showing truck number, service and or repairs made each day for each vehicle.

No advertising shall be permitted on vehicles with the exception that the City may advertise events on trucks at no cost to the City. The City will provide materials at least thirty (30) days in advance of the event. The proposer shall display the materials provided by the City on the trucks at least fifteen (15) days prior to the event. The proposer shall remove the materials from the vehicles no later than ten (10) days after the event.

The proposer is required to keep collection vehicles and containers emptied, cleaned, and painted in order to present a pleasing appearance. The proposer shall submit, upon award of bid, a schedule showing the frequency of the cleaning and painting of the vehicles and containers. The proposer shall make sure that all refuse containers are kept in a sanitary condition. All containers shall be watertight except where the City has approved otherwise. Containers and totes must be painted different colors for garbage and recycling.

The City reserves the right to inspect contractor supplied vehicles at any time as determined by the City's representative.

4. Operation

Each non-packer trash vehicle shall be equipped with a cover, which may be net with mesh not greater than one and one-half inches, or tarpaulin, or fully enclosed metal top. Such cover shall be kept in good order and used to cover the load going to and from the disposal facility during loading operations or when parked, if the contents are likely to be scattered if not covered.

Vehicles shall not be overloaded so as to scatter refuse; however, if refuse is scattered from the proposer's vehicle for any reasons, it shall be picked up immediately. Each vehicle shall have a fork and broom for this purpose.

The proposer's vehicles are not to interfere unduly with vehicular or pedestrian traffic and vehicles are not to be left standing on streets unattended except as made necessary by loading operations and shall move with the traffic flow. Each violation shall result in a $250.00 penalty.

5. Aesthetic Appearance of Dumpsters and Totes

Dumpsters and Totes shall be maintained in a reasonable, safe working condition and shall be painted a uniform color (same color for garbage dumpsters and totes and another color for recycling dumpster and totes). The proposer shall submit for approval by the City Manger a schedule showing the frequency of the cleaning and painting of dumpsters.

6. Ownership

The proposer shall be responsible for the cost and expense associated with the replacement of all dumpsters and totes and the proposer shall be the owner of all dumpsters and totes. The proposer shall be responsible for the cost and expense associated with new and replacement recycling bins.

7. Operational Facility

Successful proposer shall store all vehicles, equipment and dumpsters within Volusia County. The City shall have a right to inspect during regular business hours.

P. DISPOSAL OF REFUSE

1. The City will be responsible for disposal fees charged by Volusia County (landfill). The proposer is responsible for disposing all collected waste in accordance with state and federal statutes and/or regulations and agrees to accept all liability for any remedial activities or fines which may arise from the unlawful disposal of waste. All landfill tickets are due in the Contract Administrator's office by 10:00 a.m. the following day. All refuse, except recycling, must be deposited at Volusia County landfill on Tomoka Farms Road.

2. The proposer shall deliver all recyclable materials to the vendor of the City's choice. All recycle tickets are due in the Contract Administrator's office by 10:00 a.m. the following day. All proceeds from sale of recyclable materials will be remitted directly to the City of Port Orange.

Q. TRANSITION PLAN

Proposer shall describe its proposed strategies to ensure a smooth transition from current contractor to the successful submitter. The proposed transition plan is of critical importance to the City. The Proposer shall be responsible for the removal and delivery of new containers, roll-offs, etc. as required by a transition. The Proposer shall provide a facility whereby previous franchisee's containers, roll-offs, etc. will be stored during the transition. The Proposer shall be responsible for initial delivery to the proposed storage site or a site to be identified by the previous franchisee. Upon delivery to the storage location, the previous franchisee shall be responsible for removal and transportation of said container, roll-off, etc. at their sole expense. In the transition plan, Proposer must describe the following ***(see top of page 25)***:

- Proposed transition plan must meet or exceed the current level of service for solid waste and recycling services currently provided.
- Individual or group of individuals that will oversee the execution of the transition plan.
- Proposed approach including equipment, personnel, and schedule, for delivering containers to residents.
- Describe how the delivery of carts, dumpsters and roll-offs will be conducted in coordination with removal or use of existing carts, dumpsters and roll-offs.
- Overall schedule for the transition.

R. COMPLIANCE WITH SEC. 403.706 (22), FLORIDA STATUTES.

The City recognizes the requirement that the City and the Awarded Proposer be in compliance with Sec. 403.706 (22), Florida Statutes, Local government solid waste responsibilities. In accordance with the statute, Proposer's response shall include responses to following:

- The respective strategies and obligations of the City and the residential recycling collector to reduce the amount of contaminated recyclable material being collected.
- The procedures for identifying, documenting, managing, and rejecting residential recycling containers, truck loads, carts, or bins that contain contaminated recyclable material.
- The remedies authorized to be used if a container, cart, or bin contains contaminated recyclable material.
- The education and enforcement measures that will be used to reduce the amount of contaminated recyclable material.
- A definition of the term "contaminated recyclable material" that is appropriate for the City.
- After a contract is executed, a residential recycling collector is not required to collect or transport contaminated recyclable material, except pursuant to a contract consistent with the above-referenced statute.

Exclusive Rights

The City grants to the proposer the exclusive right and obligation to provide solid waste collection services within the City of Port Orange with the exception of franchise roll-off waste hauling and commercial recycling. The City reserves the right to pick up refuse.

Miscellaneous

The proposer shall not be responsible for scattered refuse unless his acts or those of any of his employees have caused the same, in which case, the proposer shall pick up all such scattered refuse immediately. Employees of the proposer shall not be required to expose themselves to the danger of being bitten by vicious animals, in any case, in order to accomplish refuse collection. However, the proposer shall immediately notify the customer and City, in writing, of such conditions and of the inability to make collection because of such conditions.

S. ALTERNATE PROPOSALS
The following alternate proposals are requested for review and consideration:

Alternate 1 – Residential and Commercial Hand Pick-Up – Garbage and Household Trash Collected One Time Per Week; Customers Provide Containers

A. Residential
The proposer shall collect garbage and household trash from places of residence one time per week, at least 7 days apart. All other requirements under the base proposal (Section I above) shall remain in effect.

B. Commercial Hand Pick-Up
The proposer shall collect garbage and trash from commercial hand pick-up customers one time per week, at least 7 days apart. All other requirements under the base proposal (Section I above) shall remain in effect.

Alternate 2 – Residential and Commercial Hand Pick-Up – Garbage and Household Trash Collected One Time Per Week; Proposer Provides 96-Gallon Tote to Customers

A. Residential
Proposal Alternate 2 provides residential service as outlined in the base bid above with the exception of one time per week service AND the proposer provides a 96-gallon tote to each residential customer. All other requirements under the base proposal (subsection I above) shall remain in effect.

B. Commercial Hand Pick-Up
Alternate 2 provides Commercial Hand Pick-Up service as outlined in the base proposal above with the exception of one time per week service AND the proposer provides a 96-gallon tote to each Commercial Hand Pick-Up customer. All other requirements under the base proposal (subsection I above) shall remain in effect.

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SECTION 4 – STANDARD DEFINITIONS

The City will use the following definitions in instructions to proposers, 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 Proposal** means multiple proposals with substantive variations from the same proposer 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 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.
7. **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.
8. **City** means the City of Port Orange.
9. **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.
10. **Competitive (Formal) Solicitation** is the process of requesting and receiving two or more sealed bids, proposals, statements of qualifications or replies submitted by responsive Proposers in accordance with the terms of a competitive process, regardless of the method of procurement.
11. **Competitive Range** means the responsive submissions that meet the evaluation criteria and are considered to be reasonably susceptible of award.
12. **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.
13. **Contract** is a written agreement or purchase order issued for the purchase of goods or services.
14. **Contractor** means the person, firm or entity selling goods or services to the City under a Contract.
15. **Deliverables** means the goods, products, materials, and/or services to be provided to the City by a Bidder.
16. **DemandStar** is the official online repository for all City competitive solicitations.
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 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 Bidders 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 Proposers 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. **Negotiation Team** is a temporary group of City personnel who are responsible for negotiations as part of an Invitation to Negotiate (ITN).
28. **Negotiator** is a member of the negotiation team.
29. **Non-Professional Services** are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
30. **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.
31. **Pre-Bid/Proposal/Statement/Reply Conference** means a meeting conducted by the Purchasing Office, held in order to allow Proposers to ask questions about the proposed Contract and particularly the Contract specifications with the City department requesting the goods/services.
32. **Price Analysis** is an evaluation of the total cost of a contract in order to determine if the price is reasonable.
33. **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.
34. **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.
35. **Protest** is a formalized process by which respondents have an opportunity to challenge a procurement practice or contract award.
36. **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 Proposer to perform the resultant Contract.
37. **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.
38. **Request for Proposal (RFP)** means a formal request to prospective Proposers requesting qualifications of the Proposer and pricing for a specified Good or Service which has been advertised for Proposal in a newspaper.
39. **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.
40. **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.
41. **Responsible (Proposer)** is a Proposer who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
42. **Responsive (Proposer)** is a Proposer that has submitted a bid, proposal, statement of qualifications, or reply that conforms in all material respects to the solicitation.
43. **Scope** means the extent of the area or subject matter that something deals with or to which it is relevant.
44. **Scope of Work** means a description of the work activities, deliverables, and/or timeline that a Proposer must execute in terms of delivering specific commodities or in performance of contractual services.
45. **Services** include all work or labor performed for the City on an independent contractor basis other than construction.

46. **Solicitation** means a formal request, as applicable, for prospective Proposers to submit responses to an Invitation to Bid, Request for Proposal, Request for Qualifications, Invitation to Negotiate, or a Request for Quotation.
47. **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.
48. **Stakeholder** means an individual, who is not likely to become a Proposer, who has an interest in the commodities/contractual services needed.
49. **Subcontractor** means a person, firm or entity providing goods or services to a Proposer to be used in the performance of the Proposer's obligations under the Contract.
50. **Subject Matter Expert** means a person who has working or expert knowledge about a particular topic or field.
51. **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.
52. **65 or 96-Gallon Tote** – A 65 or 96-gallon garbage container with closable lid and foot bar for use with automated garbage vehicles.
53. **Back-To-Back Complaints** – When two or more complaints are received from same address regarding "missed collection" for same materials (yard debris, garbage, recycling) or other like complaints, within 30-day time period. Example: Resident's recycling missed in February and same resident's recycling missed again in March.
54. **Bulk Wastes** – Large discarded items generated such as pallets, furniture, refrigerators, stoves, carpet and other household appliances.
55. **City Representative** – The City's Representative shall have the responsibility for the day to day administration of the contract. The City Representative is currently the Solid Waste Manager.
56. **Commercial Hand Pick-Up** – Garbage and trash collection service to commercial customers utilizing five (5) cans (32 gallons maximum capacity or 50 lbs. in weight) or a 96-gallon tote. This collection is by manual means, not by mechanical means (dumpster).
57. **Commercial Recycling Collection** – Collection, transportation, and recovery of recyclable materials from participating commercial units. Commercial recycling is accomplished on an open market basis per existing City and County ordinances. Successful proposer must be able to provide commercial recycling to include compactors, dumpsters and totes.
58. **Commercial Trash** – Any and all accumulations of paper, rags, excelsior, wooden, paper or cardboard boxes or containers of sweepings, and any other accumulations not included under the definition of garbage, generated by the operation of stores, offices, and other business places. Commercial trash shall include furniture, appliances, car parts, and all other accumulations not included within the definition of garbage. Commercial trash shall also include all trash placed in public receptacles, on public streets, in parks and playgrounds, and in other public places.
59. **Commercial Unit** – Units not meeting the definition of a residential unit.
60. **Construction and Demolition Debris (C&D)** – Discarded materials generally considered to be not water-soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and including rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction or demolition project site. Mixing of construction and demolition debris with other types of solid waste will cause it to be classified as other than construction and demolition debris. The term also includes clean cardboard, paper, plastic, wood, and metal scraps from a construction project.
61. **Contaminated Loads** – Mixing garbage or commercial trash in with yard waste, construction debris (C&D), and recycling materials in the same container. Contaminated recycling loads are the mixing of approved and unapproved recycling materials.
62. **Contaminated Recyclable Material** – Refers only to recyclable material that is comingled or mixed with solid waste or other nonhazardous material.
63. **Designated Recovery Facility** – Recycling/processing center(s) specifically for the recovery of recyclable materials.

64. **Excluded Waste** – Debris and waste products generated by land clearing, building construction or alteration. Disposal of this type of debris is the responsibility of the generator, not the successful proposer under this scope.
65. **Garbage Receptacle** – Light gauge steel, plastic or galvanized receptacle of a nonabsorbent material, closed at one end and open at the other, furnished with a closely fitted top or lid and handle (s) including waterproof plastic bags of heavy mill construction which can be tightly and securely closed. A receptacle including waste materials shall not exceed thirty-two (32) gallons of capacity or fifty (50) pounds in weight. Residents must provide their own 32-gallon containers unless one of the alternate bids is awarded.
65. **Garbage** – All accumulations of animal, fruit or vegetable matter that attends the preparation, use, cooking and dealing in, or storage of meats, fish, fowl, fruit, vegetables, and any other matter, of any nature whatsoever which is subject to decay, putrefaction and the generation of noxious and offensive gases or odors, or which, during and after decay, may serve as breeding or feeding material for flies and/or other germ carrying insects, bottles, cans, or other food containers which due to their ability to retain water may serve as a breeding place for mosquitoes or other water breeding insects.
66. **Hazardous and Bio-Medical Waste** – Solid waste or a combination of solid wastes, which, because of its quantity, concentration or physical, chemical, or infectious characteristics, may cause or significantly contribute to a potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed.
67. **Household Trash** – Accumulations of waste material from the operation of a home, which is not included within the definition of garbage. Household trash shall include all bulky wastes, yard toys, fencing and building material waste from residential type do-it-yourself projects, but does not include vegetative matter.
68. **Multi-Family Dwelling Units** – Any building containing more than two permanent living units.
69. **Recyclable Materials** – Plastics, newspapers, plastic containers, aluminum cans, steel and tin cans, cardboard, junk mail, phone books, magazines, mixed office paper, cereal/snack boxes and such other materials as mutually agreed upon by the proposer and the Contract Administrator during the term of this Agreement.
70. **Refuse** – All garbage, dead animals, vegetative garden and yard trash, bulky wastes, household trash, commercial trash, construction and demolition debris, and recycling materials.
71. **Residential Centralized Recycling Collection** – Centralized collection, transportation, and recovery of recyclable materials by the proposer from multi-family residential complexes. The two-bin recycling system uses one bin for fiber paper recyclable materials and one bin for co-mingled recyclable materials.
72. **Residential Curbside Recyclables Collection** – Curbside collection, transportation, and recovery of recyclable materials by the proposer from residential units to the vendor of the City's choice. Recycling bins are 2' x 18" and all residents may have up to 3 bins. Proposer provides recycling bins.
73. **Residential Unit** – Single-family dwellings, mobile homes, modular homes, manufactured homes, duplexes and multi-family dwelling units.
74. **Temporary Labor Force** – A person hired through the use of temporary labor vendors, which provides untrained daily labor at a set rate.
75. **Trash** – unless specifically provided to the contrary, the term trash shall include and mean commercial trash, household trash, and garden and yard trash as defined below and recycling trash.
76. **Vegetative Garden and Yard Trash** – Accumulations of grass, palm fronds, leaves, branches, shrubs, vines, trees, tree stumps, and other similar items generated by the maintenance of lawns, shrubs, gardens, and trees.
77. **Volusia County Landfill (Tomoka Landfill)** – The only authorized landfill under this contract. All refuse, except recycling material, must be deposited at the Tomoka Landfill located at 1990 Tomoka Farms Road, Daytona Beach, Florida, 32128.

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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. **ADDENDUM**

When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Proposers should acknowledge all addenda by circling the number of addenda received on the "Proposer 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 Proposer to ensure all addenda have been received prior to submitting a proposal . 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. Proposers 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.

2. **ANTI-COLLUSION STATEMENT**

By submitting this Response to a Formal Solicitation, the Proposer 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, Proposer agrees to abide by all conditions of this Solicitation and certifies that they are authorized to sign this Response for the Proposer. In submitting a Response to the City of Port Orange, the Proposer offers and agrees that if the Response is accepted, the Proposer shall convey, sell, assign or transfer to the City of Port Orange all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Proposer.

3. **APPLICABLE LAWS**

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

4. **ASSIGNMENT**

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

5. AUTHORITY TO CONDUCT BUSINESS IN FLORIDA

A Florida corporation or partnership is required to provide evidence with its response that the Proposer 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 Proposer, 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 Proposer 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 Proposer, 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 business days from the request of the Purchasing Manager.

6. AWARDS

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

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, proposal or quote for purchase of services and goods by the City of Port Orange.

7. AWARD AND EXECUTION OF CONTRACT

The Proposer(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.

8. PROPOSAL RETURNS

Proposers 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 Proposers unopened.

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

10. PROPOSAL TABULATION

Proposers who wish to receive a copy of the 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.

11. 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 Proposer may also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond which will be recorded by the City, at the Proposer's sole cost and expense, with the Clerk of the Circuit Court, Volusia County, Florida, and to enter into a written contract with the City of Port Orange. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirements of Florida law. The City will bill the cost of recording to the contractor. Payment and Performance Bonds shall also be recorded at the Proposer's expense in the Office of the Clerk of the Circuit Court, Volusia County, Florida. All bonds no matter which kind, are advertised in the Solicitation which appears in the newspaper. Unsuccessful Proposers are entitled to the return of their surety where the Purchasing Manager has required such. A successful Proposer shall forfeit any surety required by the Purchasing Manager upon failure on the part of the Proposer to enter into a contract within the time specified after the award of bid.

12. CERTIFICATE OF INSURANCE

If required upon notice of intent to award contract resulting from this solicitation, the selected Proposer 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.

13. 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.

14. 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.

15. 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.

16. CONDUCT OF PROPOSERS

All Proposers or individuals acting on behalf of a Proposer 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 Proposer. All Proposers or individuals acting on behalf of a Proposer 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 Proposer. Until such recommendation is issued in writing, any questions regarding the pending solicitation shall be submitted to the Purchasing Manager. Failure to comply with this procedure shall result in rejection/disqualification of said submittal without exception. Contact with staff, City Council members and the Evaluation Committee during a public meeting shall not be considered a violation of this requirement.

17. 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 Proposers, 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 Proposer 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.

18. CONFLICT OF INTEREST

For purposes of determining any possible conflict of interest, all Proposers must disclose if any City of Port Orange employee is also an owner, corporate officer, or employee of Proposers 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.

19. 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.

20. 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.

21. 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 Proposer. Department heads are NOT authorized to sign contracts for the City of Port Orange. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

22. CONTRACT RENEWALS

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

23. 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, § 5.6-1997; Ord. No. 2004-15, § 4, 7-20-2004)

24. COPYRIGHT AND PATENT RIGHTS

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

25. COST INCURRED BY PROPOSER

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 Proposer. No payment shall be made for any response received, nor for any other effort required of or made by the Proposer prior to commencement of work as defined by the contract approved by the City Council.

26. DEBARMENT HISTORY

The City will consider a Proposer's debarment history information in its review and determination of responsibility. All Proposers 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 Proposer, any parent or subsidiary of the Proposer or any predecessor organization. If the Proposer 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 Proposer'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.

27. DEFAULT PROVISIONS

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

28. DISCLOSURE OF CONFLICTS

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

29. EXCEPTIONS TO REQUIREMENTS

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

based on a review of any attached sales or manufacturer's literature.

30. E-VERIFY

Proposers 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 Proposer 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.

31. FACILITIES

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

32. FAILURE TO RESPOND

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

33. FINANCIAL STABILITY

Proposers 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.

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. 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.

36. GOVERNING LAW

Proposers 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.

37. 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 Proposer/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.

38. HIPAA COMPLIANCE

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

39. INDEMNIFICATION/HOLD HARMLESS

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

40. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful Proposer 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 Proposer under this contract and that the successful Proposer has no authority to bind the City. The Proposer represents itself to be an independent contract or offering such services to the public and shall not represent himself or his employees to be an employee of the City. Therefore, the Proposer 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 Proposer shall further understand that the City cannot save and hold harmless and or indemnify the Proposer and/or the Proposer's employees against any liability incurred or arising as a result of any activity of the Proposer or any activity of the Proposer's employees performed in connection with the Contract.

41. 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 Proposer 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.

42. INSURANCE

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

43. INSURANCE CANCELLATION

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

44. INSURANCE REQUIREMENTS

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

Proposer may use leased employees if the Proposer 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 Proposer using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit.

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

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Standard Insurance Requirements			
	Insurance	**Standards**	**Additional Requirements**
☐ Required	Workers' Compensation 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 (Exhibit A).	Contract Amount Limits 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	Limits: 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.	Limits: Auto Liability Body Injury and Property Damage: $1,000,000 each occurrence $1,000,000 aggregate	
Additional Insurance Requirements			
☐	Property Insurance Builders Risk. Additional Coverage:	Limits: Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If 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 - $ To be determined.	
☐	Contractor Pollution Liability	Limits: Coverage - $1,000,000	
☐	Errors and Omissions	Limits: Coverage - $1,000,000	
☐	Umbrella Policy	Limits: Coverage – $ To be determined.	
☐ Required	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	**City Manager may waive 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.**		

45. 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 Proposer offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Proposers should state any payment discount in the space provided on the proposal form for construction services.

46. IRREVOCABILITY OF RESPONSES

Each Proposer 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 Proposer.

47. LATE SUBMISSIONS, LATE MODIFICATIONS AND LATEWITHDRAWALS

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.

48. 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 Proposer shall not constitute a cognizable defense against the legal effect thereof.

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

49. LICENSES, PERMITS AND TAXES

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

50. LITERATURE (if applicable)

If no brand, model or make is specified, Proposers 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.

51. 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. Request for proposals, qualifications or other qualitative submittal(s). In any ranking conducted pursuant to a request for proposals, qualifications, or other qualitative submittal(s) where the Proposers are rated by a point system, local businesses shall be granted the following preference:

1. Port Orange business shall be granted up to eight (8) percent of the available points.
2. Volusia County business shall be granted up to five (5) percent of the available points.
3. Florida business shall be granted up to three (3) percent of the available points.
4. Tied bid preference. In case of a tie 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.

a) Misrepresentation prohibited; penalty. Any business that misrepresents the local preference status of its firm in a proposal or bid submitted to the city shall lose the privilege to claim preference status and shall lose eligibility to claim local preference status for a period of one year.

b) Local preference not required. This section shall not be deemed to require the granting of a local preference, and nothing herein prohibits the award of a contract to a non- local business where such award is in the public interest.

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.

52. 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.

53. NON-EXCLUSIVITY OF CONTRACT

The selected Proposer 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.

54. 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.

55. 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.

56. 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.

57. PRE-PROPOSAL CONFERENCE

The Purchasing Manager shall determine if a pre-proposal conference is required and provide the date, time and location in the Solicitation legal advertisement and Solicitation requirements. 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-proposal conference is normally non- mandatory. Only Proposers attending a mandatory pre-proposal conference will be eligible to submit a Response. The representative of each Proposer shall be an authorized employee of the Proposer and shall sign in accordingly.

58. POSTPONEMENT / CANCELLATION / WAIVER OFIRREGULARITIES

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.

59. 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 Proposer to submit in order to

prequalify 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.

60. 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 Proposer during the term of contract, and the Proposer shall be held responsible for any damage to the property occurring by reason of his operation on the property.

61. PUBLIC ENTITY CRIMES

In accordance Section 287.133 (2)(a), Florida Statutes: A person or affiliate who has been placed on the convicted Proposer 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 Proposer list.

62. 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 or 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.

63. PUBLIC RECORDS/PUBLIC MEETINGS EXEMPTIONSTATEMENT

Section 119.071(1)(c), Florida Statutes: **Any financial statement that an agency requires a prospective Proposer to submit in order to prequalify 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 Proposers will not be able to procure a copy of their competitor's proposals 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 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 Proposer, or where a Proposer answers questions. In other words, neither Proposers, nor the public will be permitted to sit in on meetings, unless this exemption is waived by the City Council, wherein their competitors are making presentations or discussing their bid or proposal with the committee members. The portions of these meetings must still be recorded and are subject to disclosure at the time of an intended award decision or within 30 days of the bid or proposal opening, whichever is earlier. Portions of the meetings that do not involve presentations, questions and answers, or negotiation strategy or negotiation sessions are still open to the public and competing Proposers, but the new law limits public attendance to portions of such meetings.

64. 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 begiven.

65. RECORDS/AUDIT

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

66. REQUEST FOR ADDITIONAL INFORMATION

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

67. 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.

68. RIGHT OF NEGOTIATION RFP/RFSQ/ITN (N/A for ITBs)

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

69. 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.

70. 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 Proposers shall become the property of the City when received.

71. RULES, REGULATIONS AND LICENSING REQUIREMENT

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

72. 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.

73. 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.

74. 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.

75. SIGNED RESPONSE CONSIDERED AN OFFER

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

76. SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES

Unless otherwise specified, Proposer 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 Proposer's authorized representative. Responses containing erasures or corrections must be initialed by the Proposer 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: Michael Hall, 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. . 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 Proposer and will not be opened.

Proposals (Envelope/Package) shall contain one (1) original and one (1) digital (D or flash drive) PDF 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 project name, proposal number and name of the Proposer.

77. 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 Proposer shall have met the license, certification, and any other requirements of the state, county, city and/or other agency of authority with jurisdiction in such matters and should provide copies of documentation that evidence such qualifications with the response to the Solicitation; and, that the Proposer shall provide follow-up evidence that the Proposer maintains such credentials throughout the period of the agreement. A copy of a current certificate of authority from the Secretary of State authorizing the Proposer/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.

78. SUBCONTRACTING

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

79. 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.

80. TERMINATION

The City of Port Orange reserves the right to terminate the contract for default if the Proposer breaches any of the terms therein, including warranties of the Proposer or if the Proposer becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the City of Port Orange may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to the City's satisfaction and/or to meet all other obligations and requirements. The City may cancel the

Contract at any time for breach of contractual obligations by providing the Proposer with a written notice of such cancellation. Should the City exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Proposer.

81. TERMINATION NOTICE

Either party may cancel the contract at any time after award, unless otherwise specified. The City shall be required to give the Proposer notice thirty (30) days prior to the date of cancellation of the contract. The Proposer shall be required to give the City written notice sixty (60) 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.

82. USE OF SOLICITATION FORMS

The Proposer 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 Proposer's Acknowledgement Form contained in each Solicitation.

83. VARIANCES

For purposes of Response evaluation, Proposers must indicate any variances, no matter how slight, contained in the Response. No variations or exceptions by a Proposer 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.

84. 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 Proposers, 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)

SECTION 6 – SUPPLEMENTAL TERMS AND CONDITIONS

1. Duration of Contract, Commencement of Work

The City of Port Orange is requesting proposals for an initial **five (5) year and six (6) months contract term** commencing on **May 1, 2021** and terminating on **September 30, 2**026 with the option of one- 5-year renewal term. The time between May 1, 2021 and October 31, 2021, is intended to provide the Contractor with sufficient time to implement a Transition Plan, providing for an orderly, coordinated change of service providers; notice to customers of any change in service or schedule, obtain all necessary resources and prepare efficient collection routes. The Contractor shall be responsible for the provision of all residential collection services beginning Nov 1, 2021. The contract is for collection only as outlined below. The City of Port Orange pays all tipping fees. The City Manager or his/her designee will perform monitoring of service.

2. Guarantee of Performance – Surety Bond

Upon award of the contract, the bidder shall provide the City with a Performance and Guarantee Bond in the amount equal to (100%) of the total annual contract cost as a guarantee to the City of faithful performance under the terms of this contract. This performance bond shall be written by a company with a Class 9, A, or higher financial rating as shown in Best's Key Rating Guide. A letter of credit may be used in lieu of the $250,000.00 Bid Bond or the Performance Bond in the amount of 100% of the total annual contract cost. The Performance Bond Form is included in the bid package. The Performance Bond or any proposed alternate surety is to be reviewed and approved by the City Attorney prior to being recorded at the Volusia County Clerk of Court.

3. Proposer as Independent Contractor

It is expressly agreed and understood that the proposer is, in all respects, and Independent Contractor as to the work notwithstanding. In certain respects, the proposer is bound to follow the direction of designated City officials however the proposer is in no respect an agent, servant, or employee of the City. The contract specifies the work to be done by the proposer, but the method to be employed to accomplish this work shall be the responsibility of the proposer, unless otherwise provided in the contract.

4. Subcontracting and Assignment

The contract or any portion thereof shall not be subcontracted except with the prior written consent of the City, which may be withheld, for any reason or for no reason. This contract is not assignable or transferable without the prior written consent of the City. In addition, the City shall have the right not to approve an assignment or subcontract, to terminate the contract and receive a lump sum payment of **FIVE HUNDRED THOUSAND DOLLARS ($500,000.00)** from the proposer or the proposer's surety obligated on the performance and guarantee bond to be paid within ten (10) days of the City Council's decision. An assignment of the contract will occur upon a transfer of the ownership of a majority of the outstanding stock of the proposer, in one or a series of transactions, a transfer of all or substantially the entire proposer's assets or a transfer of this contract. This termination provision does not apply to a change in the name of the proposer, as long as there is no change in the ownership.

5. Supervision of Contract Performance

The City's Representative shall supervise the proposer's performance of this contract. If at any time during the life of the contract, performance is unsatisfactory to the City, the proposer, upon notification by the City, shall increase the force, tools and equipment, within three (3) days of said notice, as needed to properly perform this contract. The failure of the City to give such notification shall not relieve proposer of his obligation to perform the work at the time and the manner specified by this contract.

6. Inspection of Work

The contractor's performance of this agreement shall be supervised by the City's Representative. The contractor shall provide the City's Representative with every reasonable opportunity to ascertain whether or not the work, as performed is in accordance with the requirements of this agreement. The contractor shall designate, in writing, a person to serve as liaison between the contractor and the City.

7. Disagreements
It is recognized that disagreements may arise between the City and the contractor with regard to the collection of certain items due to interpretation of the specific language in the contract. In the event disagreements arise and refuse needs to be collected and disposed of, the City may notify the contractor of the location of refuse and it shall be the duty of the contractor to remove all such refuse within two (2) days of the notice. Should the contractor fail to remove the refuse, the City will remove the refuse and the City shall deduct costs incurred from the next scheduled payment.

8. Schedule of Payments
The contractor shall prepare the invoice and submit to the City any documentation of additional charges reflected on the invoice. Invoices will be paid by the City within 45 days after approval by the City's Representative.

9. City Manager to be Referee
To prevent misunderstandings and any litigation, the City Manager shall decide any and all questions that may arise concerning the quality and acceptability of the work and services performed, the sufficiency of performance, and the interpretation of the contract provisions and the acceptable fulfillment of the contract on the part of the bidder. The City Manager will also determine whether or not the amount, quantity, character and quality of the work performed is satisfactory, and said determination shall be final, conclusive and binding upon both the City and the bidder. The City Manager shall make such explanation as may be necessary to complete, explain or make definite the provisions of this contract; and his findings and conclusions shall be final and binding upon both parties.

10. Operation During Dispute
In the event the City has not cancelled the contract in accordance with the terms provided herein, after City Manager acting as Referee, as set forth in Section VII, hereinabove, and there remains a dispute between the proposer and the City, then proposer agrees to continue to operate and perform under the terms of this contract according to the City's interpretation while said dispute is pending, and agrees that in the event a suit is filed for injunction or other relief to continue to operate the system according to the City's interpretation until the final adjudication of the court.

11. Cooperation Required
The contractor shall cooperate with authorized representatives of the City in every reasonable way in order to facilitate the progress of the work contemplated under this contract. The contractor shall assign a supervisor to work in the City during all hours of operation in the City limits. The supervisor shall be available to the City's representative at all times during normal working hours.

12. Handling Complaints
The contractor shall perform a service of high quality and keep the number of legitimate complaints to a minimum. The contractor shall maintain a telephone listing in the name in of the business and provide answering service for those customers during collection hours Monday through Saturday.

a. All requests and complaints shall be logged to indicate the name and address of the complainant, the nature of the request or complaint, and disposition of the request or complaint. All requests or complaints, whether received in person, by mail or telephone, shall be recorded in an electronic filing system. All requests or complaints received by the contractor's personnel shall be recorded in an electronic filing system and reports submitted to the City's representative by 9:30 AM & 2:30 PM of each workday with an explanation of action taken to resolve.

b. Complaints received before 12:00 noon shall be serviced before 5:00p.m. the same day; complaints received after 12:00 noon shall be serviced by 12:00 noon the following day. However, complaints received on Fridays, regardless of time received, must be serviced by 4:30 p.m. on the same day. For each month in which the number of unresolved, legitimate complaints, whether related to garbage, recycling, yard debris collection or

any other cause, reaches ten (10) or more, the City shall be entitled to claim liquidated damages of three hundred dollars ($300.00) per complaint. Each complaint shall be considered legitimate unless satisfactory disposition of the claim is furnished within the time limit specified in this paragraph.

c. Any accidents or property damage within the City limits shall be reported to the City's representative within twelve (12) hours of accident or property damage. The contractor shall also provide a follow up report of action taken after each accident or property damage incident.

13. Liquidated Damages

Should the proposer fail to perform in accordance with the provisions of this Contract and/or refuse to pay liquidated damages upon receipt of notice from the City, the City shall, in addition to the amounts provided in other provisions of this contract, be entitled to claim against the performance bond of the proposer or deduct from the next regularly scheduled payment to the proposer, the following amounts, not as a penalty, but as liquidated damages for such breach of contract:

Legitimate complaints, ten (10) or	$300 per incident incl. first 10 more per month.
Failure to resolve complaint by	$100.00 each day unresolved scheduled date and time on log.
Back-to-back complaints monthly	$100.00 per incident
Collection of Commercial, Residential Solid Waste and/or recyclables before 7:00 AM or after 7:00 PM	$300 per incident
Co-mingling solid waste with vegetative waste, recyclable materials, c & d materials or other waste material.	$500 per incident
Failure to clean up spillage in accordance with contract provisions.	$150 per incident
Failure to replace damaged container within seven days, two days for residential.	$300 per incident
Failure to return containers or garbage receptacles to original location.	$25 per incident
Failure to repair damage to public or private customers property within seven (7) days.	$200 per incident
Failure to provide clean, safe and sanitary equipment at beginning of work schedule.	$200 per incident
Failure to maintain office hours as required with authorized, trained personnel.	$250 per day

Equipment Operator not properly licensed.	$500 per incident
Failure to provide documents, reports, or any request for information in a timely and accurate manner.	$100 per day
Failure to cover materials, if appropriate, on collection vehicles.	$250 per incident
Name and phone number not displayed on equipment or containers.	$100 per incident
Failure to comply with employee roster and proper uniforms.	$150 per incident
Not providing current schedule and route maps annually.	$200 per incident
Using improper equipment to service commercial or residential customers.	$50 per incident
Failure to respond to complaints and customer calls in a timely and appropriate manner.	$200 per incident
Failure to complete a route on the regular collection day.	$250 for each route per day not complete
Failure to provide proper notification prior to Residential route changes.	$500 per incident
Failure to follow established reporting operation or administrative procedures.	$150 per incident
Use of temporary labor personnel.	$250 per man/per day
Use of contract dedicated, primary collection vehicles outside corporate limits of the City.	$500 each occurrence
Vehicles interfering with traffic or left unattended on the street.	$250 each occurrence
Failure to separate recycling resulting in a co-mingled load ticket from recycling center.	$500 each load

Failure to have recycle bins in stock and available for pick-up by residents.	$500 per day

For clarification purposes, “Per Incident” is defined as each time the incident occurs.

14. Customer and Operational Information

a. The proposer shall provide monthly reports to the City Representative regarding the tonnage of refuse by type (garbage, recycling, and yard debris) collected within the City by route per day.

b. All monthly reports shall be submitted to the City’s representative no later than the 10th day of each month. Additional reports may be required throughout the contract period and each will be scheduled with a due date.

[Remainder of this page left intentionally blank]

SECTION 7 – PROPOSAL SUBMITTAL & REQUIREMENTS

Proposals shall include all of the information solicited in this RFP, and any additional data that the respondent deems pertinent to the understanding and evaluation of the proposal. The respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited.

Submittal of a proposal shall constitute the Proposer's agreement and intent to follow and adhere to all statements, offerings and monetary incentives contained within this proposal.

The sections of the submitted Proposals that will be scored during the evaluation process are identified with the maximum attainable points. Additional areas used for awarding evaluation points are addressed in "Section 8 – Evaluation of Proposals."

In conjunction with other material and information requested in the RFP, all Proposers responding to this solicitation shall provide one (1) original, and one (1) identical digital version in pdf format on CD or USB flash/thumb drive. The digital version **must** be an identical copy of the fully signed original submission. All required attachments are to be in 8 ½" by 11" format, clearly legible, tabbed and bound in the following order:

TABLE OF CONTENTS

The Table of Contents should outline in sequential order the areas of submittal. All pages, including enclosures, must be clearly and consecutively labeled and/or numbered and correspond to the Table of Contents.

STATEMENT OF INTEREST

The responding firm will provide a letter, on letterhead, not exceeding two (2) pages, which serves as a statement of interest and introduction to the submittal. The Statement of Interest shall show the RFP number and title. This letter must be signed by the person authorized to bind the firm, company, or corporate entity. The Statement of Interest should also include the name and contact information of a customer contract manager who will serve as the main point of contact for all issues related to the services performed under the scope of this RFP.

EXECUTIVE SUMMARY

Provide a brief overview of your firm's qualifications and capacity to meet all requirements of the scope of services associated with the bid. Include a technical understanding of the proposal and include the background and experience of the respondent in providing similar services elsewhere, including the level of experience in working with municipalities and/or other governmental bodies of similar size, and the quality of services performed, either for the City or for other municipal sector clients.

COMPANY HISTORY, QUALIFICATIONS, ABILITY, and CAPACITY

- Legal name and principal office address.
- Telephone number and e-mail address.
- State of incorporation of the entity.
- List of names and addresses of the primary owners/board members.
- Name of agent who is authorized to negotiate with the City of Port Orange.
- List of currently or previously performed projects of similar work.
- Provide a summary of qualification and experience of providing installation, configuration, maintenance of facility security, access control, and surveillance cameras.

PROJECT MANAGEMENT PLAN

Provide work plan, including staffing plan and equipment list, to perform the required services outline in the scope of work. The Project Management Plan shall include the outline of the transition plan to implement the service with minimal disruption of service quality; including but not limited to explanation of educational processes for residents and distribution of new dumpsters and/or cans (if the vendor supplied residential can option is selected). The Project Management Plan shall include an overview of equipment maintenance, container maintenance, and safety performance.

Include the quality and effectiveness of your customer service plan; the background, qualifications, and relevant experience of individuals designated to provide services defined in the scope of service (Liaison, Managers, and Supervisors that will be assigned to this contract). The Plan shall include examples of how Contractor has overcome difficulties and obstacles.

TRANSITION PLAN

Proposer shall describe its proposed strategies to ensure a smooth transition from current contractor to the successful submitter. The proposed transition plan is of critical importance to the City. The Proposer shall be responsible for the removal and delivery of new containers, roll-offs, etc. as required by a transition. The Proposer shall provide a facility whereby previous franchisee's containers, roll-offs, etc. will be stored during the transition. The Proposer shall be responsible for initial delivery to the proposed storage site or a site to be identified by the previous franchisee. Upon delivery to the storage location, the previous franchisee shall be responsible for removal and transportation of said container, roll-off, etc. at their sole expense. In the transition plan, Proposer must describe the following:

- Proposed transition plan must meet or exceed the current level of service for solid waste and recycling services currently provided.
- Individual or group of individuals that will oversee the execution of the transition plan.
- Proposed approach including equipment, personnel, and schedule, for delivering containers to residents.
- Describe how the delivery of carts, dumpsters and roll-offs will be conducted in coordination with removal or use of existing carts, dumpsters and roll-offs.
- Overall schedule for the transition.

BUSINESS LICENSES/SUNBIZ

- Include copy of license to do business in the State of Florida or Sunbiz report showing your company registered as "Active." or appropriate qualified commercial entity licensed in the area specified in the scope of work
- Include a copy of any and all professional licenses and certifications as required to perform the services described herein and of the professional licenses for each team member.

FINANCIAL STABILITY/LITIGATION and DEBARMENT HISTORY

- All Respondents 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.
- It is essential that the Proposer clearly demonstrates the financial ability to reliably deliver services. This Tab shall contain information on the nature and magnitude of any litigation or proceeding whereby, during the past five (5) years, a court or any administrative agency has ruled against the firm in any matter related to the professional activities of the firm.

  This shall include any class actions within your company where named, industry investigations by the Attorney General, in addition to individual cases.

- This Tab shall contain information on the nature and magnitude of any debarment or proceeding during the past five (5) years against the firm in any matter related to the professional activities of the firm.
- This shall include any debarment actions against your company by the City or other public entity.
- Respondent must indicate whether any contract awarded by another government agency has been terminated in default or convenience.
- Respondent has a continuing duty to inform the City of any new claims filed against the Respondent.
- A copy of the most recent external peer review report and any letter of comment.

PROPOSAL COST

Total cost to provide all tasks of this proposal.

CORPORATE OVERVIEW AND REFERENCES

Provide general information on your firm history in the industry; provide a list of no less than three (3) references, including full contact information and contact persons illustrating a minimum of five (5) years' relevant service that are the same or similar to the magnitude of the bid. Detailed financial statement shall be prepared upon request.

Include all required City of Port Orange forms. **FAILURE TO PROVIDE ALL INFORMATION** listed on each form may result in the rejection of your proposal or a reduction in evaluation points. Required forms include:

- Provide a minimum of three (3) and a maximum of five (5) Client References **(DO NOT INCLUDE THE CITY OF PORT ORANGE AS REFERENCES)** within the last five (5) years for the services described in this RFP. Include the name and type of entity, the contact name, email address and telephone number of the public officer in charge of the contract, and the years in which the services have been provided.

***The information provided under this tab, must be current and the City must be able to contact references for verification as part of the evaluation process.**

- All reference contact information MUST be verified as current by the Proposer prior to submittal. References which cannot be verified using the provided contact information will receive no points under the evaluation criteria.
- Below is a sample of the verification questions that may be used:

1. Did they meet the terms of the contract?
2. Was the project completed on time and within budget?
3. Did they respond in a timely manner to calls, requests, etc.?
4. Did they provide adequate staff to take care of the needs of your company/agency?
5. In your previous projects, were there any change orders? If so, how many?

REQUIRED FORMS

Include all required City of Port Orange forms. **FAILURE TO PROVIDE ALL INFORMATION** listed on each form may result in the rejection of your proposal or a reduction in evaluation points. Required forms include:

Form 9.1 Proposal Submittal Checklist

Form 9.2 Proposer's Acknowledgement Form

Form 9.3 Addendum and Change Order Procedure Acknowledgement Form

Form 9.4 Drug-Free Preference Statement

Form 9.5 Sworn Statement on Public Entity Crimes

Form 9.6 Affidavit of Anti-Collusion Form

(Continued on the next page)

Form 9.7 Statement of Qualifications
Form 9.8 Professional References for Previous Experience
Form 9.9 Local Business Affidavit of Eligibility
Schedule of Unit Pricing Sheet

[Remainder of this page left intentionally blank]

SECTION 8 – EVALUATION OF PROPOSALS

EVALUATION CRITERIA

Firms submitting the required criteria will have their proposals evaluated and scored for quality of response, qualifications, experience, including implementation and cost. The following represents the principal selection criteria, which will be considered during the evaluation process. Criteria will be weighted based on 100% of total value. Category Scores listed below are the maximum number of points to be awarded per each evaluator.

Section 1 – Executive Summary (Maximum – 15 points)
Provide a brief overview of your firm's qualifications and capacity to meet all requirements of the scope of services associated with the bid. Include a technical understanding of the proposal and include the background and experience of the respondent in providing similar services elsewhere, including the level of experience in working with municipalities and/or other governmental bodies of similar size, and the quality of services performed, either for the City or for other municipal sector clients.

Section 2 – Project Management Plan (Maximum – 25 points)
Provide work plan, including staffing plan and equipment list, to perform the required services outline in the scope of work. The Project Management Plan shall include the outline of the transition plan to implement the service with minimal disruption of service quality; including but not limited to explanation of educational processes for residents and distribution of new dumpsters and/or cans (if the vendor supplied residential can option is selected). The Project Management Plan shall include an overview of equipment maintenance, container maintenance, and safety performance.

Include the quality and effectiveness of your customer service plan; the background, qualifications, and relevant experience of individuals designated to provide services defined in the scope of service (Liaison, Managers, and Supervisors that will be assigned to this contract). The Plan shall include examples of how Contractor has overcome difficulties and obstacles.

Section 3– Proposal Cost (Maximum – 40 points)
Total cost to provide all tasks of this bid.

Section 4 – Corporate Overview and References (Maximum – 20 points)
Provide general information on your firm history in the industry; provide a list of no less than three (3) references, including full contact information and contact persons illustrating a minimum of five (5) years' relevant service that are the same or similar to the magnitude of the bid. Detailed financial statement shall be prepared upon request.

EVALUATION CRITERIA FOR WRITTEN PROPOSALS	**CATEGORY SCORE**
EXECUTIVE SUMMARY	***(15 points)***
PROJECT MANAGEMENT PLAN	***(25 points)***
PROPOSAL COST	***(40 points)***
CORPORATE OVERVIEW AND REFERENCES	***(20 points)***
Total Maximum Points	***(100 points)***

BONUS POINTS: Local Preference per Ordinance Sec. 2-275

- *Port Orange Business eight percent of available points (8 points)*
- *Volusia County Business five percent of available points (5 points)*
- *Florida Business three percent of available points (3 points)*

Please note that prices may be negotiated in the best interest of the City after the scoring is completed.

RFP EVALUATION SCHEDULE

Refer to the Timeline in Section 2 of the RFP document regarding proposed evaluation date(s) and time(s). *The City reserves the right to alter dates as needed.*

EVALUATION PROCEDURE

The Evaluation Committee is comprised of City staff and **may** include City Council Member who will evaluate, and rank proposals based on a weighted score point formula. All interested professionals are hereby cautioned **not** to contact any staff or Council member of the City of Port Orange, or any member of the Evaluation Committee. Any and all questions should be made through the Purchasing Manager and any attempts to lobby or persuade through any other channels may result in disqualification.

All proposals will be subject to a review and evaluation process. It is the intent of the City that all Proposers responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible proposals received in its evaluation and award process. The committee may choose to conduct an oral interview with each finalist.

The City's evaluation criteria, as identified above, for written proposals will include consideration of, but will not be limited to the following:

1. Responsiveness of the proposal related to the Scope of Services;
2. The ability, capability and skill of the Proposer to perform the contract, including the range of services offered.
3. Whether the provider can perform the contract within the time specified without delay or interference.
4. The quality, availability and adaptability of the supplies or contractual services to the particular use required;
5. The character, integrity, reputation, judgment, experience and efficiency of the Proposer;
6. Professional licensure required when service of a skilled nature is required by law to perform such service and/or skill;
7. The quality of performance of previous contracts;
8. The number and scope of conditions attached to the bid or proposal;
9. Responsiveness of client references;
10. Net costs.
11. Local preference policy (if applicable)

The City's Purchasing Division will establish the schedule and Proposers will be notified via www.demandstar.com at least five (5) calendar days in advance of the date, time and place of the presentations.

FINAL RANKING AND RECOMMENDATION FOR AWARD

The Evaluation Committee will score in accordance with the Evaluation Criteria to determine a final ranking of Proposers considered to be most capable of performing the required services in the best interest of the City.
The Evaluation Committee's final ranking will be provided to the Purchasing Manager to read aloud. The City's Project Manager will provide a notice of intent to award to the Purchasing Manager. The intent to award will be posted on www.demandstar.com The City project manager will create an agenda item recommending award to the City Council. City Council's decision will be final.

SECTION 9 – REQUIRED FORMS

FORM 9.1 – PROPOSAL SUBMITTAL CHECKLIST

_____Form 9.2 – Proposer's Acknowledgement

_____Form 9.3 – Addendum and Change Order Procedure Acknowledgement

_____Form 9.4 – Drug Free Preference Statement

_____Form 9.5 – Public Entity Crimes Statement

_____ Form 9.6 – Affidavit of Anti-Collusion

_____ Form 9.7– Statement of Qualifications

_____Form 9.8 – Professional References for Previous Experience

_____Form 9.9 – Local Business Affidavit of Eligibility

_____Bid Bond

_____ Copy of License (Contractor, Sunbiz, etc.)

_____ Submission of one (1) original marked "ORIGINAL" and one (1) digital (CD or flash drive) version in PDF format.

BY: _____

Name of Business

_____

Authorized Signature

_____

Date

This document must be completed and returned with your Submittal

FORM 9.2 – PROPOSER'S ACKNOWLEDGEMENT FORM

I have carefully examined the Request for Proposals (RFP), Instructions to Proposers, 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 Request for Statement of Qualifications at the prices or rates as finally negotiated. I agree that my Proposal 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 Proposal. Furthermore, I agree to Proposal by all conditions of the Request for Proposals.

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

I further certify that this Proposal is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Proposal for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Proposer interested in said RFP; and that the undersigned executed this Proposer'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 RFP.

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 Proposal non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE PROPOSAL IS SUBMITTED:

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

_____

_____

_____ _____
NAME OF BUSINESS MAILING ADDRESS

_____ _____
AUTHORIZED SIGNATURE CITY, STATE & ZIP CODE

_____ _____
NAME, TITLE, TYPED TELEPHO NE NUMBER / FAX NUMBER

_____ _____
FEDERAL IDENTIFICATION # E-MAIL ADDRESS

STATE OF_____COUNTY OF _____

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

My Commission Expires: _____
Notary Public

This document must be completed and returned with your Submittal

FORM 9.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Request for Proposals (RFP), Instructions to Proposers, General and/ or Special Conditions, Specifications, and any other documents accompanying or made a part of this Request for Statement of Qualifications.

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 Proposal form.

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:

* *

_____
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 9.4 – DRUG-FREE PREFERENCE STATEMENT

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 take n 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 Proposal 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 Proposal, 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 soconvicted.

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:_____

STATE OF _____ Printed Name: _____

COUNTY OF_____ Title: _____

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 9.5 – 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 Proposer 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 9.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT PROPOSAL FORM:

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

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

IT IS AGREED BY THE UNDERSIGNED PROPOSER THAT THE SIGNING AND DELIVERY OF THE PROPOSAL REPRESENTS THE PROPOSER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE PROPOSERS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: _____

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

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY:_____STATE:_____ZIP CODE: _____

TELEPHONE:_____ FAX: _____

COMPLETIONTIME:_____

F.E.I.N. NUMBER: _____

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

NO PROPOSAL(REASON): _____

_____

This document must be completed and returned with your Submittal

FORM 9.7 – STATEMENT OF QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 9.7 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 Proposer.
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 Qualifications.

_____
Name of Business
By:_____
Printed Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

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

[Notary: Please select one]
is personally known to me or
has produced as identification.

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

This document must be completed and returned with your Submittal

FORM 9.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

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

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

(Do not include the City of Port Orange)

1. Company Name: _____

   Contact Person: _____

   City, State: _____

   Telephone Number: _____

   Email Address: _____

   Description of goods or

   Services provided: _____

   Contract Amount: _____

   Start/End Date of Contract: _____

2. Company Name: _____

   Contact Person: _____

   City, State: _____

   Telephone Number: _____

   Email Address: _____

   Description of goods or

   Services provided: _____

   Contract Amount: _____

   Start/End Date of Contract: _____

3. Company Name: _____

   Contact Person: _____

   City, State: _____

   Telephone Number: _____

   Email Address: _____

   Description of goods or

   Services provided: _____

   Contract Amount: _____

   Start/End Date of Contract: _____

This document must be completed and returned with your Submittal.

(Form 9.8 – Professional References for Previous Experience Page 2)

LISTING OF PREVIOUS EXPERIENCE

Commercial Client List

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

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

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

This document must be completed and returned with your Submittal.

FORM 9.9 – 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: Facility, or Franchise

And within Legal Boundaries: Port Orange Volusia County of

Florida FEIN *(Federal Employer Identification Number)*:_____

BUISINESS STRUCTURE: Corporation Partnership Proprietorship

Other (Specify): _____

PHONE NUMBER:_____ FAX: _____

EMAIL: _____

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

ATTESTATION – I understand that:

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

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 _____

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:

This document must be completed and returned with your Submittal

ATTACHMENT 1 – PROPOSAL FORM

"ATTACHMENT 1" SCHEDULE OF UNIT PRICING

PROPOSAL FORM

CITY OF PORT ORANGE

RFP 21-01

Solid Waste Collection Services

Completed "Attachment 1" Schedule of Unit Pricing Bid form MUST be included with Request For Proposal 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 - PART A	Quantity of Customers	Monthly Cost Per Customer	EXTENDED AMOUNT
1	Residential Hand Pick-Up, Twice Per Week, Includes Bulk Pick-Up and Once Per Week Yard Waste Collection	24,195	$ -	$0
2	Residential Curbside Recycling, One Time Per Week	24,195	$ -	$0
3	Commercial Hand Pick-Up Twice Per Week, Includes Bulk Pick-Up and Once Per Week Yard Waste Collection	301	$ -	$0
			TOTAL BASE BID (Part A):	$0

This document must be completed and returned with your Submittal

ATTACHMENT 1 – PROPOSAL FORM

"ATTACHMENT 1" SCHEDULE OF UNIT PRICING
PROPOSAL FORM
CITY OF PORT ORANGE
RFP 21-01
Solid Waste Collection Services

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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 - PART B	Quantity of Customers	Monthly Cost per Customer	EXTENDED AMOUNT
1	2 yd dumpster 1x per week	97	$ -	$0
2	2 yd dumpster 2x per week	34	$ -	$0
3	2 yd dumpster 3x per week	11	$ -	$0
4	2 yd dumpster 4x per week	0	$ -	$0
5	2 yd dumpster 5x per week	0	$ -	$0
6	2 yd dumpster 6x per week	1	$ -	$0
7	2 yd dumpster 7x per week	0	$ -	$0
8	4 yd dumpster 1x per week	80	$ -	$0
9	4 yd dumpster 2x per week	45	$ -	$0
10	4 yd dumpster 3x per week	23	$ -	$0
11	4 yd dumpster 4x per week	7	$ -	$0
12	4 yd dumpster 5x per week	2	$ -	$0
13	4 yd dumpster 6x per week	2	$ -	$0
14	4 yd dumpster 7x per week	1	$ -	$0
15	6 yd dumpster 1x per week	25	$ -	$0
16	6 yd dumpster 2x per week	39	$ -	$0
17	6 yd dumpster 3x per week	36	$ -	$0
18	6 yd dumpster 4x per week	2	$ -	$0
19	6 yd dumpster 5x per week	2	$ -	$0
20	6 yd dumpster 6x per week	1	$ -	$0
21	6 yd dumpster 7x per week	0	$ -	$0
22	8 yd dumpster 1x per week	15	$ -	$0
23	8 yd dumpster 2x per week	52	$ -	$0
24	8 yd dumpster 3x per week	28	$ -	$0
25	8 yd dumpster 4x per week	12	$ -	$0
26	8 yd dumpster 5x per week	2	$ -	$0
27	8 yd dumpster 6x per week	2	$ -	$0
28	8 yd dumpster 7x per week	1	$ -	$0
			TOTAL BASE BID (Part B):	$0

	DESCRIPTION - PART B	Unit Cost
1	extra pick up 2 yd dumpster	$ -
2	extra pick up 4 yd dumpster	$ -
3	extra pick up 6 yd dumpster	$ -
4	extra pick up 8 yd dumpster	$ -
5	flat rate pick up, cu yd	$ -

This document must be completed and returned with your Submittal

ATTACHMENT 1 – PROPOSAL FORM

"ATTACHMENT 1" SCHEDULE OF UNIT PRICING

PROPOSAL FORM

CITY OF PORT ORANGE

RFP 21-01

Solid Waste Collection Services

Completed "Attachment 1" Schedule of Unit Pricing Bid form MUST be included with Request For Proposal 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 - PART A Alternate 1 - Once Per Week - Customer Provided Container	Quantity of Customers	Monthly Cost Per Customer	EXTENDED AMOUNT
1	Residential Hand Pick-Up, Twice Per Week, Includes Bulk Pick-Up and Once Per Week Yard Waste Collection	24,195	$ -	$0
2	Residential Curbside Recycling, One Time Per Week	24,195	$ -	$0
3	Commercial Hand Pick-Up Twice Per Week, Includes Bulk Pick-Up and Once Per Week Yard Waste Collection	301	$ -	$0
			TOTAL BASE BID (Part A, Alt 1):	$0

This document must be completed and returned with your Submittal

ATTACHMENT 1 – PROPOSAL FORM

"ATTACHMENT 1" SCHEDULE OF UNIT PRICING

PROPOSAL FORM

CITY OF PORT ORANGE

RFP 21-01

Solid Waste Collection Services

Completed "Attachment 1" Schedule of Unit Pricing Bid form MUST be included with Request For Proposal 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 - PART A Alternate 2 - Once Per Week - Vendor Provided Container	Quantity of Customers	Monthly Cost Per Customer	EXTENDED AMOUNT
1	Residential Hand Pick-Up, Twice Per Week, Includes Bulk Pick-Up and Once Per Week Yard Waste Collection	24,195	$ -	$0
2	Residential Curbside Recycling, One Time Per Week	24,195	$ -	$0
3	Commercial Hand Pick-Up Twice Per Week, Includes Bulk Pick-Up and Once Per Week Yard Waste Collection	301	$ -	$0
			TOTAL BASE BID (Part A, Alt 2):	$0

This document must be completed and returned with your Submittal

AFFIDAVIT REGARDING WORKERS' COMPENSATION

IMPORTANT

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

State of _____

County of _____

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

WITNESS:

By: _____

Name: _____

CONTRACTOR:

Company:_____

By: _____

Name/Title: _____

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:

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 circumstanceschange.**

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. BestRating 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 ofcarrier.

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.

NameofContractor: _____

SignatureofOwner/Officer:_____

Title:_____Date: _____

BID BOND

BID BOND

Bond No.:

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

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

Project Name / Bid No.:

Project Address:

Legal Description:

Description of Work:

NOW, THEREFORE,

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

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

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

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

PRINCIPAL:

_____
Signature

_____
Corporate Officer & Title

ATTEST:

_____
Signature

_____
Corporate Secretary (Affix Corporate Seal)

WITNESSESS:

_____

_____

SURETY:

_____
Attorney-in-Fact (signature)

_____
Name & Title

_____
Name of Local Resident Agent

_____
City, State, Zip

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

ATTEST:

_____
Signature

_____
Corporate Secretary (Affix Corporate Seal)

STATE OF _____
COUNTY OF _____

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

_____
Signature of Affiant

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

_____
NOTARY PUBLIC – STATE OF
Type or print name: _____
Commission No.: _____
Commission Expires: _____
(Seal)

END OF BID BOND

This document must be completed and returned with your Submittal

PERFORMANCE & PAYMENT BOND

RETURN RECORDED DOCUMENT TO:
City Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

_____
Name of Project

City Project No._____
Bond No._____

Space Reserved for Recording Data

COMBINATION PAYMENT AND PERFORMANCE BOND FOR PUBLIC CONSTRUCTION

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

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

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain _____ having an effective date of _____, entered into by and between the Principal and the City, for _____, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and

3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

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

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

FOR INFORMATIONAL PURPOSES ONLY

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

Attest:

_____
(Name of Principal)

_____
(As to Corporate Principal) Secretary

By:_____
Name/Title:_____

_____
(Witness to Principal)

(Corporate Seal)

_____
(Surety)

_____
(Witness to Surety)

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

(Corporate Seal)

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

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

FOR INFORMATIONAL PURPOSES ONLY

End of Solicitation Documents

CITY OF PORT ORANGE
PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5740
purchdiv@port-orange.org

ADDENDUM NO. # 1
December 29, 2020
RFP# 21-01 Solid Waste Collection Services

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

A. **CLARIFICATIONS:**
N/A

B. **CHANGES TO SPECIFICATIONS:**
The Due Date and Time has been changed to January 15, 2021 at 2:30 PM
in lieu of January 4, 2021 at 2:30 PM

C. **QUESTIONS AND ANSWERS:**

1. Can you please confirm whether the Bid Bond is 5% of the proposed bid, or $250,000?
   Answer: A Bid Bond in the amount of $250,000 as stated on page 48 is acceptable.

2. Could the City provide tonnage reports, by day and by truck identification or load identification for the entire 2019 & 2020, for each waste stream that is tracked (Garbage, Recycling, Yard Waste, Commercial & Construction & Debris)?
   Answer: See attachments labeled Solid Waste Breakdown or Recycling Breakdown

3. Does the City have disposal tonnages for the City Facility locations?
   Answer: We do not keep separate tonnage reports for City Facilities.

4. Does the City have the number of collections of dead fowl, reptile and fish that it performed during 2019 & 2020?
   Answer: The number of dead animals picked up for 2019 is 85 & 2020 is 65 to date.

5. Does the City have the number of tires & batteries that were disposed of in 2019 & 2020 through curbside collections?
   Answer: Approximately 24 tires and 5 batteries annually.

6. Would the City consider the request that all Commercial Containers (Front Load & roll-off) be new? This would ensure all Commercial customers receive the same level of service, and will be in line with the City's goal of provided each customer with a container in a new condition.

Answer: All Commercial Containers should be NEW or REFURBISHED as outlined in the scope base proposal under COLLECTION. Section E. #2.

7. Can the City provide a map or the data of the existing residential collection days and customers? This will allow for minimal day changes on the proposed collection maps that need to be provided.
   Answer: Attachments labeled Q6.

8. Does the City have a list and count of vacant lots within the City that will have trash collection?
   Answer: There is not a list but in the previous 2 years, there have not been any collections on vacant lots, however, that could change.

9. Does the City have a customer compliment/complaint tracking system it currently uses? Or does it wish for the Contractor to provide its own, while giving the City access?
   Answer: Contractor will have to provide system and allow the City access.

10. Could the City provided tonnages and number of clean up events Civic Groups conducted in 2019 & 2020?
    Answer: There were no Civic Group cleanups in 2020 due to COVID. We did have an event in 2019 where volunteers cleaned up a 2 square mile area and netted a total of 1 – 4 yard dumpster (provided by the contractor) of garbage. In 2017 another event called rejuvenate Ridgewood we allowed businesses to cleanout storerooms and dispose of unwanted product. Rearloaders and claw trucks were used to net a total of 25.6 tons of debris.

11. Could the City provide additional information in regards to the two yearly promotional programs the proposer will participate in? What is entailed in the promotional programs?
    Answer: The City has 2 events on City Center Dr. annually - Family Day in October and Spring Fest in May. The City would expect the contractor to have a vendor booth setup at both events with educational material, literature, and giveaways for the public during these events. The events run from Friday night to Sunday afternoon. More information can be found at https://poctrust.org/

12. In Alternate 2, will residents be allowed to select the size Tote they wish to use? Or will all residents be required to obtain 96-Gallon Proposer Provided Totes?
    Answer: Residents will be required to accept a 96-Gallon tote and receive a smaller tote if requested.

13. Could you please provide the current collection rates paid to the incumbent?
    Answer: See attachment labeled Q12

14. Could you please provide a copy of the last six months' invoices?
    Answer: See attachment labeled Q13

15. Can the City please provide the recent history of any Liquidated Damages on a monthly and or an annual total?
    Answer:

All Liquidated Damages for 2019 & 2020.		
November 2019	No recycle bins in office 1 day	($250.00)
December 2019	Broken glass left in road, not cleaned up.	($300.00)

December 2019	No recycle bins in office 4 days	($2,000.00)

16. Link to Requested Attachment Information:
https://portorange.sharepoint.com/:f:/g/EqU6B0AKo3tKovwcVoxDKw8BsYB4VeFacnIHhdyyBGi9Fg?e=hTFtVn

17. An Addendum # 2 will be issued in the next few days to answer remaining questions.

END OF ADDENDUM NO. #1

CITY OF PORT ORANGE
PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5740
purchdiv@port-orange.org

ADDENDUM NO. # 2
January 5, 2021
RFP# 21-01 Solid Waste Collection Services

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

A. **CLARIFICATIONS:**
N/A

B. **CHANGES TO SPECIFICATIONS:**
The Due Date and Time has been changed to January 25, 2021 at 2:30 PM
in lieu of January 15, 2021 at 2:30 PM

C. **QUESTIONS AND ANSWERS:**

1. Page 2 of the RFP states bid bond of 5% of proposed bid but Page 48 states bid bond of $250,000?
   Answer: Answered in Addendum 1. A Bid Bond in the amount of $250,000 as stated on page 48 is acceptable.

2. Page 6, 3rd Paragraph. Please explain contract start date of May 1, 2021. Will the contractor be paid for mobilization or other service from May 1 to Nov 1? What is effect on current contractor?
   Answer: From May 1 to Nov 1 the contractor will be implementing the transition plan which allows for mobilization, educating the public, delivery of dumpsters and other equipment. The transition plan will determine when the contractor begins delivering dumpsters or other equipment. In addition, this time will be used to educate the public on any changes in service and/or change of vendor. There is no mobilization or other service fees in the scope of work. If the contractor intends to charge for these items, they should list the exception in their proposal and it will be reviewed in the evaluation of the bids. Actual garbage collection will begin November 1, 2021.

3. Page 11. How do you expect E-waste to be handled?
   Answer: Evident disposal of E-Waste should be treated the same as Hazardous Waste. Resident should be tagged and notified to take E Waste to the landfill.

4. Page 11 States unlimited collection - will the city consider placing a limit on Household garbage, bulk and yard waste?
   Answer: No. Residents can place unlimited amount to curb for pick up. City ordinances require that debris generated by a contractor must be disposed of by that contractor.

5. What is the size limit for customer provided garbage containers?
   Answer: The City recommends 32 gallon maximum or if larger a 50 pound maximum weight

6. Page 12. The City is requesting twice a week bulk, will the city consider once a week bulk on the second garbage pick-up day instead?
   Answer: Depending on the bulk. If it is a couch or a washer or individual item, no. If it is a move out pile requiring the claw truck then it should be picked up on the residents Claw truck scheduled day.

7. Currently a significant percentage of residents place their cans and recycle bins in the street for collection , if we find the containers in the street, can we place it back in the same place we found the container?
   Answer: Page 9 section 5. Garbage Receptacles shall be handled carefully by the proposer and shall be thoroughly emptied and left in an upright position where they are found, behind the curb or edge of pavement. Under no circumstances shall said receptacles be placed in the travel lanes of the roadway. So, if a resident puts it in the roadway, the collector shall put it behind the curb or edge of pavement after emptying.

8. Page 11. Will the city remove batteries and tires or reduce the amount allowed?
   Answer: No. According to current contract Route Supervisor, there are approximately 24 tires and 5 - 6 batteries picked up annually. The City does not believe this is an undue burden to the contractor.

9. Can the City limit Sunday service to 7 day per week customers only?
   Answer: Commercial pick up on Sunday can be limited to businesses that are open on Sunday.

10. Commercial customers pay for service based on the volume and frequency of service but get unlimited bulk service. How are we paid for the bulk collection for commercial customers?
Answer: Bulk commercial pick up is very rare. Usually it is due to illegal dumping by a commercial container by an unknown person. As the City pays for all tipping fees, this should not be a financial burden to the contractor.

11. Are commercial containers sprayed based on need or every time we provide service?
Answer: Spraying for offensive odors should be as needed.

12. Page 13 (5). Allows the city to switch commercial hand stops to front end containers but does not provide additional compensation which is different than the current contract. If contractor provides front load container service for a commercial customer we should be able to bill for the service?
Answer: Any account using front end containers are in the commercial container count and paid to the vendor as such.

13. Page 14 (2). requires contractor to provide each customer a new or renovated container on an annual schedule, would the city consider reducing this frequency to EOY?
Answer: SECTION E. CONTAINERS. Upon award, the proposer shall provide the City a schedule showing the frequency of cleaning and painting for each container each twelve-month period. This schedule shall include how the change-out of containers is to be accomplished during the contract term. The proposer shall at the beginning of the contract begin a program that will provide for each customer to receive a reconditioned or new container during the succeeding twelve-month period and each twelve-month period thereafter.

Cleanliness is critical to the City. As such we wish to keep to the terms in the scope of work, either new or reconditioned. See attachment labeled, 14.4 Dumpster Evaluation Form

14. Compactor customers with bulk have to be picked up with a dedicated truck and cannot be mixed with residential or commercial garbage/bulk - can the City bill for the bulk material and allow the waste to be picked up with regular route truck? City could establish a commercial bulk account for those customers.
Answer: Compactor customers are billed directly by the vendor and as such it is the vendor's responsibility to handle bulk collection. Using City dedicated route trucks is not acceptable due to the trucks being taken from City routes to accomplish the pick-up and

the possibility of the tipping being charged to the City when the City dedicated truck goes to the landfill.

15. Will the city consider a bag and bundle type of ordinance or limits on residential yard waste?
Answer: No, residents are allowed unlimited yard waste disposal, except if generated by a paid contractor.

16. Most cities make commercial customers responsible for removal of their yard waste, would the city consider requiring this or allowing contractor to charge for yard waste collected? Note - Commercial accounts are not paying for this service.
Answer: As the claw trucks are already servicing the City and the City is responsible for all tipping fees, this should not be a financial hardship to the vendor.

17. Is the City going to continue the Zone pickup schedule for large yard waste piles?
Answer: The City currently uses a 5 zone collection schedule for Monday through Friday. Any proposed suggestions will be taken into consideration. Proposer should offer suggestions for service.

18. The number of free City RO hauls increased by +/- 25% this year and will be approx 350 loads by year end. Can City put a limit on free loads or allow the hauler to charge for this service?
Answer: As in earlier questions, the City pays all tipping fees and as such the amount of disposed material should not be a financial burden to the vendor.

19. Page 18 (2). Current contract says contractor must provide same service as a residential home to vacant lots but with 5 yard limit, RFP has dropped the 5 yard limit. Can the limit be added to RPF?
Answer: The 5 cubic yard limit for yard waste at vacant lots is added back in under this addendum. The actual pick-ups by current vendor of empty lots is minimal.

20. How will the contractor be paid for picking up items from the right of way?
Answer: The requirement for collection of items from the City Right of Way is deleted from the scope of work.

21. Page 18 (5). RFP states contractor will be subject to liquidated damages for any contaminated loads. Customers may place contaminated materials in the garbage and

recycling that are not recognized at the point of collection. Is there any relief from fines in this instance?
Answer: The section states, the proposer shall not be responsible for the collection of a contaminated load. The proposer shall notify the City of the specific customer that was not served due to a contaminated load. If the vendor does pick up a contaminated load, there will be Fines imposed. NOTE: This has not happened with current vendor.

22. Page 18 (8). Temporary Labor Will the city consider removing this?
Answer: This question is still under review. A response will be forthcoming in addendum 3.

23. Page 19 K (1). Will the city consider increasing the 3% cap or removing it altogether? Contractors need to keep up with inflationary pressures on cost of providing service.
Answer: The City will increase the cap to 5%.

24. Page 19 (3). Will the city consider placing a limit on the number of replacement recycle bins a resident can have.
Answer: Most recycle bin replacements are due to bins being damaged or cracked due to handling by collection crew.
Please submit your recommendation of change in the bidders proposal. The City will be modifying the ordinance related to solid waste services after this bid is awarded.

25. Page 20 (4). States Proposer shall provide notification to customers of schedule changes two weeks in advance but states publication in News Journal 7 days in advance, please address conflict.
Answer: Section should read: Notification will be by placement of a ¼ page ad in the local section of the Daytona Beach News Journal at least 10 business days in advance of collection change or other.

26. Page 20 (5). Current contract has provisions for contractor to charge for storm clean up and allows City to use other contractors if hauler can not provide storm debris service within 48 hours. The RFP requires contractor to perform the clean up after a storm with no compensation and no relief if we cannot provide the service. Please clarify.
Answer: Solid waste vendor would be responsible for continued normal services post storm. The city's disaster debris hauler would handle post-storm debris in declared emergency circumstances. Due to the difficulty of differentiating between yard trash and storm debris, we'd ask that the solid waste vendor continue to handle the normal volume of yard waste. Should the City intend to utilize the vendor for any additional disaster debris removal, pricing would be agreed upon prior to work beginning.

The vendor is responsible for normal services during non-declared emergency events.

27. Page 22. Refers to Dedicated Equipment not allowed to service anything outside of City of Port Orange - are spare vehicles required to be dedicated also?
Answer: Spare vehicles do not need to be dedicated.

28. Page 22 (3). Will the city provide the criteria for truck replacement or rebuilding after 7 years old?
Answer: No, vehicles are to be maintained by the vendor in good operating condition. The bidder should provide their current replacement/rebuild schedule of their current equipment with their proposal.

29. Page 23 (P). Can disposal ticket be delivered to the City on a less frequent schedule (1x per week or 1x per month) to reduce the administrative burden on contractor?
Answer: Tickets need to be delivered on a daily basis due to administrative duties of the Solid Waste Office.

30. Page 24. Can the city provide a mileage limit for recycling processing center?
Answer: Should the processing facility change and exceed more than 20 miles outside city limits, the City will consider a trip charge for those vehicles delivering recyclables.

31. Page 25 Alternate 2. Is there a limit on how many toters for commercial and residential?
Answer: Please submit your recommendation of change in the bidders proposal. The City will be modifying the ordinance related to solid waste services after this bid is awarded.

32. Alt 2. Will contractor be responsible for any garbage outside of toter?
Answer: Yes, residents can set out an unlimited amount of trash. SCOPE SECTION 3 – A. Residential Solid Waste Collection 1. The proposer shall be required to pick up all garbage and household trash generated by each residential unit. If Alternate 2 is accepted, a change in ordinance will be required and would include a provision requiring all trash to be placed within the toter.

33. Page 28 #58. Commercial Trash - Will the city remove car parts and construction demolition material from this requirement? Both of these items can cause damage to the commercial front load trucks and should be placed in roll off containers.
Answer: These are definitions only and do not specify the manner of disposal.

34. Page 40 #45. Currently the city is required to make payment to contractor within 10 days after the prior month, the current RFP requires payment 45 days after receipt and approval of invoice which puts payment at least 60 days out. Will the city change this back to current language?
Answer: No. The City has a 45 day payment policy consistent with Florida Statute.

35. Page 42 #53. States contractual relationship is non-exclusive - this is in conflict with RFP
Answer: As stated at the top of the General Terms & Conditions, this section may be "superseded, in whole or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN." Therefore, the Scope where it indicates exclusivity would prevail over a General Terms & Conditions.

36. Page 42 #54. Will the city consider adding a "right to cure" section in this paragraph?
Answer: Yes. The city will consider and provide final direction in addendum 3.

37. Page 46 #80. Will the city consider adding a "right to cure" section in this paragraph?
Answer: Yes. The city will consider and provide final direction in addendum 3.

38. Page 48. Will the city remove paragraph 4?
Answer: Subcontracting and Assignment. The City will not remove this paragraph.

39. City Manager to be Referee can a neutral arbitrator be used?
Answer: No.

40. Waste Pro cannot use the city as a reference but does this mean that our service history with the city will be discounted entirely?
Answer: The past service history will be considered. The City is requesting additional references beyond the City of Port Orange.

41. How will pricing be compared between vendors and points assigned?
Answer: The bid document includes the scoring criteria to be used for evaluation.

42. Can the City provide pricing sheets electronically?
Answer: There is a separate EXCEL spreadsheet that was provided in the bid documents for vendors to use.

43. Can the city consider paying for City owned properties due to the significant volume of free service (over 2,000 yards a month for free)?

Answer: As in earlier questions, the City pays all tipping fees and as such the amount of disposed material should not be a financial burden to the vendor.

44. Page 19 L (1). Can City allow contractor to handle calls from contractors local office?
Answer: No. A City Liaison office will be provided in the Public Works Building at 407 Virginia Ave.

45. Page 22 (C). Does this apply to contractor? Contractor is not a public agency. If so, why? Please explain.
Answer: The vendor would be acting on behalf of a public agency. As a contractor for the City, vendor is acting as a representative of the City. All communications, videos, GPS information falls under the GS1-SL 2020 law.

46. The current contract requires that the city holds title to the equipment, is that going to be required under the new contract?
Answer: No

47. Will you provide pricing sheets for roll off and compactors?
Answer: This contract does not provide for C&D or recycling compactor or roll off services. Pricing is set by the vendor.
Only garbage compactors are exclusive to this contract. Those prices are set by City resolution 14-3 based upon a per pull charge plus the contractors landfill charge. Any requested change in price would require a change in resolution as approved by City Council. The vendor bills these compactor accounts directly. The City does not pay tipping fees for compactors.

48. Can the City provide the number of multifamily / and mobile home parks that receive collection with a dumpster? Are the multi-family / mobile home parks that receive collection via a dumpster included in the 520 containers identified in the RFP? If not, can the City provide the size and frequency of collection for these locations?
Answer: There are 39 Multifamily and Mobile Home Parks that receive collection with dumpsters. All are included in the containers identified in the RFP.

49. Can the City provide a count with container size of the commercial customers that have opted for Commercial Recycling service?
Answer: Commercial recycling is open market and the customer works directly with whichever vendor they choose.

50. On the base residential proposal, are residents allowed to set out an unlimited amount of trash? Or are they limited to a certain amount of bags/containers?

Answer: Yes, residents can set out an unlimited amount of trash. *SCOPE SECTION 3 – A. Residential Solid Waste Collection 1. The proposer shall be required to pick up all garbage and household trash generated by each residential unit*

51. On the alternate scenario once a week collection with proposer provided Carts, will the residents be allowed to place excessive trash outside of the container? Or will the proposer only be required to collect trash within the carts?
    If Alternate 2 is accepted, a change in ordinance will be required and would include a provision requiring all trash to be placed within the toter.

52. City Vehicles Used Tire Disposal – p. 17. This service requires the proposer/vendor to place a container at the City's Public Works facility for the collection of used tire from City owned vehicles. Is it the responsibility of the vendor to dispose of the tires? If so, what nearby facility accepts used tires? In addition, does the City pay the tipping fee for such disposal?
    Answer: Vendor will be responsible to deliver roll off to the Volusia County Landfill and return to the Public Works yard. The City is responsible for all tipping fees.

53. Miscellaneous Services – p. 18 – This section contains specific services that are not typical in most service agreements such as the collection and disposal of dead animals, the collection of trash from vacant lots or normal maintenance of vacant lots, the collection and disposal of used tires in City right-of-ways and the collection and disposal of large items placed in City right-of-ways. Would the City considering eliminating these services from the service agreement or be open to negotiate a fair monetary compensation to the vendor for providing such ancillary services?
    Answer: Dead animals are picked up by vendor during regular rounds
    The 5 cubic yard limit for yard waste at vacant lots is added back in under this addendum. The actual pick-ups by current vendor of empty lots is minimal.
    The requirement for collection of items from the City Right of Way is deleted from the scope of work.

54. Delivery of Recyclables to Processor – p. 15/79 and 24/79 – This provides that the City selects the processor but there are no limitations in terms of distance on the choice. Will the City consider that if the processor selected is more than 10 miles from the City center, the City will compensate the contractor for the additional mileage?
    Answer: Should the processing facility change and exceed more than 20 miles outside city limits, the City will consider a trip charge for those vehicles delivering recyclables.

55. Temporary Labor p. 18/79 . This prohibits temporary labor in general and applies a penalty if temporary labor is allowed by the City. Temporary labor is a necessity in the industry. Will the City consider deleting this provision?
Answer: Under review, will provide answer in Addendum 3

56. Most Favored Nations – p. 19/79 – This provides a mechanism to reduce rates if a neighboring community negotiates a more favorable contract with similar quantities and provisions. However, this is not limited to negotiations with the awarded contractor and would seem to encompass any hauler who negotiates a contract that is deemed more favorable. We cannot allow a "low-ball" offer to reduce our rates. Will the City delete or modify this provision to only be applicable to contracts negotiated by the awarded contractor?
Answer: Under review, will provide answer in Addendum 3

57. Storm Cleanup – p. 20/79 – This requires the contractor to respond to a storm event with added equipment and personnel exclusively for the City. There is no provision for compensation. Waste Management is not in the business of storm debris cleanup and does not have additional equipment that can be dedicated exclusively to the City. Will the City delete this provision?
Answer: Solid waste vendor would be responsible for continued normal services post storm. The city's disaster debris hauler would handle post-storm debris in declared emergency circumstances. Due to the difficulty of differentiating between yard trash and storm debris, we'd ask that the solid waste vendor continue to handle the normal volume of yard waste. Should the City intend to utilize the vendor for any additional disaster debris removal, pricing would be agreed upon prior to work beginning.

58. Fleet – p. 22/79 – This provides that the fleet must be replaced in its entirety at the 7 year mark. What age of the fleet is required at the commencement of the contract?
Answer: Vehicles are to be maintained by the vendor in good operating condition. The bidder should provide their current replacement/rebuild schedule of their current equipment with their proposal.

59. Indemnity – p. 37/79 – This requires the contractor to indemnify the City against claims involving any "act" by contractor during performance of the work with exception of the sole negligence of the City. This is very broad. Will the City consider modifying the indemnity so that the contractor is obligated to indemnify to the extent of its fault?
Answer: NO

60. Liquidated Damages – p. 50/79 – There is no provision to contest the imposition of liquidated damages. Will the City provide such a right?
    Answer: A monthly review meeting is held to review the previous months activities. The vendor can contest the claims at these meetings. They must provide proof that the claims are unfounded for the liquidated damages to be removed from the following invoice so payments are not held up.

61. Litigation Disclosure – p. 54/79 – Will the City modify the disclosure so that litigation with a governmental entity, class actions, and material claims over $500,000 are required to be disclosed? Waste Management has thousands of customers and there are many matters that deal with payment collections and similar matters (employment, workers compensation, vehicle accidents, etc.) that are not relevant to the services herein and would be burdensome to provide.
    Answer: This clause is limited to cases relating to the vendors professional services and where the court or administrative agency has ruled against the vendor in the last 5 years. No modification will be made.

62. Electronic Signatures – Because of Covid concerns and restrictions, would the City allow for the Required Proposal Forms to contain electronic signatures as part of our submittal?
    Answer: No. The city does not have a current policy on acceptance of electronic signatures.

63. An Addendum # 3 will be issued in the next few days to answer remaining questions.

END OF ADDENDUM NO. #2

DUMPSTER CONTAINER CONDITION EVALUATION

Container address: _____

Date of evaluation: _____

The City has evaluated the above container and based on the following conditions has determined that:

Container is **Acceptable** ☐

or Container Requires **Replacement** ☐

or Container Requires **Refurbishment**, as follows:

	Item requiring refurbishment
☐	Cleanliness
☐	Cover for full operation including hinge
☐	Lock bars for full operation
☐	Paint for uniformity with no visible rust
☐	Plugs in place
☐	Safety notices displayed
☐	Vendor's information shall be legibly stenciled in three-inch type and shall include the following: Name, Telephone numbers, Container cubic size
☐	Waterproofing and having no holes in the container
☐	Wheels for full operation

CITY OF PORT ORANGE
PURCHASING DIVISION
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ADDENDUM NO. # 3
January 20, 2021
RFP# 21-01 Solid Waste Collection Services

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

A. **CLARIFICATIONS:**
N/A

B. **CHANGES TO SPECIFICATIONS:**
The Due Date and Time is January 25, 2021 at 2:30 PM
in lieu of January 15, 2021 at 2:30 PM

C. **QUESTIONS AND ANSWERS:**

1. Temporary Labor p. 18/79 . This prohibits temporary labor in general and applies a penalty if temporary labor is allowed by the City. Temporary labor is a necessity in the industry. Will the City consider deleting this provision?
   Answer: See clarification below:
   Use of Temporary Labor Force
   The Contractor may use temporary labor force to replace or fill regular operating positions in providing the services to the City. Only temporary labor force covered by a workmen's compensation policy, pursuant to the requirements set forth herein, will be authorized to work within the City. However, in performance of this Contract by use of temporary labor force, the provisions of this Contract will apply to such temporary labor force in all respects as if they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the temporary labor force, as if they were employees of the Contractor. The services performed by the temporary labor force will be subject to the provisions hereof as if performed directly by the Contractor's employees.

2. Most Favored Nations – p. 19/79 – This provides a mechanism to reduce rates if a neighboring community negotiates a more favorable contract with similar quantities and provisions. However, this is not limited to negotiations with the awarded contractor and would seem to encompass any hauler who negotiates a contract that is deemed more favorable. We cannot allow a "low-ball" offer to reduce our rates. Will the City delete or modify this provision to only be applicable to contracts negotiated by the awarded contractor?
   Answer: See clarification below:
   Favored Nations Clause
   In the event a neighboring City negotiates with the awarded vendor a more favorable rate than the City of Port Orange for the provision of the same or substantially the same services as provided in this contract, then upon execution of the agreement with the neighboring City the awarded vendor shall be required to reduce the rates charged to the City of Port Orange to be equal to or lower than the rates charged in the neighboring City. Neighboring City shall mean all cities within Volusia County Florida.

3. Page 42 #54. Will the city consider adding a "right to cure" section in this paragraph?
   Page 46 #80. Will the city consider adding a "right to cure" section in this paragraph?
   Answer: Yes. See clarification below:
   Notice and Right to Cure.
   In the event of Default as referenced and defined herein, Contractor shall be given written notice and no less than ten (10) calendar days from receipt of said notice in which to cure defaults, including but not limited to provisions contained in **Section 54, Non-Performance**. The Contractor will have the opportunity to correct any curable situation to the reasonable satisfaction of City within the period of time specified in the notice which shall not be less than five (5) calendar days. If such correction is not so made or the circumstances are such that it is not curable, City may, within ____ (___) days after the expiration of the time fixed to correct such situation, give written notice to the Contractor that the contract is terminated effective from the date of Contractor's original default.

3. This is the Final Addendum.

END OF ADDENDUM NO. #3

CITY OF PORT ORANGE
PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
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purchdiv@port-orange.org

ADDENDUM NO. # 4
January 21, 2021
RFP# 21-01 Solid Waste Collection Services

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

A. **CLARIFICATIONS:**
N/A

B. **CHANGES TO SPECIFICATIONS:**
The Due Date and Time remains January 25, 2021 at 2:30 PM
in lieu of January 15, 2021 at 2:30 PM

1. The attached bid form has the following changes.
Frequency for pick-up for items 1 and 3 has been changed on Part A Alt 1 and Part A Alt 2 to read once per week in lieu of twice per week.

Item 1. Residential Hand Pick-Up, **Once** Per Week, Includes Bulk Pick-Up and Once Per Week Yard Waste Collection

Item 3. Commercial Hand Pick-Up **Once** Per Week, Includes Bulk Pick-Up and Once Per Week Yard Waste Collection

C. **QUESTIONS AND ANSWERS:**

END OF ADDENDUM NO. #4

CITY OF PORT ORANGE
PURCHASING DIVISION
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ADDENDUM NO. # 5
January 21, 2021
RFP# 21-01 Solid Waste Collection Services

To All Bidders:
The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project 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:**
Please see the attached contract for RFP #21-01 Solid Waste Collection on Page 2 of Addendum #5.

B. **CHANGES TO SPECIFICATIONS:**
N/A

C. **QUESTIONS AND ANSWERS:**

Question 1: Is the proposer to provide all new recycling bins for all homes in Port Orange at the start of the contract? Or are they to provide carts only for new homes and or stolen/damaged bin replacements?
Answer: No, the bidder will only be required to replace bins for new customers and/or replacement of damaged bins.

END OF ADDENDUM NO. #5

CITY OF PORT ORANGE
STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, **2021**, 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 City Solid Waste Services, pursuant to Request for Proposal 21-01 ("RFP 21-01"). This Contract together with RFP 21-01, 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, from RFP 21-01, and the Bid Tabulation as submitted by Contractor in Contractor's Proposal, are attached hereto as **Exhibit "1"**. A complete copy of RFP 21-01, 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: The initial term of this Contract shall become effective on the last date the Contract is signed by the Parties and shall continue for a period of five (5) years ("Initial Term").

Renewals: Upon written agreement of the Parties, this Contract may be renewed for one (1) five-year period, subject to review and approval of the City Manager and budget appropriation.

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

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

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the purchase of goods or services from Contractor under this Contract shall be upon issuance of a 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:

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

4. *Contract Administration*. The Public Works and Utilities Director, Lynn Stevens, 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**
☒	Workers' Compensation 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.	Contract Amount — Limits 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.

☒	Comprehensive General Liability (including Completed Operations and Contractual Liability	Limits: 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. Additional Coverage:	Limits: Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If 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 - $ To be determined.	
☐	Contractor Pollution Liability	Limits: Coverage - $1,000,000	
☐	Errors and Omissions	Limits: Coverage - $1,000,000	
☐	Umbrella Policy	Limits: Coverage – $ To be determined.	
☒	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: Lynn Stevens, Public Works and Utilities Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5750

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]

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 _____, 2021, 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:

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 _____, 2021, 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 _____, 2021, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. She is ___ personally known or ___ produced _____as identification.

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

"ATTACHMENT 1" SCHEDULE OF UNIT PRICING
PROPOSAL FORM
CITY OF PORT ORANGE
RFP 21-01

Solid Waste Collection Services

Completed "Attachment 1" Schedule of Unit Pricing Bid form MUST be included with Request For Proposal 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 - PART A	Quantity of Customers	Monthly Cost Per Customer	EXTENDED AMOUNT
1	Residential Hand Pick-Up, Twice Per Week, Includes Bulk Pick-Up and Once Per Week Yard Waste Collection	24,195	$ -	$0
2	Residential Curbside Recycling, One Time Per Week	24,195	$ -	$0
3	Commercial Hand Pick-Up Twice Per Week, Includes Bulk Pick-Up and Once Per Week Yard Waste Collection	301	$ -	$0
			TOTAL BASE BID (Part A):	$0

"ATTACHMENT 1" SCHEDULE OF UNIT PRICING

PROPOSAL FORM

CITY OF PORT ORANGE

RFP 21-01

Solid Waste Collection Services

Completed "Attachment 1" Schedule of Unit Pricing Bid form MUST be included with Request For Pro

Instruction to save Attachment from DemandStar website:

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

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

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

ITEM	DESCRIPTION - PART B	Quantity of Customers	Monthly Cost per Customer
1	2 yd dumpster 1x per week	97	$ -
2	2 yd dumpster 2x per week	34	$ -
3	2 yd dumpster 3x per week	11	$ -

4	2 yd dumpster 4x per week	0	$ -
5	2 yd dumpster 5x per week	0	$ -
6	2 yd dumpster 6x per week	1	$ -
7	2 yd dumpster 7x per week	0	$ -
8	4 yd dumpster 1x per week	80	$ -
9	4 yd dumpster 2x per week	45	$ -
10	4 yd dumpster 3x per week	23	$ -
11	4 yd dumpster 4x per week	7	$ -
12	4 yd dumpster 5x per week	2	$ -
13	4 yd dumpster 6x per week	2	$ -

14	4 yd dumpster 7x per week	1	$ -
15	6 yd dumpster 1x per week	25	$ -
16	6 yd dumpster 2x per week	39	$ -
17	6 yd dumpster 3x per week	36	$ -
18	6 yd dumpster 4x per week	2	$ -
19	6 yd dumpster 5x per week	2	$ -
20	6 yd dumpster 6x per week	1	$ -
21	6 yd dumpster 7x per week	0	$ -
22	8 yd dumpster 1x per week	15	$ -
23	8 yd dumpster 2x per week	52	$ -

24	8 yd dumpster 3x per week	28	$ -
25	8 yd dumpster 4x per week	12	$ -
26	8 yd dumpster 5x per week	2	$ -
27	8 yd dumpster 6x per week	2	$ -
28	8 yd dumpster 7x per week	1	$ -
			TOTAL BASE BID (Part B):
	DESCRIPTION - PART B	Unit Cost	
1	extra pick up 2 yd dumpster	$ -	
2	extra pick up 4 yd dumpster	$ -	
3	extra pick up 6 yd dumpster	$ -	
4	extra pick up 8 yd dumpster	$ -	

5	**flat rate pick up, cu yd**	**$ -**	

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EXTENDED AMOUNT
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"ATTACHMENT 1" SCHEDULE OF UNIT PRICING
PROPOSAL FORM
CITY OF PORT ORANGE
RFP 21-01

Solid Waste Collection Services

Completed "Attachment 1" Schedule of Unit Pricing Bid form MUST be included with Request For Proposal 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 - PART A Alternate 1 - Once Per Week - Customer Provided Container	Quantity of Customers	Monthly Cost Per Customer	EXTENDED AMOUNT
1	Residential Hand Pick-Up, Once Per Week, Includes Bulk Pick-Up and Once Per Week Yard Waste Collection	24,195	$ -	$0
2	Residential Curbside Recycling, One Time Per Week	24,195	$ -	$0
3	Commercial Hand Pick-Up Once Per Week, Includes Bulk Pick-Up and Once Per Week Yard Waste Collection	301	$ -	$0
			TOTAL BASE BID (Part A, Alt 1):	$0

"ATTACHMENT 1" SCHEDULE OF UNIT PRICING

PROPOSAL FORM

CITY OF PORT ORANGE

RFP 21-01

Solid Waste Collection Services

Completed "Attachment 1" Schedule of Unit Pricing Bid form MUST be included with Request For Proposal Su

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

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

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

ITEM	DESCRIPTION - PART A Alternate 2 - Once Per Week - Vendor Provided Container	Quantity of Customers	Monthly Cost Per Customer
1	Residential Hand Pick-Up, Once Per Week, Includes Bulk Pick-Up and Once Per Week Yard Waste Collection	24,195	$ -
2	Residential Curbside Recycling, One Time Per Week	24,195	$ -
3	Commercial Hand Pick-Up Once Per Week, Includes Bulk Pick-Up and Once Per Week Yard Waste Collection	301	$ -

			TOTAL BASE BID (Part A, Alt 2):

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cally.
ubmitted electronically.
EXTENDED AMOUNT
$0
$0
$0

$0

Response for

City of Port Orange, FL

January 25, 2021

RE: Request for Proposal RFP #21-01 Solid Waste Collection and Disposal Services

Submitted to:
City of Port Orange City Clerk's Office
Attn: Jim Tillman
Purchasing Manager
Purchasing Division
1000 City Center Circle
Port Orange, Florida, 32129

Submitted by:
Inigo Sanz
Fomento de Construcciones y Contratas, Inc.
d.b.a. FCC, SA
www.fccenvironmental.com
Contact Person:
Dan Brazil
Vice President of Collection Operations
9172 Ley Road
Houston, TX 77078
(832) 404-2597 (T)
(832) 442-3636 (F)
dan.brazil@fccenvironmental.com

ORIGINAL

Inigo Sanz

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this proposal. If, however, a delivery order is awarded to this offeror as a result of-or in connection with-the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction is contained in all sheets marked with the following legend: "Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal. HANDLE AS BUSINESS SENSITIVE.

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STATEMENT OF INTEREST

January 25, 2021

City of Port Orange City Clerk's Office
Purchasing Division
1000 City Center Circle
Port Orange, FL 32129

RE: RFP #21-01 Solid Waste Collection and Disposal Services

Dear Mr. Tillman,

Fomento de Construcciones y Contratas, Inc. (d.b.a FCC, SA) is pleased to provide our response to the City of Port Orange Request for Proposal RFP #21-01 Solid Waste Collection and Disposal Services. FCC understands the requirements as well as the scope of this solicitation and is willing to perform these services and enter into a Contract with the City.

Principal Features

Over 59 million people in more than 5,000 municipalities around the world benefit from the services we provide. Employing the most advanced technologies, we continuously improve our ability to manage the thousands of tons of solid waste collected every day in some of the world's largest and most vibrant cities, where more than 25 million tons of refuse are collected per year. We have the scale, expertise and experience to meet the City's waste management needs, saving time, effort, and costs. We at FCC would like to establish a partnership with the City of Port Orange. To that end, we would like to highlight some of the key features:

1) Dedicated Equipment: **All of the FCC proposed front-line vehicles will be in a new or like new condition, and will be dedicated to this contract as was requested by the City of Port Orange during the RFP.** All the equipment proposed has been selected to address the specific concerns associated with service in the City of Port Orange. The trucks will be equipped with the latest technology in emissions controls, tracking, and maintenance telematics.

2) Latest Technology: We have become industry leaders with the use of cutting edge technologies. **All of our collection trucks, are outfitted with technologies (3rd eye) that allow for GPS tracking and service verification**. We can pull real time tracking information and the system records the entire route. We can and have used the recording capabilities to improve driver safety performance, settle issues/customer disputes, and protect both company and municipality liability concerns.

3) Management and Transition Team: FCC's management and transition team have experience in collecting and providing service to the City of Port Orange. **FCC's Area Manager has been a resident of Port Orange for over 32 years, and was instrumental in Port Orange's waste collection privatization.** FCC's General Manager has previously managed the City of Port Orange contract with a previous hauler, and will be an asset during the transitional phase for FCC and the City.

4) Dedicated Operational Personnel: While FCC is engaged in business worldwide, each business unit operates as a separate small business. The people that do the work are people that live in the area, so the concerns of the City are also our concerns. **FCC will prioritize its hiring efforts with staff from the previous hauler, as well as staff that live in Volusia County. The operational staff that will work in the City will be dedicated to that service, in every sense of the word.**

5) Alternative Fuel: **All the trucks proposed for this contract will be fueled with Renewable CNG.**

6) Office/Yard: **FCC currently has a yard and office within Volusia County and will expand its CNG fueling station to provide service to the City of Port Orange.** In additional to this facility, **FCC will maintain an office at 407 Virginia Avenue, Port Orange, FL for service requests and complaints.**

7) Community Involvement and Education: In each community where we serve, FCC aims to become ingrained. We accomplish this through local hiring, community education events and use of local businesses. **FCC will develop educational and promotional programs on recycling. FCC will partner with the City and will be a sponsor during City events.**

Please direct any questions about this submission to Dan Brazil (Vice President of Collection Operations), by phone at (832) 404-2597 or by email at dan.brazil@fccenvironmental.com. Thank you for your time and assistance.

Sincerely,

Inigo Sanz
Managing Director for the Americas
9172 Ley Road
Houston, TX 77078

TAB 1. EXECUTIVE SUMMARY

Right Partner

FCC has been providing waste collection and disposal services since 1911. FCC's corporate address in the US is 9172 Ley Road, Houston, TX 77078. Today, we provide environmental services across the United States, United Kingdom, Spain, and other countries across Europe tailored to the needs of our partners using the latest technologies and environmentally friendly equipment.

We have the experience and capability to provide the equipment and labor to perform solid waste and recycle collection services for the City of Port Orange.

Solid Waste Collection Experience

FCC's Local Management, Performance, Dedication and the Ability to Adapt to Different Environments are the key factors that have allowed us to provide collection and disposal services for 120 years.

Over 59 million people in more than 5,000 municipalities around the world benefit from the services we provide. Employing the most advanced technologies, we continuously improve our ability to manage the thousands of tons of solid waste collected every day in some of the world's largest and most vibrant cities, where more than 25 million tons of refuse are collected per year.

We employ a variety of collection systems according to the needs of each city, using a combination of vehicles and containers designed to maximize efficiency and minimize the environmental impact in terms of noise and emissions.

We have the scale, expertise and experience to meet the City's waste management needs, saving time, effort, and costs. **FCC is proud to be providing service to over 1 Million Floridians.**

FCC provides solid waste collection services in Orange County, FL where we service over 87,000 homes; and Polk County, FL where we service more than 76,000 homes and over 105 commercial dumpsters; plus open top roll-offs and compactors.

FCC also provides solid waste collection services Palm Beach County, FL with more than 111,000 homes and approximately 1,800 commercial businesses.

In Volusia County, FL FCC provides collection services to more than 45,000 households throughout the County, and starting on March 1, 2021 will be providing collection of solid waste from the Volusia County facilities.

October 2020, FCC was awarded a 5 year contract for the collection of residential and commercial solid waste in the City of Edgewood, FL. This contract started January 1, 2021.

November 2020, FCC started servicing the City of Omaha, NE with more than 150,000 residential homes. Additionally, FCC is operating 9 recycling drop-off sites within the City with two dedicated roll off routes daily.

In Rowlett, TX we service around 20,000 homes and more than 500 commercial businesses. These services include residential solid waste, recycling, yard waste, and bulk waste collection along with commercial and roll-off services

FCC is currently providing service for the City of Dallas TX for the design, construction, and operation of a Single Stream Materials Recovery Facility (MRF). This contract has a length of 15 years with an option to renew for an additional 10 years. FCC operates the facility, and processes all single stream recyclable material from the City of Dallas and surrounding areas: City of University Park TX, the City of Garland TX, the City of Mesquite TX, and the City of Rowlett TX among others. We look forward to partnering with many more customers, both municipal and commercial, in the Dallas Metroplex area in the coming years.

We at FCC were pleased to accept an award from the National Waste & Recycling Association (NWRA) for **"Best Recycling Facility of the Year 2017"**. This award was presented in recognition of FCC's Dallas MRF. This award is designed to recognize the facility that demonstrates leadership in key measurements such as innovation, quantity of material collected and processed, types of materials recovered, site improvements, and sustainability measures adopted.

FCC opened in March 2019 a state of the art Recycling Facility (MRF) for the City of Houston, TX. This facility sorts, recovers and markets all the city's recyclable materials and with a contract length of 15 years, with a possible 5 year extension. The plant is planned to process 120,000 tons per year with a maximum capacity of 145,000. The process line is fully automated and equipped with the latest materials separation technologies. We currently provide recycling services to the City of Houston TX, the City of La Porte TX, the City of Huntsville TX and some other local waste collection companies. As previously mentioned with our Dallas MRF, our Houston MRF was also just awarded **"Best Recycling Facility of the Year 2020".** We are honored to have both of our MRFs in the US receiving this award aligning with our corporate sustainability goals for an environmentally friendly future.

Along with providing residential and commercial waste collection services, FCC has provided residuals transportation services on behalf of the City of Houston since 2014. During that time we have transported approximately 18,000 loads of dewatered cake totaling over 400,000 tons to City designated destinations and approximately 30,000 loads of liquid sludge totaling 180,000,000 gallons to City designated waste water treatment plants.

Strength of Personnel

While FCC is engaged in business worldwide, each business unit operates as a separate small business. The people that do the work are people that live in the area, so the concerns of the City of Port Orange are also our concerns.

FCC will prioritize its hiring efforts with staff from the previous hauler, as well as staff that live in the City of Port Orange. The operational staff that will work in the City will be dedicated to that service, in every sense of the word. These employees are chosen due to their knowledge of the area and customer focus mindset.

Plan for Providing Service to the City

We at FCC look forward to establishing a partnership with the City of Port Orange. To that end, we would like to highlight some of the key features.

All of the FCC frontline trucks will be dedicated to this contract, and in a new or like new condition. This equipment is selected to address the specific concerns associated with service in the City of Port Orange. The trucks will be equipped with the latest technology in emissions controls, GPS tracking, and maintenance telematics.

Resources planned for the general collection of the contract are vital, but are also critical in the event of an emergency or a natural disaster. FCC has the capabilities to provide additional resources to accomplish the needs of the City.

Additionally, FCC employs several hundred drivers and collection vehicles nationwide. FCC also has great partnerships with several National truck rental companies and has never had an issue obtaining additional truck resources as needed. As an example in 2016, Orange County, Florida chose FCC out of the County's 3 haulers to operate the emergency management cleanup of large piles throughout all of the curbside collection zones after Hurricane Matthew left a debris field of vegetation.

Experience in Successful Transitions

Our company takes immense pride in transitions as they directly impact the residents of the service. **Through our 110 years of experience collecting municipal contracts**, we have executed thousands of these successfully. Most recently we transitioned two large contracts in Florida with minimal to no impact to the residents and commercial customers.

Volusia County was transitioned in April of 2020 during the COVID-19 pandemic, was highly successful with great reviews from County staff, and has received zero liquidated damages. Palm Beach County was transitioned in October of 2019 where FCC is the largest hauler in the County while also being the only hauler to receive zero liquidated damages. This transition consisted of delivering carts of various sizes to more than 111,000 households and working with incumbent haulers Republic Services and Waste Management to swap more than 1,800 commercial customers over to FCC brand new containers.

Customer Service, Reporting & GPS Technologies

We have become industry leaders with the use of cutting edge technologies. All of our collection trucks are outfitted with the **AWTI 3rd Eye camera system.** We can pull real time tracking information and the system records the entire route. We can, and have used the recording capabilities to improve driver safety performance, settle issues/customer disputes, and protect both company and municipality liability concerns.

This technology also features **Positive Service Verification** which provides a GPS location and timestamp along with photo evidence of the collection service occurring. We support transparency with our municipal partners and welcome the City staff access if they wish to see these service events that have occurred along with location of all of our trucks.

Furthermore from a technology component, we will be utilizing the **Trac EZ** software to monitor, track and resolve all customer disputes and requests which will be staffed by our **Local customer service agents.**

Financial Strength

One of the most important things to be considered, is the financial strength of the company that is proposing the service. For that reason we want to highlight that **FCC has been providing waste collection and disposal services since 1911**. We are one of the largest and oldest waste management companies in the world.

FCC is a sound company from the financial standpoint as can be determined from the Audited Financial Statements. Net Equity as of Dec 31, 2019 was $2.7 Billion, an increase of $500 million from previous year due mainly to profits in fiscal 2019.

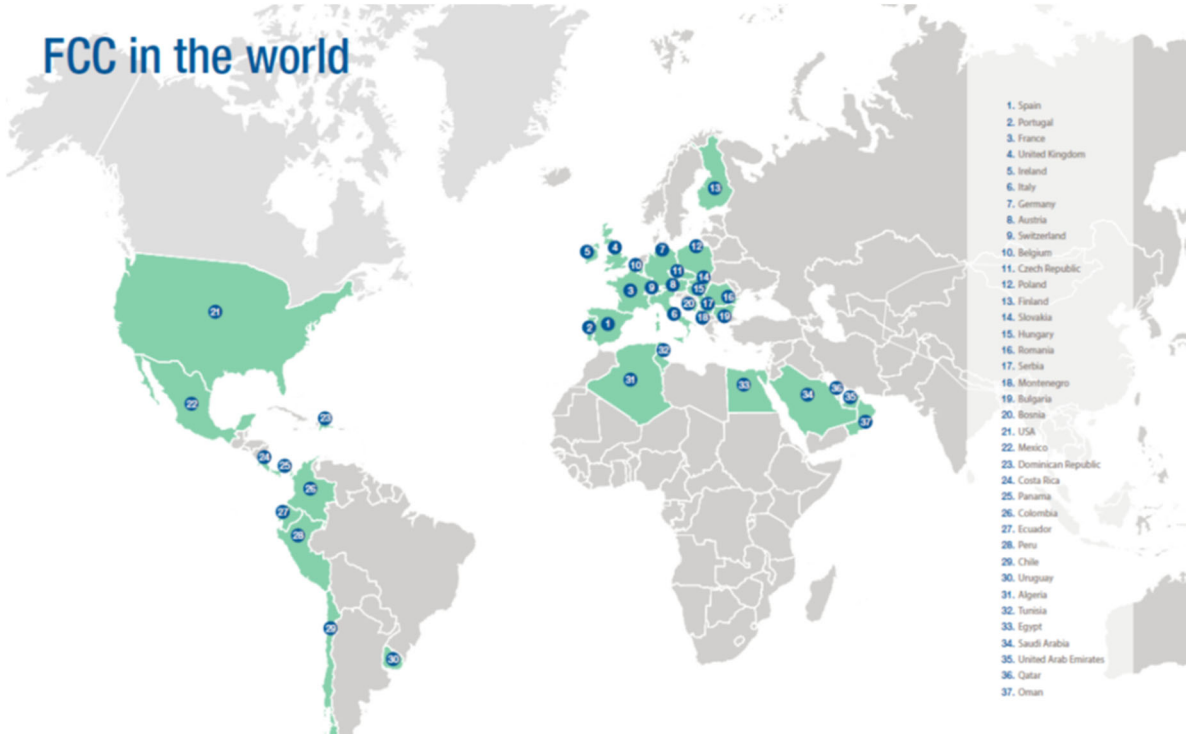
FCC has never filed for bankruptcy during its 120 years as a company.

TAB 2. COMPANY HISTORY, QUALIFICATIONS, ABILITY & CAPACITY

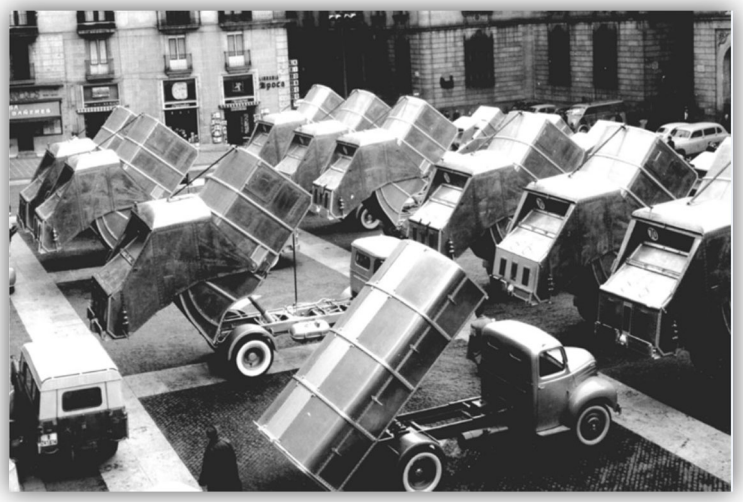
Municipal services have been FCC's core activities for more than 110 years starting with its first contract for collection services for municipalities in the City of Barcelona in 1911. This contract award was a very important milestone in the Company's history, as it marked the first entry into the services field. We have been providing this service uninterruptedly in Barcelona since 1911 through successive contract awards since that time.

FCC's goal is to deliver industry leading environmental, waste and water, infrastructure, and renewable energy generation, including waste to energy, and services to citizens around the globe. Today, **FCC is one of the world's largest waste management and recycling companies with a presence in over 35 countries. FCC's more than 60,000 employees worldwide** interact with citizens on a daily basis and focus on constantly increasing sustainability.

FCC's services include the collection, treatment, and removal of solid waste, cleaning public roads, maintenance of sewage networks, maintenance of green areas, street furniture, industrial waste treatment and removal, and integrated water management. These activities have a large presence in many areas of Europe, the Americas, and Africa. FCC began its international experience at the end of the 90s' and the markets in which have grown in recent years are the United States, Latin America, and Africa.



The company operates in over 5,000 municipalities across the world where it improves the well-being of over 59 million citizens. It boasts over 100+ years of experience, which is reflected in the diversity of services it provides: collection, treatment, recycling, energy recovery and disposal of solid urban waste, street cleaning, sewer network maintenance, ground maintenance and preservation of green spaces, polluted soils recovery and comprehensive management of industrial waste.



We offer Cities and Counties a wide range of municipal services on a high technical and technological level. We strive for close long-term cooperation that enables us to invest into further development of services and technologies. We also provide comprehensive waste management services for industrial, commercial and retail companies.

As a waste management leader we have nearly **1.3 million containers, carts and bins** of all sizes and more than **16,000 trucks** or special vehicles to ensure secure and efficient collection and transport of all waste for further treatment. FCC's own fleet of vehicles ensures sophisticated logistics and controls on the quality of the collected waste. FCC is committed to using technological innovation in the services it provides to help improve the well-being of citizens and to make cities in which it operates more sustainable. As a result, we have one of the most advanced fleet of vehicles in the world, equipped with the most innovative systems: over **2,000 collection trucks with a sustainable propulsion system including electric, hybrid and natural gas vehicles**.

Note: 100% Electric Automated Side Load Truck (ASL) designed, developed and implemented by FCC in 2020.

The following information is a list of relevant municipal contracts FCC or its subsidiaries are currently supporting around the world. FCC will provide any additional information of the contracts listed if requested.

FCC: Some of the more relevant Waste Collection and Recycling Services Municipal contracts						
COUNTRY	CONTRACTING MUNICIPALITY	POPULATION SERVED	CONTRACT START DATE	CONTRACT END DATE	CONTRACT PERIOD	ANNUAL REVENUES
United States	Orange County, Florida (Zone 4)	115,000	January 1, 2016	December 31, 2025	10 years	$5,250,000
	Orange County, Florida (Zone 5)	125,000	January 1, 2016	December 31, 2025	10 years	$5,750,000
	Polk County, Florida (West Zone)	225,000	October 1, 2017	September 30, 2024	7 years	$9,000,000
	City of Rowlett, Texas	62,000	October 1, 2017	September 30, 2024	7 years	$6,500,000
	Palm Beach County, Florida (Zone 3)	225,000	October 1, 2019	September 30, 2026	7 years	$14,000,000
	Palm Beach County, Florida (Zone 4)	240,000	October 1, 2019	September 30, 2026	7 years	$13,000,000
	Polk County, Florida (Commercial)	225,000	September 2, 2019	September 1, 2023	Up to 4 years	$150,000
	Volusia County, Florida	135,000	April 1, 2020	September 30, 2027	7 years	$11,000,000
	Volusia County Facilities, Florida	135,000	March 1, 2021	February 28, 2026	5 Years	$225,000
	City of Omaha (Solid Waste), Nebraska	466,000	January 1, 2021	December 31, 2030	10 years	$23,500,000
	City of Omaha (Drop Offs), Nebraska	466,000	January 1, 2021	December 31, 2025	5 years	$300,000
	City of Edgewood, Florida	2,977	January 1, 2021	December 31, 2025	5 years	$400,000
	City of Dallas, Texas Single-Stream Recycling Facility	1,100,000	January 1, 2017	December 31, 2031	15 years	$10,000,000
	City of Houston, Texas Single-Stream Recycling	2,200,000	March 11, 2019	March 10, 2034	15 years	$12,000,000
	City of Houston Biosolids, Texas	2,200,000	September 30, 2019	September 29, 2024	5 years	$5,700,000
	City of University Park (TX), Recyclable Materials Processing and Marketing	24,000	January 2, 2017	January 1, 2022	5 years	$275,000
	City of Garland (TX), Biosolids and Recyclable Materials Processing and Marketing. Included	220,000	December 1, 2019	April 3, 2021	18 months	$1,500,000
	City of Mesquite (TX), Recyclable Materials Processing and Marketing	143,500	December 1, 2019	February 28, 2021	15 months	$300,000
	City of Huntsville (TX), Processing and Marketing Recyclable Materials	40,000	November 23, 2019	November 23, 2020	1 year	$100,000
Spain	Madrid	2,150,000	November 1, 2016	April 30, 2021	4 years	$63,000,000
	Zaragoza (extended)	701,000	June 12, 2008	June 11, 2020	12 years	$20,727,000
	Barcelona (Extended 4 years)	638,000	November 1, 2009	August 31, 2021	8 years	$121,250,000
	Valencia	367,000	November 1, 2005	November 1, 2020	15 years	$26,700,000
	Bilbao	345,000	October 1, 2017	September 30, 2021	4 years	$18,270,000
	Vigo (extended)	299,000	April 1, 2001	March 31, 2020	19 years	$29,860,000
	Hospitalet de Llobregat	255,000	January 1, 2011	December 31, 2020	10 years	$28,337,500
	Oviedo	220,000	February 1, 2006	January 31, 2021	15 years	$15,525,000
	Badalona (extended)	215,000	June 1, 2010	May 31, 2020	10 years	$21,645,500
	Almeria	197,000	March 1, 2014	February 29, 2024	10 years	$7,260,000
	San Sebastian (extended)	185,000	January 3, 2011	January 2, 2020	9 years	$5,621,000
	Castellon de la Plana	171,000	February 1, 2010	July 31, 2025	15 years	$16,995,667
	Badajoz	150,000	October 1, 2010	September 30, 2022	12 years	$11,500,000
	Salamanca (Extended 1 year)	145,000	August 1, 2007	November 30, 2020	12 years	$18,810,000
	Avila (Extended 1 year)	58,900	July 1, 2010	June 30, 2020	9 years	$5,518,000
United Kingdom	Herefordshire CC	179,300	November 2, 2009	November 1, 2023	14 years	$6,264,720
	Telford&Wrekin U/ A (Extended)	166,000	April 2, 2001	March 31, 2019	18 years	$2,195,886
	Wychavon D C	116,900	April 1, 2018	April 1, 2028	10 years	$5,099,644
	Harborough	85,300	April 1, 2016	March 31, 2023	7 years	$6,611,220
	West Devon (Extended)	53,500	April 3, 2017	April 1, 2019	2 years	$2,731,617
Portugal	Vila Real (Extended)	51,900	March 15, 2014	March 15, 2019	5 years	$1,540,000
Austria	City of Baden	25,000	January 1, 2018	January 1, 2023	5 years	$385,350
	AWS Schwechat	17,000	January 1, 2018	January 1, 2023	5 years	$159,779
Czech Republic	City of Liberec	102,000	July 1, 2010	December 31, 2025	16 years	$4,188,800
	City České Budějovice	93,500	July 1, 2002	indefinite period	> 16 years	$2,807,376
	City of Prostejov	44,000	January 1, 2017	December 31, 2024	8 years	$1,945,938
Poland	City of Zabrze (extended)	173,000	April 1, 2017	March 31, 2020	3 years	$6,079,050
Bulgaria	Sofia (extended)	190,000	May 31, 2015	May 31, 2020	5 years	$5,506,463
	Dobritch	91,000	January 1, 2018	December 31, 2021	4 year	$1,615,415
Serbia	Kinkinda Municipal Association	65,500	September 1, 2007	August 31, 2031	25 years	$2,171,400
	Lapovo Municipal Association	35,000	January 1, 2013	December 31, 2031	18 years	$1,481,480

The chart below summarizes the most important milestones of FCC's activities.

Over 115 years devoted to Environmental Services
1900 – Fomento de Obras y Construccion S.A. (Focsa) is established
1911 – First contract of urban sanitation. Barcelona
1960 – First waste recycling plant in Tarragona
1992 – Merger of CYCSA and FCCSA: FCC
1998 – First natural gas truck in the industry
2008– Begin environmental operations in the US
2014 – City of Houston (Texas, US) Biosolids Waste Management for 5 years
2015 – Solid Waste collection contract in Orange County (Florida, US) for 10 years
2015 – Design Build & Operate a Single-Stream Recycling Facility Contract City of Dallas, (Texas, US)
2016 – Solid Waste collection contract in Polk County (Florida, US) for 10 years
2016 – Process Recycling Materials in City of University Park Contract for 5 years, (Texas, US)
2017 – National Waste & Recycling Association (NWRA) awarded FCC for "Best Recycling Facility of the Year 2017"
2017 – Process Recycling Materials in City of Garland Contract up to 5 years, (Texas, US)
2017 – Process Recycling Materials in City of Mesquite contract up to 5 years, (Texas, US)
2017 – Solid Waste collection (residential and commercial) contract in Rowlett (Texas, US) for 10 years
2018 – Design Build & Operate a Single-Stream Recycling Facility contract in City of Houston, (Texas, US)
2018 – City of Garland (Texas, US) Biosolids Waste Management
2018 – Process Recycling Materials in City of Lewisville contract up to 9 years, (Texas, US)
2019 – Solid Waste collection contract in Palm Beach County (Florida, US) for 7 years
2019 – Commercial collection contract in Polk County (Florida, US) for up to 4 years
2019 – Solid Waste collection contract in Volusia County (Florida, US) for 7.5 years
2019 – Solid Waste collection contract in City of Omaha (Nebraska, US) for 10 years
2019 – City of Houston (Texas, US) Biosolids Waste Management for 5 years
2019 – Process Recycling Materials in City of Huntsville contract up to 3 years, (Texas, US)
2019 – Drop Off collection contract in City of Omaha (Nebraska, US) for 5 years
2020 – Solid Waste collection contract in City of Edgewood (Florida, US) for 5 years and 9 months
2020 – Solid Waste collection contract for Volusia County Facilities (Florida, US) for 5 years

Fomento de Construcciones y Contratas, Inc, doing business as FCC, SA has its corporate address at 9172 Ley Rd, Houston, TX 77087. FCC is a publicly traded company on the European stock exchange, and the main shareholders as of the last Annual Report are (largest to smallest) the Carso Group, Bill Gates and the founding Koplowitz family. FCC is incorporated in Spain, and has been providing services within the United States since 2008.

As the Vice President of Collection Operations, Dan Brazil is the authorized representative to negotiate with the City of Port Orange. Dan Brazil can be reached by phone at (832) 404-2597 or by email at dan.brazil@fccenvironmental.com.

TAB 3. PROJECT MANAGEMENT PLAN

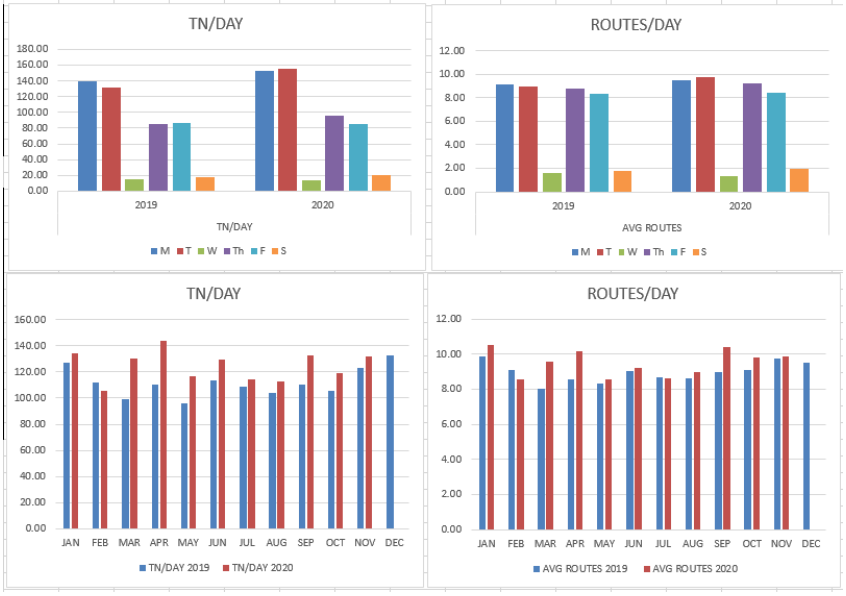
3.1 Current Service Analysis

To ensure FCC can provide a work plan for that meets and exceeds the requirements of the City, not only has FCC driven and navigated the streets of Port Orange, but it has carefully analyzed the data provided by the City during the bid process. Some of the most important data that can analyzed to view the current level of service is the disposal ticket information that was provided in addendum 1. The following tables provide an overview of some of the most important parameters related to the collection service (number of routes per day, number of trips to the landfill, tons per trip, etc...)

Current Garbage Analysis

	DAYS/YEAR		AVG ROUTES		N/DAY (AVG 52 DAYS		TN/DAY		AVG TRIP		TN/TRIP	
	2019	2020	2019	2020	2019	2020	2019	2020	2019	2020	2019	2020
M	52	48	9.12	9.48	7,294.65	7,367.27	140.28	153.48	1.40	1.48	11.02	10.95
T	51	47	8.96	9.79	6,698.39	7,314.65	131.34	155.63	1.40	1.48	10.72	10.76
W	30	23	1.60	1.35	458.43	325.36	15.28	14.15	1.10	1.03	8.65	10.17
Th	50	47	8.80	9.21	4,264.46	4,499.98	85.29	95.74	1.01	1.00	9.60	10.34
F	52	48	8.33	8.42	4,531.87	4,076.64	87.15	84.93	1.05	1.01	10.00	9.97
S	32	31	1.81	1.94	543.92	616.16	17.00	19.88	1.09	1.03	8.63	9.94
AVG	51.25	47.50	8.80	9.22	5,697.34	5,814.64	111.02	122.45	1.21	1.24	10.34	10.50

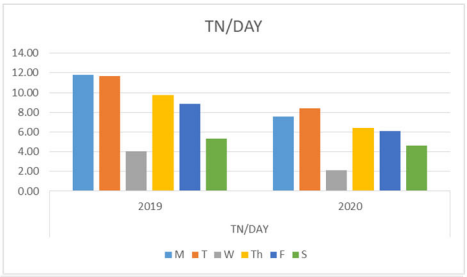
	DAYS/YEAR		AVG ROUTES		N/DAY (AVG 52 DAYS		TN/DAY		AVG TRIP		TN/TRIP	
	2019	2020	2019	2020	2019	2020	2019	2020	2019	2020	2019	2020
JAN	21	20	9.88	10.50	2,128.37	2,147.87	126.69	134.24	1.33	1.24	9.63	10.33
FEB	20	23	9.13	8.59	1,794.88	1,944.91	112.18	105.70	1.25	1.23	9.81	9.97
MAR	24	22	8.02	9.60	1,902.98	2,298.63	99.11	130.60	1.25	1.31	9.91	10.35
APR	24	20	8.59	10.19	2,117.73	2,295.83	110.30	143.49	1.29	1.29	9.94	10.88
MAY	25	24	8.30	8.59	1,915.67	2,243.81	95.78	116.87	1.15	1.25	10.03	10.89
JUN	20	23	9.06	9.24	1,822.42	2,384.20	113.90	129.58	1.20	1.29	10.47	10.84
JUL	24	25	8.70	8.60	2,088.30	2,288.30	108.77	114.42	1.17	1.23	10.65	10.85
AUG	23	24	8.64	8.96	1,915.10	2,163.73	104.08	112.69	1.13	1.24	10.64	10.16
SEP	21	20	8.99	10.44	1,850.76	2,122.51	110.16	132.66	1.21	1.17	10.11	10.88
OCT	23	22	9.08	9.83	1,948.20	2,093.18	105.88	118.93	1.10	1.17	10.65	10.31
NOV	20	21	9.75	9.88	1,974.81	2,217.09	123.43	131.97	1.17	1.25	10.85	10.71
DEC	22	0	9.55	0.00	2,332.50	0.00	132.53	0.00	1.28	0.00	11.55	0.00
AVG	22.50	23.00	8.97	9.49	1,982.64	2,200.01	111.90	124.65	1.21	1.24	10.35	10.56

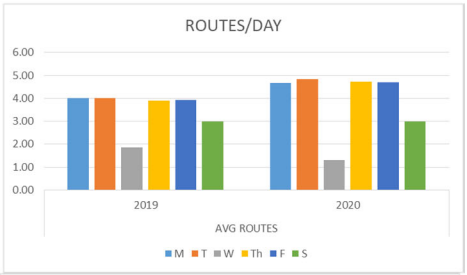


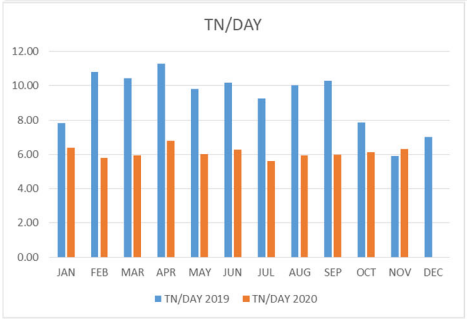
Current Recycling Analysis

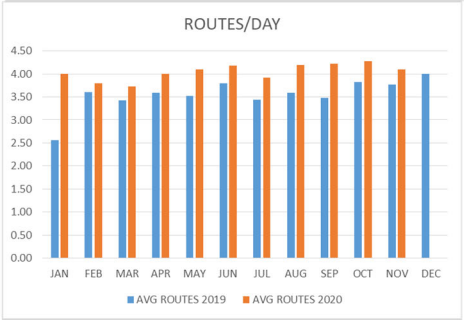
	DAYS/YEAR		AVG ROUTES		TN/DAY (AVG 52 DAYS)		TN/DAY		AVG TRIP		TN/TRIP	
	2019	2020	2019	2020	2019	2020	2019	2020	2019	2020	2019	2020
M	52	48	4.02	4.67	614.48	362.04	11.82	7.54	2.00	1.63	1.47	0.99
T	51	47	4.00	4.85	594.45	394.38	11.66	8.39	1.82	1.75	1.60	0.99
W	50	47	1.86	1.32	201.17	98.23	4.02	2.09	1.59	1.43	1.36	1.11
Th	51	47	3.90	4.72	496.02	302.63	9.73	6.44	1.64	1.30	1.52	1.05
F	52	48	3.92	4.69	458.48	292.06	8.82	6.08	1.52	1.18	1.48	1.10
S	3	2	3.00	3.00	15.98	9.27	5.33	4.64	1.11	1.33	1.60	1.16
AVG	51.20	47.40	3.54	4.05	472.92	289.87	9.21	6.11	1.72	1.46	1.48	1.05

	DAYS/YEAR		AVG ROUTES		TN/DAY (AVG 52 DAYS)		TN/DAY		AVG TRIP		TN/TRIP	
	2019	2020	2019	2020	2019	2020	2019	2020	2019	2020	2019	2020
JAN	23	23	2.57	4.00	179.70	146.68	7.81	6.38	1.86	1.53	1.63	1.04
FEB	20	20	3.60	3.80	216.40	116.14	10.82	5.81	1.82	1.41	1.65	1.08
MAR	21	22	3.43	3.73	219.28	130.42	10.44	5.93	1.86	1.50	1.64	1.06
APR	22	22	3.59	4.00	247.85	149.63	11.27	6.80	1.86	1.59	1.69	1.07
MAY	23	21	3.52	4.10	225.26	126.40	9.79	6.02	1.79	1.53	1.55	0.96
JUN	20	22	3.80	4.18	203.66	137.88	10.18	6.27	1.67	1.53	1.60	0.98
JUL	23	23	3.43	3.91	212.70	128.75	9.25	5.60	1.77	1.51	1.52	0.95
AUG	22	21	3.59	4.19	220.94	124.47	10.04	5.93	1.81	1.44	1.55	0.98
SEP	19	22	3.47	4.23	195.66	131.20	10.30	5.96	1.92	1.33	1.54	1.06
OCT	23	22	3.83	4.27	180.55	134.60	7.85	6.12	1.57	1.35	1.31	1.06
NOV	21	21	3.76	4.10	124.12	132.44	5.91	6.31	1.43	1.37	1.10	1.12
DEC	22	0	4.00	0.00	154.46	0.00	7.02	0.00	1.49	0.00	1.18	0.00
AVG	21.58	21.73	3.55	4.05	198.38	132.60	9.22	6.10	1.74	1.46	1.50	1.03





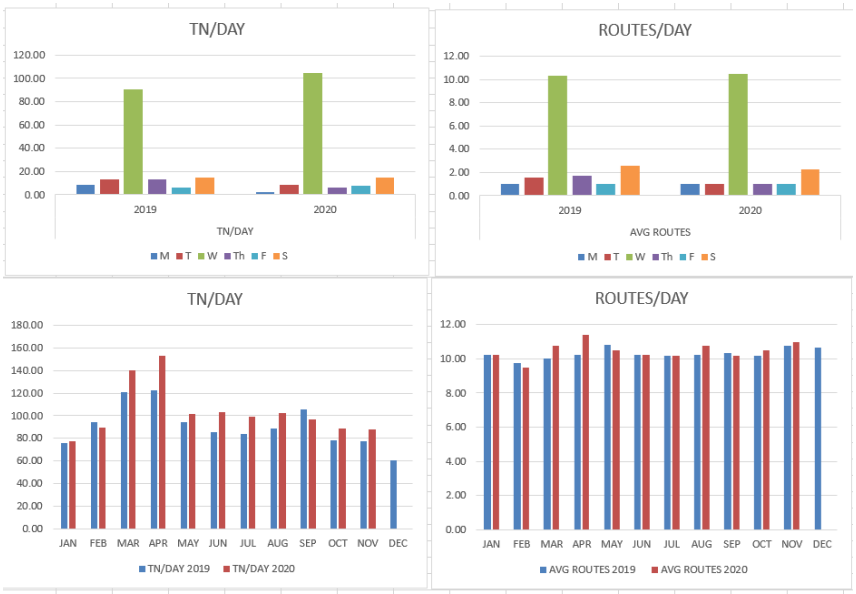




Current Yard and Garden Waste REL Analysis

	DAYS/YEAR		AVG ROUTES		N/DAY (AVG 52 DAYS		TN/DAY		AVG TRIP		TN/TRIP	
	2019	2020	2019	2020	2019	2020	2019	2020	2019	2020	2019	2020
M	5	1	1.00	1.00	43.10	1.98	8.62	1.98	1.00	1.00	8.62	1.98
T	7	3	1.57	1.00	94.19	26.43	13.46	8.81	1.00	1.00	8.56	8.81
W	49	47	10.31	10.49	4,442.60	4,906.97	90.67	104.40	1.07	1.11	8.21	8.95
Th	16	10	1.75	1.00	215.63	61.68	13.48	6.17	1.04	1.00	7.44	6.17
F	15	44	1.00	1.05	90.16	335.17	6.01	7.62	1.00	1.00	6.01	7.29
S	35	38	2.57	2.24	508.86	551.46	14.54	14.51	1.00	1.00	5.65	6.49
AVG	49.00	47.00	10.31	10.49	977.14	1,066.45	90.67	104.40	1.02	1.02	8.21	8.95

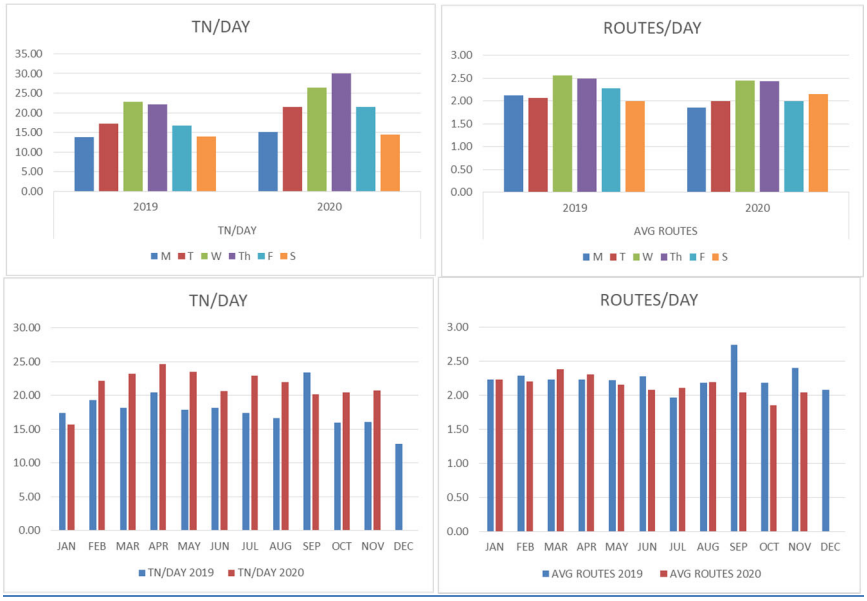
	DAYS/YEAR		AVG ROUTES		N/DAY (AVG 52 DAYS		TN/DAY		AVG TRIP		TN/TRIP	
	2019	2020	2019	2020	2019	2020	2019	2020	2019	2020	2019	2020
JAN	4	4	10.25	10.25	412.49	397.05	75.69	77.54	1.06	1.02	7.24	6.85
FEB	4	4	9.75	9.50	419.61	389.75	94.12	89.73	1.09	1.12	8.56	8.12
MAR	4	4	10.00	10.75	531.25	645.53	121.16	140.40	1.26	1.32	9.00	8.72
APR	4	5	10.25	11.40	595.85	843.01	122.76	153.06	1.16	1.36	8.89	9.37
MAY	5	4	10.80	10.50	569.77	485.64	94.33	101.21	1.00	1.04	8.50	8.52
JUN	4	4	10.25	10.25	437.34	512.96	85.71	103.07	1.00	1.00	7.67	9.50
JUL	5	5	10.20	10.20	487.37	604.09	83.88	99.29	1.00	1.01	7.99	8.88
AUG	4	4	10.25	10.75	487.86	537.56	88.55	102.29	1.02	1.02	8.00	8.53
SEP	3	5	10.33	10.20	471.68	576.15	105.58	96.45	1.12	1.02	7.37	8.86
OCT	5	4	10.20	10.50	427.55	461.93	78.58	88.43	1.02	1.02	7.25	7.83
NOV	4	4	10.75	11.00	326.26	430.02	77.18	88.07	1.00	1.02	7.09	7.54
DEC	3	0	10.67	0.00	227.51	0.00	60.42	0.00	1.00	0.00	5.17	0.00
AVG	49.00	47.00	10.31	10.48	449.55	534.88	90.66	103.59	1.06	1.09	7.73	8.43



Current YW Grapple Analysis

	DAYS/YEAR		AVG ROUTES		N/DAY (AVG 52 DAY		TN/DAY		AVG TRIP		TN/TRIP	
	2019	2020	2019	2020	2019	2020	2019	2020	2019	2020	2019	2020
M	52	48	2.12	1.85	715.73	726.60	13.76	15.14	2.25	2.22	2.90	3.67
T	51	47	2.06	2.00	878.08	1,008.14	17.22	21.45	2.74	2.69	3.05	3.98
W	50	47	2.56	2.45	1,141.50	1,239.17	22.83	26.37	2.77	2.77	3.22	3.90
Th	51	47	2.49	2.43	1,132.98	1,413.11	22.22	30.07	2.83	3.23	3.16	3.84
F	52	48	2.27	2.00	870.47	1,030.21	16.74	21.46	2.52	2.86	2.93	3.75
S	52	47	2.00	2.15	729.29	680.72	14.02	14.48	2.06	1.83	3.41	3.68
AVG	51.20	47.40	2.30	2.15	947.75	1,083.45	18.55	22.90	2.62	2.75	3.05	3.83

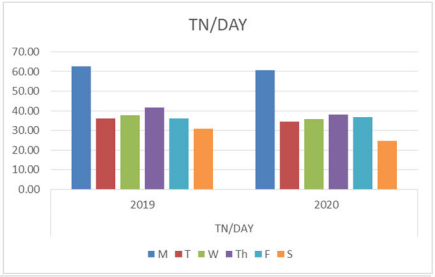
	DAYS/YEAR		AVG ROUTES		N/DAY (AVG 52 DAY		TN/DAY		AVG TRIP		TN/TRIP	
	2019	2020	2019	2020	2019	2020	2019	2020	2019	2020	2019	2020
JAN	26	26	2.23	2.23	453.07	408.58	17.43	15.71	2.66	2.40	2.94	2.94
FEB	24	25	2.29	2.20	463.11	553.14	19.30	22.13	2.71	2.73	3.11	3.69
MAR	26	26	2.23	2.38	471.37	603.58	18.13	23.21	2.72	2.60	2.98	3.75
APR	26	26	2.23	2.31	531.65	639.53	20.45	24.60	2.72	2.65	3.36	4.02
MAY	27	26	2.22	2.15	482.70	611.69	17.88	23.53	2.70	2.68	2.98	4.08
JUN	25	26	2.28	2.08	453.51	536.35	18.14	20.63	2.28	2.37	3.49	4.19
JUL	27	27	1.96	2.11	469.91	617.72	17.40	22.88	2.74	2.81	3.24	3.86
AUG	27	26	2.19	2.19	448.46	572.41	16.61	22.02	2.46	2.67	3.09	3.77
SEP	23	26	2.74	2.04	538.64	525.12	23.42	20.20	2.81	2.58	3.04	3.83
OCT	27	27	2.19	1.85	431.93	552.00	16.00	20.44	2.41	2.78	3.04	3.97
NOV	25	23	2.40	2.04	402.57	477.83	16.10	20.78	2.12	2.60	3.17	3.92
DEC	25	0	2.08	0.00	321.13	0.00	12.85	0.00	2.15	0.00	2.87	0.00
AVG	25.67	25.82	2.25	2.14	455.67	554.36	17.81	21.47	2.54	2.62	3.11	3.82

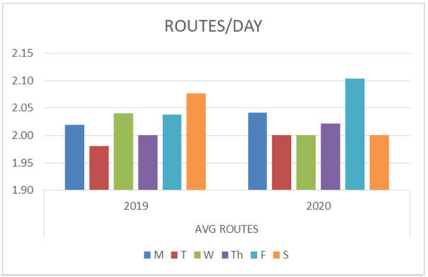


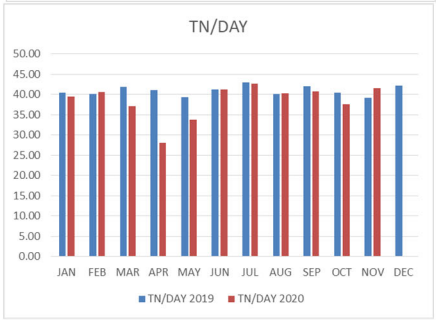
Current Commercial Analysis

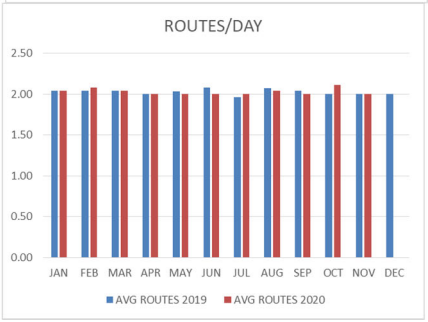
	DAYS/YEAR		AVG ROUTES		N/DAY (AVG 52 DAY		TN/DAY		AVG TRIP		TN/TRIP	
	2019	2020	2019	2020	2019	2020	2019	2020	2019	2020	2019	2020
M	52	48	2.02	2.04	3,252.17	2,913.89	62.54	60.71	2.52	2.78	12.27	10.71
T	51	47	1.98	2.00	1,848.45	1,617.28	36.24	34.41	2.01	2.00	9.11	8.60
W	50	47	2.04	2.00	1,888.96	1,676.02	37.78	35.66	1.99	2.02	9.31	8.82
Th	51	47	2.00	2.02	2,121.75	1,791.28	41.60	38.11	2.01	1.97	10.35	9.58
F	52	48	2.04	2.10	1,876.42	1,771.30	36.09	36.90	1.78	1.90	9.93	9.23
S	52	48	2.08	2.00	1,606.42	1,179.02	30.89	24.56	1.36	1.25	10.93	9.83
AVG	51.20	47.40	2.02	2.03	2,197.55	1,953.95	42.85	41.16	2.06	2.13	10.19	9.39

	DAYS/YEAR		AVG ROUTES		N/DAY (AVG 52 DAY		TN/DAY		AVG TRIP		TN/TRIP	
	2019	2020	2019	2020	2019	2020	2019	2020	2019	2020	2019	2020
JAN	26	26	2.04	2.04	1,049.83	1,025.97	40.38	39.46	1.92	1.92	10.29	10.06
FEB	24	25	2.04	2.08	963.16	1,016.43	40.13	40.66	1.92	1.87	10.25	10.48
MAR	26	26	2.04	2.04	1,088.91	965.40	41.88	37.13	1.96	1.94	10.47	9.37
APR	26	26	2.00	2.00	1,068.39	727.19	41.09	27.97	1.98	1.77	10.37	7.90
MAY	27	26	2.04	2.00	1,059.57	876.07	39.24	33.70	1.98	1.88	9.72	8.94
JUN	25	26	2.08	2.00	1,032.29	1,072.46	41.29	41.25	1.87	2.12	10.64	9.75
JUL	27	27	1.96	2.00	1,159.03	1,150.01	42.93	42.59	2.02	2.11	10.83	10.09
AUG	27	26	2.07	2.04	1,082.33	1,046.79	40.09	40.26	1.86	2.06	10.41	9.60
SEP	23	26	2.04	2.00	965.68	1,058.03	41.99	40.69	2.00	2.06	10.27	9.89
OCT	27	27	2.00	2.11	1,091.27	1,014.69	40.42	37.58	1.98	1.98	10.20	8.98
NOV	25	24	2.00	2.00	979.42	995.75	39.18	41.49	1.92	2.17	10.20	9.57
DEC	25	0	2.00	0.00	1,054.29	0.00	42.17	0.00	1.90	0.00	11.10	0.00
AVG	25.67	25.91	2.03	2.03	1,049.51	995.34	40.90	38.43	1.94	1.99	10.40	9.51





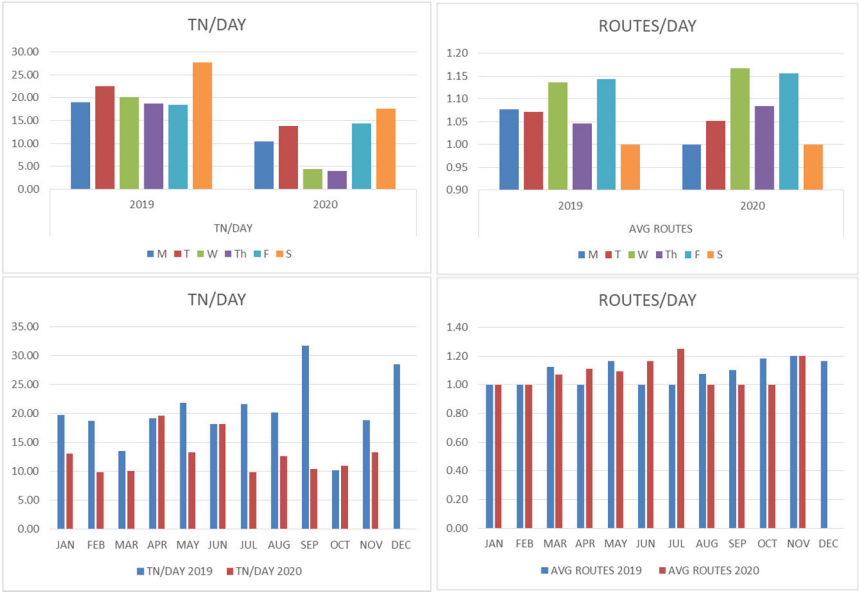




Current Roll-off Analysis

	DAYS/YEAR		AVG ROUTES		N/DAY (AVG 52 DAY		TN/DAY		AVG TRIP		TN/TRIP	
	2019	2020	2019	2020	2019	2020	2019	2020	2019	2020	2019	2020
M	13	7	1.08	1.00	246.33	73.19	18.95	10.46	2.00	1.43	8.80	7.32
T	28	39	1.07	1.05	627.93	536.43	22.43	13.75	2.50	2.73	8.37	4.79
W	22	12	1.14	1.17	440.77	53.37	20.04	4.45	2.16	1.21	8.16	3.14
Th	22	12	1.05	1.08	412.88	47.40	18.77	3.95	2.13	1.15	8.43	3.16
F	28	32	1.14	1.16	517.12	459.96	18.47	14.37	1.91	2.24	8.48	5.54
S	7	24	1.00	1.00	193.48	421.09	27.64	17.55	2.57	3.08	10.75	5.69
AVG	22.60	20.40	1.09	1.09	449.01	234.07	19.73	9.40	2.14	1.75	8.45	4.79

	DAYS/YEAR		AVG ROUTES		N/DAY (AVG 52 DAY		TN/DAY		AVG TRIP		TN/TRIP	
	2019	2020	2019	2020	2019	2020	2019	2020	2019	2020	2019	2020
JAN	8	13	1.00	1.00	157.53	169.61	19.69	13.05	2.50	2.23	7.88	5.85
FEB	9	13	1.00	1.00	168.73	128.17	18.75	9.86	2.00	2.00	9.37	4.93
MAR	8	14	1.13	1.07	108.07	140.61	13.51	10.04	1.89	2.20	6.36	4.26
APR	7	9	1.00	1.11	134.48	176.72	19.21	19.64	2.57	2.90	7.47	6.09
MAY	12	11	1.17	1.09	261.38	146.11	21.78	13.28	1.64	2.08	11.36	5.84
JUN	13	12	1.00	1.17	236.02	218.24	18.16	18.19	1.92	2.07	9.44	7.53
JUL	7	12	1.00	1.25	151.50	118.40	21.64	9.87	2.29	2.00	9.47	3.95
AUG	13	10	1.08	1.00	261.72	126.02	20.13	12.60	1.79	2.40	10.47	5.25
SEP	10	11	1.10	1.00	317.23	114.91	31.72	10.45	3.18	2.91	9.06	3.59
OCT	11	11	1.18	1.00	112.24	120.26	10.20	10.93	2.00	2.45	4.32	4.45
NOV	10	10	1.20	1.20	188.07	132.39	18.81	13.24	2.00	2.25	7.84	4.90
DEC	12	0	1.17	0.00	341.54	0.00	28.46	0.00	2.71	0.00	8.99	0.00
AVG	10.00	11.45	1.08	1.08	203.21	144.68	20.17	12.83	2.21	2.32	8.50	5.15



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3.2 Work Plan

FCC prides itself in the level of service that it provides to its customers. FCC has achieved an unprecedented level of success in providing excellent service to the municipalities where it operates.

The key to this success is the operational planning that FCC determines prior to the contract, and the systems and procedures it has put in place to ensure that this level of service is provided to all of the customers and residents that FCC services. To properly service the City of Port Orange, FCC has created a Project Management plan to properly service the residents and commercial customers in the City of Port Orange. The sections below narrate the Project Management plan for the services requested by the City.

a Residential Services

The City of Port Orange is a growing community south of the City of Daytona, with approximately 24,195 residential units. Depending on the solid waste scenario that is chosen by the City, Residential services will be provided Monday through Friday. Each residential service unit will receive solid waste services, and all other collection services (program recyclable material services and yard waste services) on a weekly basis with 7 days apart.

a.i Twice a week Solid Waste & Bulk Collection Services – Customer Provided Containers

Through the RFP process, the City is requesting the collection of residential solid waste via customer owned containers twice a week. This service would be provided on a twice a week schedule (Monday/Tuesday and Thursday/Friday). FCC shall remove residential bulk waste within 24 hours of route driver notification to our route managers.

To properly determine the number of routes needed to service the City of Port Orange, FCC has allotted a maximum number of customers for each route or vehicle to service per day. FCC would be providing service to approximately 12,150 customers on each of the collection days. To properly service this number of customers per day, FCC will field fourteen **(14) garbage collections routes operating on the 4 collection days**. FCC has estimated a set out rate of 95%. For this scenario, FCC has designed the service so that it can complete routes on Mondays & Tuesdays, which will have a higher participation and higher number of tons collected when compared to Thursday & Friday. For this scenario FCC will be servicing these routes using 25 CY (cubic yard) rear load vehicles. The use of rear load collection vehicles will allow FCC to provide Bulky collection services on the same solid waste route. All routes will be staffed with one (1) driver and one (1) helper.

As mentioned above, FCC has designed these routes to be staffed with one helper on each route. This is done to ensure the safety of our employees while servicing and to help avoid double siding, or zig-zagging while providing service to the City of Port Orange. Additionally, FCC has designed the service with fourteen (14) collection routes so as to lower the number of working hours of our employees to a safer level, all while **improving the quality of service that the City of Port Orange will receive.**

Included below is a table identifying how the service has been designed for the once a week collection of twice a week residential garbage using customer owned containers.

WORKING DAY (Hours)			
Working Day (Hrs)	**10.00**	**10.00**	**10.00**
Trip to the Disposal Facility	0.33	0.33	0.33
Dumping in the Disposal Facility	0.25	0.25	0.25
Nº Loads	**1**	**2**	**3**
Pre-route time	0.50	0.50	0.50
Trip from Yard to route 1st stop	0.33	0.33	0.33
Incidentals and fill up	0.25	0.25	0.25
Trip from Disposal Facility to Yard	0.25	0.25	0.25
Post-route time	0.33	0.33	0.33
Effective collection time	**7.75**	**6.83**	**5.92**

EFFICIENCY PER WORKING DAY				
1-2 LOADS	**Truck Type**	**Time/ Unit**	**Nº Units collected/daily**	**Nº Drive-byes/daily**
	REL trucks	34.00 sec	**821**	**864**

MEASURING RESIDENTIAL SOLID WASTE COLLECTION SERVICE IN ORDER TO TIME								
1-2 LOADS	**Truck Type**	**Nº units collected/day**	**Nº Drive-byes/daily work**	**Nº Routes/Day (Calculation)**	**Nº Routes/Day (Rounded)**	**Collected Tn/day**	**Loads/ w.day**	**Tn/Load/ Route**
	REL trucks	11,543	12,150	14.07	**14.00**	**130.00**	1	9.29
				TOTAL	**14.00**	**130.00**		

a.ii Once a week Solid Waste & Bulky Collection Services – Customer Provided Containers

Through the RFP process two alternative residential garbage collection scenarios were identified. The first alternative of residential solid waste collection was a once per week garbage & bulk collection using customer owned containers. This service would be provided on a 5 day collection schedule (Monday through Friday).

Using this collection schedule of 5 days per week, FCC would be providing service to approximately 4,860 customers on each of the collection days. To properly service this number of customers per day, FCC will have seven **(7) garbage collection routes operating on the 5 collection days**. FCC has estimated a set out rate of 100%. For this scenario FCC will be servicing these routes using 25 CY (cubic yard) rear load vehicles. The use of rear load collection vehicles will allow FCC to provide Bulky collection services on the same solid waste route. All routes will be staffed with one (1) driver and one (1) helper. Included below is a table identifying how the service has been designed for the once a week collection of once a week residential garbage using customer owned containers:

As with the base level of garbage collection service mentioned above, FCC has designed these routes to be staffed with one helper on each route. This is done to ensure the safety of our employees while servicing and to help avoid double siding, or zig-zagging while providing service to the City of Port Orange.

WORKING DAY (Hours)			
Working Day (Hrs)	**10.00**	**10.00**	**10.00**
Trip to the Disposal Facility	0.33	0.33	0.33
Dumping in the Disposal Facility	0.25	0.25	0.25
Nº Loads	**1**	**2**	**3**
Pre-route time	0.50	0.50	0.50
Trip from Yard to route 1st stop	0.33	0.33	0.33
Incidentals and fill up	0.25	0.25	0.25
Trip from Disposal Facility to Yard	0.25	0.25	0.25
Post-route time	0.33	0.33	0.33
Effective collection time	**7.75**	**6.83**	**5.92**

EFFICIENCY PER WORKING DAY				
2 LOADS	**Truck Type**	**Time/ Unit**	**Nº Units collected/daily**	**Nº Drive-byes/daily work**
	REL trucks	34.00 sec	**724**	**724**

MEASURING RESIDENTIAL SOLID WASTE COLLECTION SERVICE IN ORDER TO TIME								
2 LOADS	**Truck Type**	**Nº units collected/day**	**Nº Drive-byes/daily work**	**Nº Routes/Day (Calculation)**	**Nº Routes/Day (Rounded)**	**Collected Tn/day**	**Loads/ w.day**	**Tn/Load/ Route**
	REL trucks	4,860	4,860	6.72	**7.00**	**105.00**	2	7.50
				TOTAL	**7.00**	**105.00**		

a.iii Once a week Solid Waste & Bulky Collection Services – FCC Provided Carts

The second alternative of residential solid waste collection was a once per week garbage & bulk collection using FCC provided Carts. This service would be provided on a 5 day collection schedule and collected with Automated Side Load (ASL) vehicles.

Using this collection schedule of 5 days per week, FCC would be providing service to approximately 4,860 customers on each of the collection days. To properly service this number of customers per day, FCC will have seven **(5) garbage collection routes operating on the 5 collection days**. FCC has estimated a set out rate of 100%. For this scenario FCC will be servicing these routes using 25 CY (cubic yard) automated side load vehicles, staffed with one (1) driver. Bulk Collections would be picked up within 24 hours by one (1) rear load collection vehicle. Included below is a table identifying how the service has been designed for the once a week collection of once a week residential garbage using FCC provided carts:

WORKING DAY (Hours)			
Working Day (Hrs)	**10.00**	**10.00**	**10.00**
Trip to the Disposal Facility	0.33	0.33	0.33
Dumping in the Disposal Facility	0.25	0.25	0.25
Nº Loads	**1**	**2**	**3**
Pre-route time	0.50	0.50	0.50
Trip from Yard to route 1st stop	0.33	0.33	0.33
Incidentals and fill up	0.25	0.25	0.25
Trip from Disposal Facility to Yard	0.25	0.25	0.25
Post-route time	0.33	0.33	0.33
Effective collection time	**7.75**	**6.83**	**5.92**

EFFICIENCY PER WORKING DAY				
2 LOADS	**Truck Type**	**Time/ Unit**	**Nº Units collected/daily**	**Nº Drive-byes/daily**
	ASL Trucks	26.00 sec	**946**	**946**

MEASURING RESIDENTIAL SOLID WASTE COLLECTION SERVICE IN ORDER TO TIME								
2 LOADS	**Truck Type**	**Nº units collected/day**	**Nº Drive-byes/daily work**	**Nº Routes/Day (Calculation)**	**Nº Routes/Day (Rounded)**	**Collected Tn/day**	**Loads/ w.day**	**Tn/Load/ Route**
	ASL Trucks	4,860	4,860	5.14	**5.00**	**105.00**	2	10.50
				TOTAL	**5.00**	**105.00**		

a.iv Weekly Dual Sort Residential Recycling

Through the RFP process, the City is requesting the collection of dual sort recycling using two bins occurring on a once per week collection schedule (Monday through Friday).

Using this collection schedule of 5 days per week, FCC would be providing service to approximately 4,860 customers on each of the collection days. To properly service this number of customers per day, FCC will have five **(5) recycling collection routes operating on the 5 collection days.** FCC has estimated a set out rate of 80%. For this scenario FCC will be servicing these routes using 32 CY (cubic yard) Manual Side Load (MASL) vehicles. All routes will be staffed with one (1) driver. Included below is a table identifying how the service has been designed for the collection of every week residential recycling:

WORKING DAY (Hours)			
Working Day (Hrs)	**9.50**	**9.50**	**9.50**
Trip to the Disposal Facility	0.33	0.33	0.33
Dumping in the Disposal Facility	0.25	0.25	0.25
Nº Loads	**1**	**2**	**3**
Pre-route time	0.50	0.50	0.50
Trip from Yard to route 1st stop	0.33	0.33	0.33
Incidentals and fill up	0.25	0.25	0.25
Trip from Disposal Facility to Yard	0.25	0.25	0.25
Post-route time	0.33	0.33	0.33
Effective collection time	**7.25**	**6.33**	**5.42**

EFFICIENCY PER WORKING DAY				
1 LOAD	**Truck Type**	**Time/ Unit**	**Nº Units collected/daily**	**Nº Drive-byes/daily**
	Split Body trucks	34.00 sec	**768**	**960**

MEASURING RESIDENTIAL RECYCLABLE MATERIALS COLLECTION SERVICE IN ORDER TO TIME								
1 LOAD	**Truck Type**	**Nº units collected/day**	**Nº Drive-byes/daily work**	**Nº Routes/Day (Calculation)**	**Nº Routes/Day (Rounded)**	**Collected Tn/day**	**Loads/ w.day**	**Tn/Load/ Route**
	Split Body trucks	3,888	4,860	5.06	**5.00**	**9.00**	1	1.80
				TOTAL	**5.00**	**9.00**		

a.v Weekly Vegetative Garden & Yard Debris paired with Twice per Week Garbage

Through the RFP process, the City is requesting the collection of vegetative garden and yard debris once per week for each residential customer with 7 days between collections. This service would be provided once per week on Wednesdays.

Using this collection schedule of 1 day per week, FCC would be providing service to approximately 24,300 customers in one collection day. To properly service this number of customers, FCC will have fourteen **(14) vegetative garden & yard debris collection routes operating on this 1 collection day.** FCC has estimated a set out rate of 20%. For this scenario FCC will be servicing these routes using 25 CY (cubic yard) Rear Load (REL) vehicles. All routes will be staffed with one (1) driver and one (1) helper. Included below is a table identifying how the service has been designed for the collection of weekly vegetative garden and yard debris:

WORKING DAY (Hours)			
Working Day (Hrs)	**10.00**	**10.00**	**10.00**
Trip to the Disposal Facility	0.33	0.33	0.33
Dumping in the Disposal Facility	0.25	0.25	0.25
Nº Loads	**1**	**2**	**3**
Pre-route time	0.50	0.50	0.50
Trip from Yard to route 1st stop	0.33	0.33	0.33
Incidentals and fill up	0.25	0.25	0.25
Trip from Disposal Facility to Yard	0.25	0.25	0.25
Post-route time	0.33	0.33	0.33
Effective collection time	**7.75**	**6.83**	**5.92**

EFFICIENCY PER WORKING DAY				
1 LOAD	**Truck Type**	**Time/ Unit**	**Nº Units collected/daily**	**Nº Drive-byes/daily**
	Rear loader truck	80.00 sec	**349**	**1,744**

MEASURING RESIDENTIAL YARD WASTE COLLECTION SERVICE IN ORDER TO TIME								
1 LOAD	**Truck Type**	**Nº units collected/day**	**Nº Drive-byes/daily work**	**Nº Routes/Day (Calculation)**	**Nº Routes/Day (Rounded)**	**Collected Tn/day**	**Loads/ w.day**	**Tn/Load/ Route**
	Rear loader truck	4,860	24,300	13.94	**14.00**	**135.00**	1	9.64
				TOTAL	**14.00**	**135.00**		

FCC has analyzed the disposal tickets provided by the City to identify any possible trends in yard waste services. In our proposal we have proposed an average 14 REL routes working an average of 10 hours per day. However, based on the analysis, during the High Season (March to May) the generation of yard waste increases by 25%, which means we will run either a higher number of routes or each route will work a higher number of hours for that particular period of time. During the Low Season (October to January) when the yard waste generation drops almost 40% it will occur the opposite, the proposed routes will either be working less hours per day or we will deploy a lower number of routes per day.

In addition to the fourteen (14) yard waste routes being serviced by the Rear Load (REL) collection vehicles, **FCC will supplement these routes with two (2) grapple (GRP) collection to pick up large vegetative garden & yard debris.** These routes will operate on a 5 day collection schedule (Monday through Friday).

a.vi Weekly Vegetative Garden & Yard Debris paired with Once per week Garbage

Through the RFP process, the City is requesting the collection of vegetative garden and yard debris once per week for each residential customer with 7 days between collections. This service would be provided once per week Monday through Friday.

Using this collection schedule of 5 days per week, FCC would be providing service to approximately 4,860 customers in one collection day. To properly service this number of customers, FCC will have three **(3) vegetative garden & yard debris collection routes operating on the 5 collection days.** FCC has estimated a set out rate of 20%. For this scenario FCC will be servicing these routes using 25 CY (cubic yard) Rear Load (REL) vehicles. All routes will be staffed with one (1) driver and one (1) helper. Included below is a table identifying how the service has been designed for the collection of weekly vegetative garden and yard debris:

WORKING DAY (Hours)			
Working Day (Hrs)	**10.00**	**10.00**	**10.00**
Trip to the Disposal Facility	0.33	0.33	0.33
Dumping in the Disposal Facility	0.25	0.25	0.25
Nº Loads	**1**	**2**	**3**
Pre-route time	0.50	0.50	0.50
Trip from Yard to route 1st stop	0.33	0.33	0.33
Incidentals and fill up	0.25	0.25	0.25
Trip from Disposal Facility to Yard	0.25	0.25	0.25
Post-route time	0.33	0.33	0.33
Effective collection time	**7.75**	**6.83**	**5.92**

EFFICIENCY PER WORKING DAY				
1 LOAD	**Truck Type**	**Time/ Unit**	**Nº Units collected/daily**	**Nº Drive-byes/daily work**
	Rear loader truck	80.00 sec	**349**	**1,744**

MEASURING RESIDENTIAL YARD WASTE COLLECTION SERVICE IN ORDER TO TIME								
1 LOAD	**Truck Type**	**Nº units collected/day**	**Nº Drive-byes/daily work**	**Nº Routes/Day (Calculation)**	**Nº Routes/Day (Rounded)**	**Collected Tn/day**	**Loads/ w.day**	**Tn/Load/ Route**
	Rear loader truck	972	4,860	2.79	**3.00**	**27.00**	1	9.00
				TOTAL	**3.00**	**27.00**		

FCC has analyzed the disposal tickets provided by the City to identify any possible trends in yard waste services. In our proposal we have proposed an average 3 REL routes working an average of 10 hours per day. However, based on the analysis, during the High Season (March to May) the generation of yard waste increases by 25%, which means we will run either a higher number of routes or each route will work a higher number of hours for that particular period of time. During the Low Season (October to January) when the yard waste generation drops almost 40% it will occur the opposite, the proposed routes will either be working less hours per day or we will deploy a lower number of routes per day.

In addition to the three (3) yard waste routes being serviced by the Rear Load (REL) collection vehicles, **FCC will supplement these routes with two (2) grapple (GRP) collection to pick up large vegetative garden & yard debris.** These routes will operate on a 5 day collection schedule (Monday through Friday).

b Commercial Hand Pick-Ups

Within the RFP approximately 300 commercial hand pick up customers were identified. These customers will be collected using the proposed residential vehicles. The collection of the commercial hand pick-ups will vary depending on the garbage and household trash alternatives selected by the City of Port Orange.

The first option (base option) would be collection of the commercial hand pick-up customers on a twice per week basis using either 5 (32 GAL) containers or a 96 Gal Cart owned by the customer. These customers would be collected using the fourteen (14) garbage routes operating on Monday/Thursday & Tuesday/Friday. These routes would be staffed with one (1) driver and one (1) helper.

Alternate 1 would be collection of the commercial hand pick-up customers on a once per week basis using either 5 (32 GAL) containers or a 96 Gal Cart owned by the customer. These customers would be collected using the seven (7) garbage routes operating on Monday through Friday. These routes would be staffed with one (1) driver and one (1) helper.

Alternate 2 would be collection of the commercial hand pick customers on a once per week basis using FCC provided 96 Gal carts. These customers would be collected using the five (5) garbage routes operating on Monday through Friday.

c Commercial and Industrial Units – Mechanical Collection

The majority of commercial dumpster customers are going to be collected using a collection schedule of 5 days per week. However, some customers require collection on Saturdays and Sundays.

FCC would be providing service to approximately 510 customers on each of the collection days (M-F) and around 11 customers on Saturday & Sunday. To properly service this amount of customers per day, FCC will have two **(2) Commercial Dumpsters collection routes operating on 5 collection days and one (1) Commercial Dumpsters collection route operating on Saturday and Sunday.** For this scenario FCC will be servicing these routes using 37 CY (cubic yard) front end load vehicles. All routes will be staffed with one (1) driver.

WORKING DAY (Hours)			
Working Day (Hrs)	**10.00**	**10.00**	**10.00**
Trip to the Disposal Facility	0.33	0.33	0.33
Dumping in the Disposal Fa	0.25	0.25	0.25
Nº Loads	**1**	**2**	**3**
Pre-route time	0.50	0.50	0.50
Trip from Yard to route 1st s	0.33	0.33	0.33
Incidentals and fill up	0.25	0.25	0.25
Trip from Disposal Facility t	0.25	0.25	0.25
Post-route time	0.33	0.33	0.33
Effective collection time	**7.75**	**6.83**	**5.92**

EFFICIENCY PER WORKING DAY				
2 LOADS	**Truck Type**	**Time/ Unit**	**Effic. (Cont/Min)**	**Nº Unit/daily work**
	Front loader trucks	255.00 sec	0.24	**96**

MEASURING COMMERCIAL DUMPSTERS COLLECTION SERVICE IN ORDER TO TIME							
2 LOADS	**Truck Type**	**Nº units collected/day**	**Nº Routes/Day (Calculation)**	**Nº Routes/Day (Rounded)**	**Collected Tn/day**	**Loads/ w.day**	**Tn/Load/ Route**
	Front loader trucks	**206**	2.14	**2.00**	**40.00**	2	10.00
			TOTAL	**2.00**	**40.00**		

d. City Services

Table below shows the current collection schedule and service frequencies for City Facilities:

CITY FACILITIES AND FREQUENCY OF COLLECTION			
FACILITY NAME	**Street or Rd**	**SIZE**	**# PICK-UPS**
FIRE STATION 74 (AIRPORT ROAD PARK)	AIRPORT RD.	2	3
FIRE STATION 72	CENTRAL PARK BLVD	6	1
FIRE STATION 73	CITY CENTER BLVD.	4	1
CITY OF P.O. CITY HALL	CITY CENTER CIR.	4	6
CITY OF P.O. AMPHITHEATER	CITY CENTER CIR.	4	2
CITY OF P.O. GYM	CITY CENTER CIR.	4	3
PORT ORANGE BALLFIELDS	CITY CENTER DR	4	3
YMCA	CITY CENTER PARKWAY	8	3
PORT ORANGE POLICE DEPARTMENT	CLYDE MORRIS BLVD.	8	3
CITY OF PORT ORANGE ALLAN GREEN CENTER	CLYDE MORRIS BLVD.	8	3
CITY OF PORT ORANGE BALLFIELD	CORACI BLVD	6	2
CITY OF PORT ORANGE BALLFIELD	CORACI BLVD	6	2
CITY OF PORT ORANGE PARK	DEER FEED TRL	4	2
CITY OF P.O. CAUSEWAY PARK	DUNLAWTON AV.	8	6
CITY OF P.O. DLH ANNEX	DUNLAWTON AV.	4	3
PARKS & RECREATION ANNEX	HALIFAX DR.	4	2
CITY OF P.O. WAREHOUSE	OAK ST.	8	3
CITY OF P.O. WASTEWATER	OAK ST.	2	6
CITY OF P.O. WASTEWATER	OAK ST.	2	6
CITY OF P.O. WASTEWATER	OAK ST.	2	6
CITY OF P.O. WASTEWATER	OAK ST.	4	4
CITY OF P.O. WASTEWATER	OAK ST.	4	6
GOLF TRUST (CYPRESS HEAD CLUBHOUSE)	PALM VISTA	6	3
POLICE SHOOTING RANGE	PIONEER TRAIL	8	1
CITY OF PORT ORANGE SPORTS FIELDS	RICHEL DR.	4	1
CHAMBER OF COMMERCE (R-SIDE PAV)	RIDGEWOOD AV.	8	2
RIVERWALK PARK	RIDGEWOOD AV.	8	2
FIRE STATION 71	RIDGEWOOD AV.	4	1
CITY OF P.O. ADULT ACTIVITY CENTER	RIDGEWOOD AV.	4	3
ALL CHILDREN'S PARK / TENNIS COURTS	SPRUCE CREEK RD.	4	2
CITY OF P.O. ALL CHILDREN PARK	SPRUCE CREEK RD.	4	2
FIRE STATION 75	TOWNWEST BLVD.	2	1
CITY OF P.O. RECREATION MAINT	TRAILWOOD DR.	4	2
CITY OF P.O. PUBLIC WORKS	VIRGINIA AVE	6	3
CITY OF P.O. PUBLIC WORKS	VIRGINIA AVE	6	3
CITY OF P.O. GARNSEY WATER PLANT	WELLFIELD DR.	4	1
CYPRESS HEAD GOLF COURSE (MAINTENANCE)	WILLIAMSON BLVD	6	3

In addition to collections at the City Facilities identified above, FCC will collect recyclable materials from designated City offices. FCC will also place a roll-off container at the City's Public Works facility for the collection of used tires from City vehicles. Containers located at the Wastewater Treatment Facility for inorganic material and grit will be collected on a daily basis. FCC will also provide roll of containers at the locations specified by the City, for the collection of debris from the City's street sweepers.

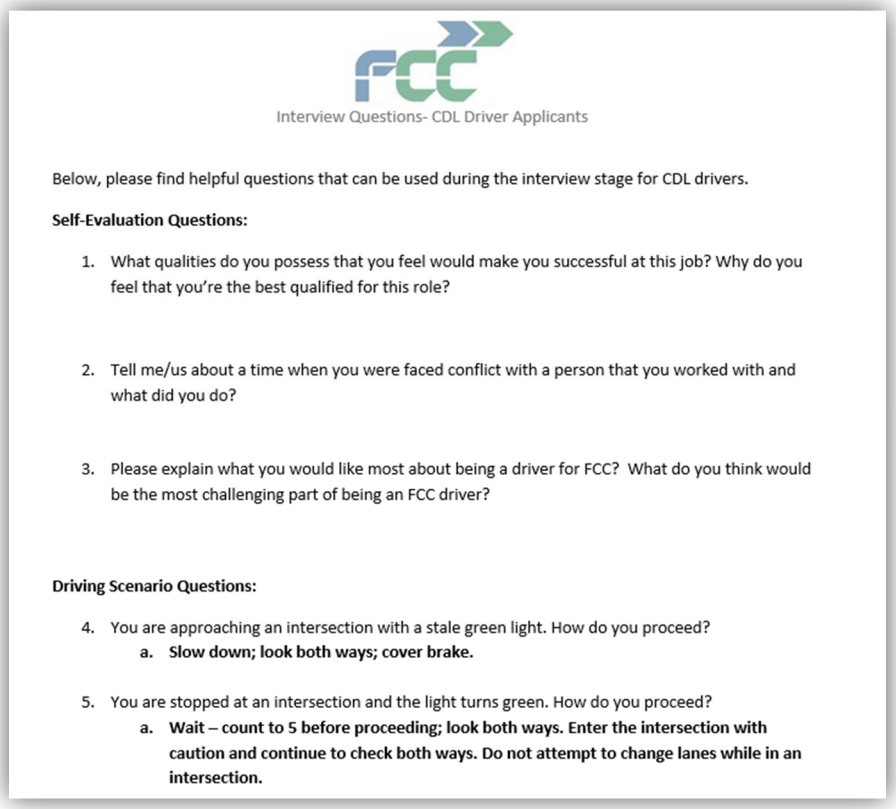
3.3 Staffing Plan

People are the core of our business and services. FCC has been successful in all of its's new contracts due to the quality of employees it hires, and the training it provides for employees to continue to grow professionally. **FCC has carefully researched the City of Port Orange and determined the number of resources and staff needed to service the City.**

FCC has a dedicated team of HR professionals that have vast experience sourcing and recruiting new talent. A short list of FCC's recent contract commencements and the number of personnel required for each of those operations is a testament to that fact. FCC's HR team utilizes all forms of media to include local newspapers, trade magazines, radio and online recruiting companies such as Indeed.com and LinkedIn to "get the word out".

Hiring

All applicants are required to complete an application, provide necessary documentation such as driver's license, social security card and depending upon the position they are applying for, additional documents.



Interview Questions- CDL Driver Applicants

Below, please find helpful questions that can be used during the interview stage for CDL drivers.

Self-Evaluation Questions:

1. What qualities do you possess that you feel would make you successful at this job? Why do you feel that you're the best qualified for this role?

2. Tell me/us about a time when you were faced conflict with a person that you worked with and what did you do?

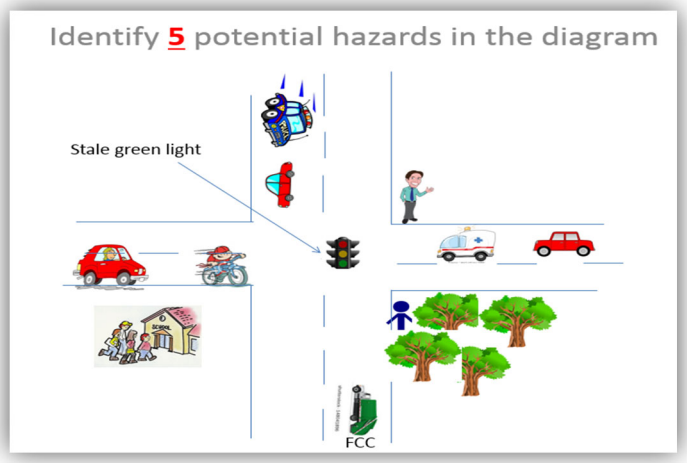
3. Please explain what you would like most about being a driver for FCC? What do you think would be the most challenging part of being an FCC driver?

Driving Scenario Questions:

4. You are approaching an intersection with a stale green light. How do you proceed?
   a. **Slow down; look both ways; cover brake.**

5. You are stopped at an intersection and the light turns green. How do you proceed?
   a. **Wait – count to 5 before proceeding; look both ways. Enter the intersection with caution and continue to check both ways. Do not attempt to change lanes while in an intersection.**

FCC has transitioned multiple contracts where it has worked with the incumbent haulers, to give priority to employees who would be displaced. As with FCC's previous transitions, will give priority to all employees which meet FCC's employment standards. FCC will ensure that all employees from the incumbent hauler are able to fill out applications and complete all onboarding materials during hours that will not interfere with the current operations. This allows for FCC to select interview and hire employees, without affecting the incumbent's collection services within the City of Port Orange. Once the application is completed and reviewed; an interview is completed. During this time, if the applicant is applying for a driver position, for example, we utilize several documents, including our safety questionnaire and hazard identification sheet, which is below:



FCC utilizes a third party administrator (TPA) who conducts an investigation into the applicant's previous work history; verifies social security information; conducts a criminal and background check and submits a report for our Human Resources department to review and determine if the applicant meets the criteria for the position in which they applied. For our CDL drivers, we also have a driver evaluation form that we use, which is an internal form that utilizes a point system based upon violations and accidents while operating a motor vehicle. We also employ the DOT Pre-Employment Screening Program (PSP) which is a voluntary system that provides information from the FMCSA records for drivers who have a CDL and who provide authorization to FCC.

Along with the verification of past employment, criminal history, etc. we also have a very thorough job description list that we use during the interview to ensure that the applicant has clear knowledge and understanding of the job duties for which he/she is applying for; a section of this list is below:

JOB TITLE:	Residential Rear-Loader Driver/Helper
PURPOSE:	To drive a rear-loader truck on residential routes to collect and transport solid waste to landfills for disposal. Assists in physically loading waste. Responsible for safely, efficiently, and courteously serving customers.

Job Duties	Methods, Procedures, Equipment, Material	Skills, Abilities, Knowledge	Physical Requirements (Typical)	Output Productivity	Working Conditions	Essential/ Marginal
Performs daily pre- and post-trip inspections. Completes and submits the vehicle condition report at the end of the shift.	Walk around visual inspection to check for water, oil, fuel, and hydraulic system leaks. Inspects safety equipment, gauges, fluid levels and checks to ensure that all equipment and systems are operational. After startup, checks gauges and controls.	Knowledge of the truck and its components, and the basic maintenance requirements for safe operation. Ability to read complete vehicle condition reports.	Walking, bending, climbing, crouching, visually inspecting around and unde the truck and its components.	Daily, less than 2% of the day.	Outdoors in all weather conditions.	Essential
Drives the rear-load truck along residential routes to collect waste and, when the truck is full, to the landfill for disposal.	Drives a heavy diesel rear-load truck. Frequent stops. Climbs in and out of truck cab, as needed, to help load residential waste.	Must meet the following requirements: 1.) Class A or B CDL; 2.) One year or equivalent commercial truck driving experience and 3.) In the most recent 36 month period, as verified by a current MVR: a. no more than two-2 moving violations or accidents; b. no suspension or revocation due to a moving violation or accident, and c. no DUI - driving under the influence- convictions. Must demonstrate ability to maneuver truck into and out of minimum clearance spaces, using mirrors to back distances up to approximately 120 feet.	Must have a valid DOT medical card. Sufficient stamina for driving a heavy truck, equipped with a 5 or 7-speed manual transmission, climbing in and out of the truck cab to assist in loading residential waste. Grasping, gripping controls. Able to work utilizing safety equipment, including hearing protection, steel-toed workshoes, utility gloves, reflective vest, and safety glasses.	Approximately 50-60% of work day. Work day varies from 6-12, depending on route type, day of week and seasonal variation. Summer schedule typically requires 55-60 hours per week. Winter schedule is typically 40-48 hours per week.	Outdoors and in an un-air conditioned truck cab, all weather conditions.	Essential

Safety Training

The goal at FCC is to ensure that we train and develop our employees so that they can complete their daily tasks in a safe and efficient manner, while continuously improving and raising their skills, knowledge and ability to be the best employees.

We create, promote and foster individual and organizational effectiveness by developing and offering an array of innovative and diverse training topics that support the organizations commitment to employee development, partnership and overall organizational enrichment.

We adjust our training curriculum based upon trends, regulations and company protocol.

i. **New Hire Orientation**
   All employees attend New Hire Orientation Training upon hire and prior to operating any company owned equipment. The orientation is comprised of the following:

a. Review of FCC policies and procedures.
b. Review of Regulatory Training requirements as outlined by OSHA, DOT, FMCSA and other regulatory agencies.
c. Review of Safe Operations of equipment, which includes but is not limited to operation of Commercial Motor Vehicles; Forklifts, Service Vehicles and dollies or other equipment that may be utilized to safely complete the required tasks.
d. Defensive Driving Techniques. This is an interactive program based upon classroom curriculum but includes behind the wheel training.

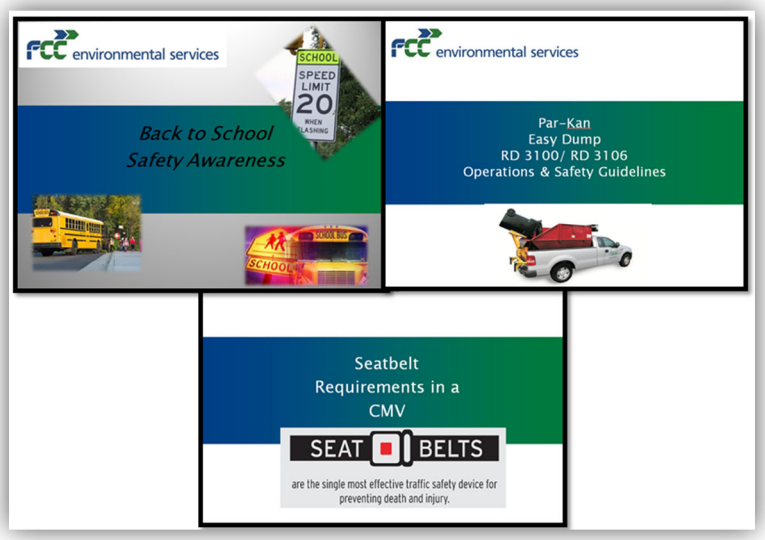
ii. On-The-Job Training

a. Employees complete a two-week on-the-job training, utilizing a specialized training curriculum based upon the equipment that will be operated.
b. New employees are assigned a mentor or driver trainer who will work with newly hired employee to ensure that he/she completes the orientation and has full knowledge and understanding of the regulatory, customer and company requirements.
c. Employees continue through the new hire orientation program for a period of 90 days.
d. Senior Management will review the records and conduct periodic interviews to ensure that the employee is fully engaged, capable and trained prior to being released to work on their assigned task/route/duty.
e. The program consists of checklists; questionnaires and observations as well as final review and sign-off from Management that the new employee has completed the training successfully. A sample of the outline is shown below:

Item to be completed	Responsible Person	Due Date	Date Completed
*Operations/Safety Rules & Procedures	Management	*Upon Assignment	
*Professional Truck Driving – Defensive Driving Course – TBD	Management	*Upon Assignment	
Facility Tour Checklist	System Trainer	First Day	
Meeting Management Team	System Trainer	First Day	
Meet support staff	System Trainer	First Day	
***Shop / Dispatch Observation	Route Manager	Upon Assignment	
(1) Driver OJT Form	New Driver	Daily	
(2) Driver OJT Form	New Driver	Daily	
(3) Driver OJT Form	New Driver	Daily	
(4) Driver OJT Form	New Driver	Daily	
(5) Driver OJT Form	New Driver	Daily	
(6) Driver OJT	New Driver	Daily	
Familiarization Checklist	System Trainer	Within first week	
Solo Route Assignment	Management	Upon Assignment	
Driver Questionnaire	Management	Upon Assignment	
Final Review	Safety	Upon Assignment	

iii. Periodic Safety Training-Weekly; Monthly and Annual

a. All employees are required to attend safety training as outlined in our Safety, Health and Compliance programs.
b. Such training can include, but is not limited to: daily tailgate meetings; monthly specific safety topics and annual training. Other training or meetings may be held based upon seasonal activity; weather events or customer requirements.
c. A 12-month training calendar is utilized and examples of such topics include: Back to School Safety Awareness; DOT Compliance, such as fit for duty; OSHA training for Personal Protective Equipment.
d. All training is documented and maintained.
e. Annual review of the training programs is conducted to ensure compliance with regulatory, customer or company requirements.



2020 – 52 Week Safety Training Calendar- all locations

Legend: D-Driver; T-Technician; M-MRF; All-all employees

January		**July**	
• Backing	(all)	• Storm water Management	(T,M)
• Cold Stress	(all)	• Spill Prevention	(all)
• Slips, trips & falls	(all)	• Litter Control	(D,T,M)
February		**August**	
• Electrical Safety	(T,M)	• LOTO: Basics *	(D,T,M)
• Equipment Housekeeping	(T,M)	• Fire Prevention *	(all)
• Fire Extinguisher training	(all)	• Hand Protection-cuts/punctures	(all)
March		**September**	
• Emergency Response	(all)	• Incident Reporting	(all)
• Emergency Action Plan	(all)	• Modifying Equipment	(D,T,M)
• HAZCOM: General Information *	(all)	• Make-up Week	
• First Aid	(all)	• Prohibited material management	(M)
• LO/TO Training	(all)		
April		**October**	
• Hand Safety	(all)	• Recording & Reporting Illness/Injury	(all)
• Hot Work	(T,M)	• Personal Protective Equipment *	(all)
• Heat Illness *	(all)	• Welding, Cutting & Brazing	(T,M)
• Jack Stands & Chocks	(T,M)	• Safe Driver Week – 10/15 – 10/21	(D,T)
May		**November**	
• Heat Illness *	(all)	• Bloodborne Pathogens *	(all)
• Road Check	(D,T)	• Powered Industrial Trucks	(T,M)
• Tire Safety	(D,T)	• Respiratory Protection	(all)
• Pushing/Pulling	(all)	• Random Inspections	(D,T)
• Seat Belts	(all)	• Noise/Hearing Protection	(all)
• Bale storage and stacking	(M)		
June		**December**	
• Walking/Working Surfaces	(all)	• Strains/Sprains	(all)
• Work Permits	(T,M)	• Severe Weather	(all)
• Confined Spaces: Basics *	(all)	• Forklift/Aerial Lifts, if applicable	(T,M)
• Ladder Safety	(all)	• Fall Protection	(all)
• Dust Mitigation	(M)	• Confined Space	(all)

iv. Re-training due to illness, injury, accident or absence

Our goal is to ensure that all employees return safely to the FCC facility at the end of the work day and therefore at the company's discretion, we may require employees to complete re-training as necessary. Retraining can include classroom; behind the wheel or one on one review of materials.

Staffing Plan

FCC is aware that in addition to hiring, training and providing employees with the necessary tools, it is critical that the correct number of employees are hired so as to properly service the City of Port Orange. That is why FCC is proposing the right amount of personnel needed to ensure that the City can receive the best level of service. Included below are the personnel levels based on service options as identified in the RFP:

PERSONNEL SUMMARY

PERSONNEL TYPE	BASE OPTION 2-1-1 CUSTOMER OWNED CONTAINERS	ALTERNATE 1 1-1-1 CUSTOMER OWNED CONTAINERS	ALTERNATE 2 1-1-1 FCC PROVIDED CARTS
General Manager	1	1	1
Fleet Manager	1	1	1
Route Manager	2	2	2
Automotive mechanics	3	3	3
Administrative Assistant / Dispatcher	2	2	2
Swing Driver	3	3	3
Driver REL / Grapple	16	12	6
Driver ASL	5	5	10
Driver FEL / Roll-Off	2	2	2
Helper	14	10	4
TOTAL	**49**	**41**	**34**

3.4 Equipment List

All FCC collection vehicles will be CNG, and New or in Like New condition. FCC has very good partnerships with all truck and body manufacturers, and has communicated with well-known US chassis manufacturers (Mack and Peterbilt) and body manufactures (Heil and McNeilus). FCC will have the needed collection vehicles ready to deliver at the execution of this contract with the City of Port Orange.

EQUIPMENT SUMMARY

Residential MSW

Service Type	OPTION	Number of Frontlines	Number of Spares	Chassis Make/Yr	Body Make Model	Now Owned	Now On- Site	Anticipated Delivery Date
REAR LOAD	GBG 2x Week Customer Owned Containers	14	2	PETERBILT 348 / 2016	HEIL 5000 REL	YES	NO	9/1/2021
REAR LOAD	GBG 1x Week Customer Owned Containers	7	1	PETERBILT 348 / 2016	HEIL 5000 REL	YES	NO	9/1/2021
AUTOMATED SIDE LOADER	GBG 1x Week FCC Provided Carts	5	1	MACK LR633 / 2016	HEIL ASL	YES	NO	9/1/2021
REAR LOAD	Bulk Collection for GBG 1x Week FCC Provided Carts	1	1	PETERBILT 348 / 2016	HEIL 5000 REL	YES	NO	9/1/2021

Residential Recycling

Service Type	OPTION	Number of Frontlines	Number of Spares	Chassis Make/Yr	Body Make Model	Now Owned	Now On- Site	Anticipated Delivery Date
SEMI-AUTOMATED SIDE LOADER	RCY 1x Week Bins	5	1	PETERBILT 52 / 2021	G&S SPLIT RECYCLE	NO	NO	9/1/2021

Residential Vegetative Garden/ Yard Debris

Service Type	OPTION	Number of Frontlines	Number of Spares	Chassis Make/Yr	Body Make Model	Now Owned	Now On- Site	Anticipated Delivery Date
REAR LOAD	Green Waste Only (with GBG 2X week Service)	14	2	PETERBILT 348 / 2016	HEIL 5000 REL	YES	NO	9/1/2021
REAR LOAD	Green Waste Only (with GBG 1X week Service)	3	1	PETERBILT 348 / 2016	HEIL 5000 REL	YES	NO	9/1/2021
GRAPPLE	Green Waste & Bulk Combined	2	1	PETERBILT 337 / 2021	PETERSEN TL3	NO	NO	9/1/2021

Commercial FEL Collection

Service Type	OPTION	Number of Frontlines	Number of Spares	Chassis Make/Yr	Body Make Model	Now Owned	Now On- Site	Anticipated Delivery Date
FRONTEND LOADER	All Options	2	1	MACK TERROPRO 2021	MCNEILUS 4029 2021	NO	NO	9/1/2021

All collection vehicles will be equipped with 3rd Eye 360-degree Camera System providing GPS and residential curbside vehicles will come with Positive Service Verification (PSV).

COLLECTION CREW	
1 Driver 1 Helper 1 REL Truck	

COLLECTION CREW	
1 Driver 1 MASL Truck	

COLLECTION CREW	
1 Driver 1 FEL Truck	

COLLECTION CREW	
1 Driver 1 Clamshell	

COLLECTION CREW	
1 Driver 1 Automated ASL	

3.5 Transition Schedule

FCC has multiple successful transition experiences in the US, such as in Dallas (TX), Rowlett (TX) Houston (TX), Orange County (FL), Polk County (FL), Palm Beach County (FL), Volusia County (FL), Omaha (NE) and Edgewood (FL). Due to this experience, we are in a position to ensure that the City of Port Orange along with its commercial customers will experience the highest level of service possible.

FCC's team of experts have already carefully surveyed the streets in the City of Port Orange, as we will continue to do, to ensure we understand the City's atmosphere, demographic and traffic profile along with any other requirements the City may have.

FCC's transition team is made up of the Vice President of Collection Operations (Dan Brazil), the Area Manager (Charles Merkley), the FL Area Operations Performance Manager (Michael Shannon), the Senior Manager – Fleet Maintenance (Thomas Lanzon), and the General Manager (George Carroll) who will be overseeing the contract along with the Route and Fleet Managers, guaranteeing the highest standards while transitioning this contract.

Transition Approach

A Key events schedule that occur during a transition period is shown below:

KEY EVENTS	
Contract Execution	Immediately after bid award
Transition Period	After Contract Execution through October 31, 2021
Commencement of Services	November 1, 2021
Ongoing Operations Execution and Continued Development	November 1, 2022 through Contract Term

A detailed transition plan has been created for the City of Port Orange within Tab 4.

3.6 Customer Education

FCC is fully aware of the challenges Cities and Counties face in maintaining low contamination rates in their recycling programs. FCC Manages two of North America's most advanced and modern Materials Recycling Facilities as labeled by recycling exports and is experienced in working with and training these Cities and Counties to help lower the contamination rates in the materials they are recycling.

More than 100 years of experience in this business has taught us that one of the key factors to be successful in the recycling world is to educate both the residential and commercial customers on how separate and segregate their recyclable material. FCC has experienced personnel that handles all out public education and outreach. Not only, do we have a global and national team, FCC has local, experienced, personnel that work with the community on public education and outreach.

FCC Group has had several programs and initiatives in the US and Europe to increase recycling in the areas we serve. These include school educational campaigns, visits to our MRFs and other treatment plants (including Waste-to-Energy, composting, Bio-Mechanical Treatment, etc.) among others.

Disposing the Recyclable Materials in two bind makes visual inspection of the carts possible by our drivers. This allows drivers to train residents on how they can properly recycle within the City. In addition to the visual inspection of our drivers, our company utilizes 3rd Eye Positive Service Verification (PSV) technology to capture the image of the container contents once tipped into the truck allowing for analysis of contamination offenders and the ability to further educate these customers. These coaching tool have provided us the great ability to change and correct customer behavior to better the recycling stream as a whole.

FCC is committed to working with the City of Port Orange on improving contamination rates and increasing the amount of recycling by City residents through the use of our technology and partnership on educational campaigns and resident awareness campaigns.

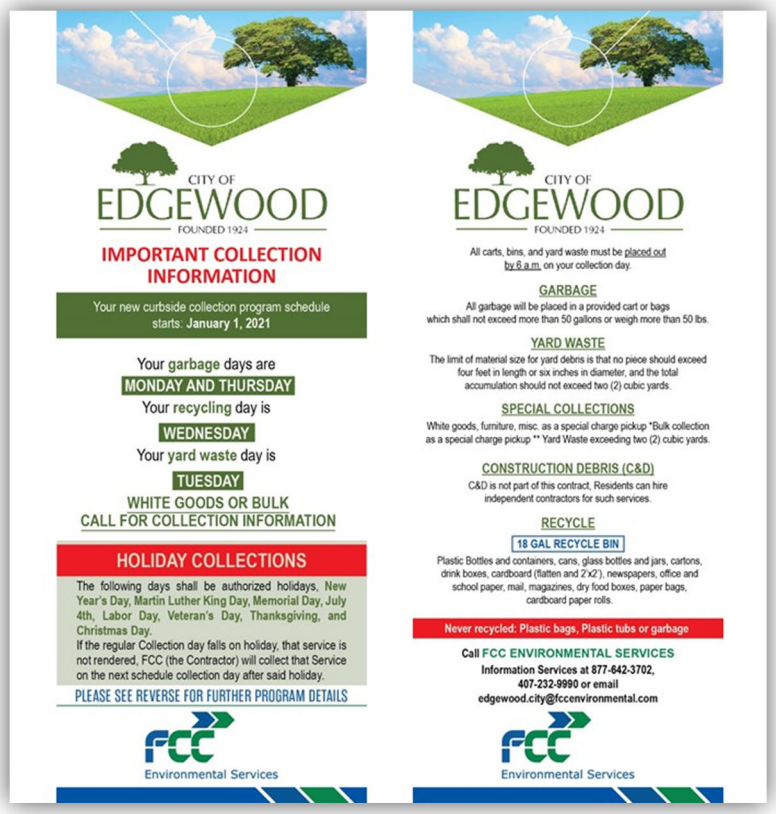
If selected to provide services to the City of Port Orange, FCC will work with the City to create educational materials for City Residents.

Included below are examples of educational material that FCC will customer for the City of Port Orange, according to the City's needs:

https://youtu.be/cgF0bTp3I3c
https://youtu.be/AaLG9Bh2sZ4

https://youtu.be/qcXsZaAOHZo

Provided below are samples of educational material that FCC has provided in similar contracts. FCC will provide the City with samples that can be modified, for distribution to the residents with their bins, and/or carts. Additionally, FCC will maintain educational material at the customer service office located at 407 Virginia Ave, Port Orange, FL.



CITY OF
EDGEWOOD
FOUNDED 1924

IMPORTANT COLLECTION INFORMATION

Your new curbside collection program schedule starts: January 1, 2021

Your garbage days are
MONDAY AND THURSDAY
Your recycling day is
WEDNESDAY
Your yard waste day is
TUESDAY
WHITE GOODS OR BULK
CALL FOR COLLECTION INFORMATION

HOLIDAY COLLECTIONS

The following days shall be authorized holidays, New Year's Day, Martin Luther King Day, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving, and Christmas Day.
If the regular Collection day falls on holiday, that service is not rendered, FCC (the Contractor) will collect that Service on the next schedule collection day after said holiday.

PLEASE SEE REVERSE FOR FURTHER PROGRAM DETAILS

FCC Environmental Services

CITY OF
EDGEWOOD
FOUNDED 1924

All carts, bins, and yard waste must be placed out by 6 a.m. on your collection day.

GARBAGE
All garbage will be placed in a provided cart or bags which shall not exceed more than 50 gallons or weigh more than 50 lbs.

YARD WASTE
The limit of material size for yard debris is that no piece should exceed four feet in length or six inches in diameter, and the total accumulation should not exceed two (2) cubic yards.

SPECIAL COLLECTIONS
White goods, furniture, misc. as a special charge pickup *Bulk collection as a special charge pickup ** Yard Waste exceeding two (2) cubic yards.

CONSTRUCTION DEBRIS (C&D)
C&D is not part of this contract, Residents can hire independent contractors for such services.

RECYCLE
18 GAL RECYCLE BIN
Plastic Bottles and containers, cans, glass bottles and jars, cartons, drink boxes, cardboard (flatten and 2'x2'), newspapers, office and school paper, mail, magazines, dry food boxes, paper bags, cardboard paper rolls.

Never recycled: Plastic bags, Plastic tubs or garbage

Call FCC ENVIRONMENTAL SERVICES
Information Services at 877-642-3702,
407-232-9990 or email
edgewood.city@fccenvironmental.com

FCC Environmental Services

3.7 Commercial Can and Residential Cart Distribution

FCC has excellent partnerships with mechanical container and residential cart manufacturers with multiple successful experiences that will ensure an easy purchase process, and seamless transition for the residents and businesses in the City of Port Orange.

For example, in 2019 FCC transitioned the Palm Beach contract which required the purchase, assembly/delivery (A&D) of 107,000 residential carts to be distributed to the residents within FCC's collection zones. Additionally, **FCC successfully distributed over 2,700 commercial front load containers** to the commercial customers within its franchised zone.

In 2020, FCC transitioned the City of Omaha into a carted collection system, providing residents two carts for Garbage and Recycling services. This successful project was transitioned in the midst of the COVID-19 pandemic, and required FCC to provide over 290,000 carts to the City of Omaha.

FCC has been successful in these transitions, all of which come with different challenges, thanks to its ability to diligently plan and work with incumbent haulers. **For the City of Port Orange, FCC will provide commercial customers with new mechanical containers based on their needs.** All City of Port Orange residents will receive a minimum of two (2) eighteen (18 Gal) bins for recycling services. Additionally if alternative 2 is selected by the City of Port Orange, FCC will also provide residential customers with new carts, based on the specifications from the City.

If selected to provide service to the City of Port Orange, FCC will work with the incumbent hauler to receive all commercial can locations within the City of Port Orange. FCC's transition team, will then work to communicate with all commercial customers, ensuring that they are aware of the change of service. This commercial audit and customer communication will allow FCC to accurately determine the commercial can sizes and quantities needed for the commercial customers within Port Orange.

Once this commercial audit has been completed, commercial cans, residential carts and bins will be ordered. A detailed timeline on the assembly and distribution of residential carts and bins has been included in section 2.C of the transition plan, and a detailed timeline has been included in section 2.D for the commercial cans.

During this process, FCC will continue to communicate with the incumbent hauler, and City staff to ensure that its delivery of cans, carts and bins does not affect any of the City's services.

3.8 Maintenance Program

FCC understands that the safety, cleanliness, and overall image of the City and its residents are impacted by the condition and performance of our fleet. Furthermore, we understand that properly maintaining our fleet helps ensure that we are able to maintain a continuous and uniform level of collection services that protects the health, safety and welfare of the community.

Our Maintenance Program (MP) establishes a standard to minimize vehicle failures by monitoring the current condition of the equipment and correcting defects before they develop into safety concerns or costly repairs. The program establishes a systematic procedure to inspect, lubricate, and maintain all vehicles owned and/or operated by FCC. These procedures reduce breakdowns and accidents within our fleet, and provide us with trouble-free, safe and efficient operations. Our objective is to provide residents with the safest, cleanest, and most reliable vehicles in operation. The program is consistent with the standards and procedures recommended by the Technical Maintenance Council (TMC) of the American Trucking Association.

This program applies to all of FCC's collection vehicles. It encompasses the mandatory Department of Transportation (DOT) inspection criteria. Any vehicle that does not meet these minimum standards will not be operated until those defects have been properly corrected. We perform quality control audits and self-inspections for compliance of our maintenance programs, enabling us to identify areas of improvement and correct deficiencies.

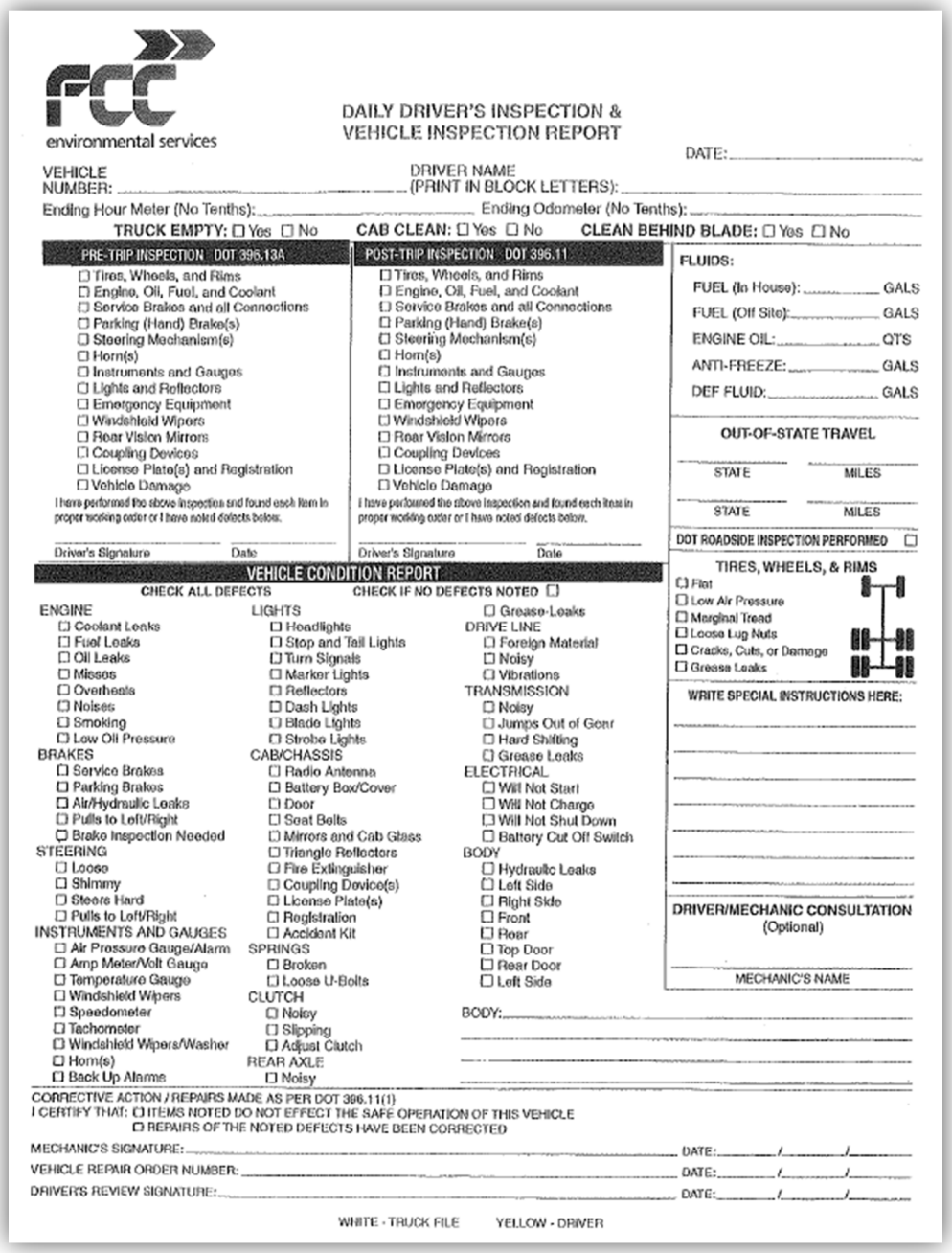
FCC believes that proper vehicle maintenance and inspections are necessary to maintain the collection vehicles in a safe and operational function. Proper maintenance and inspections is not only beneficial to FCC, it is as well for the communities and Cities that it services. To accomplish this, FCC has set up procedures and schedules to ensure all of its collection vehicles receive the proper maintenance and repairs.

Prior to starting their day, and at the end of their collection day, all FCC drivers perform a stringent Pre-Trip/Post-trip inspection on their vehicles. To ensure the collection vehicles maintain a certain level, Drivers check the following:

- Tires, Wheels and Rims
- Engine, Oil, Fuel and Coolant
- Service Bakes and all connections
- Parking (hand) brakes
- Steering Mechanisms
- Horns
- Instruments and Gauges
- Lights and Reflectors
- Emergency Equipment
- Windshield Wipers
- Rear Vision Mirrors

- Coupling Devices
- License Plate and Registration and;
- Vehicle Damage

In addition to the items that are inspected at the beginning or end of the day, drivers fill out any additional repair items that are needed to be addressed before the next collection day. A Sample of this Daily Driver's Inspection & Vehicle Inspection Report is included below:



FCC environmental services

DAILY DRIVER'S INSPECTION & VEHICLE INSPECTION REPORT

DATE:_____

VEHICLE NUMBER:_____ DRIVER NAME (PRINT IN BLOCK LETTERS):_____

Ending Hour Meter (No Tenths):_____ Ending Odometer (No Tenths):_____

TRUCK EMPTY: ☐ Yes ☐ No CAB CLEAN: ☐ Yes ☐ No CLEAN BEHIND BLADE: ☐ Yes ☐ No

PRE-TRIP INSPECTION DOT 396.13A

☐ Tires, Wheels, and Rims
☐ Engine, Oil, Fuel, and Coolant
☐ Service Brakes and all Connections
☐ Parking (Hand) Brake(s)
☐ Steering Mechanism(s)
☐ Horn(s)
☐ Instruments and Gauges
☐ Lights and Reflectors
☐ Emergency Equipment
☐ Windshield Wipers
☐ Rear Vision Mirrors
☐ Coupling Devices
☐ License Plate(s) and Registration
☐ Vehicle Damage

I have performed the above inspection and found each item in proper working order or I have noted defects below.

Driver's Signature Date

POST-TRIP INSPECTION DOT 396.11

☐ Tires, Wheels, and Rims
☐ Engine, Oil, Fuel, and Coolant
☐ Service Brakes and all Connections
☐ Parking (Hand) Brake(s)
☐ Steering Mechanism(s)
☐ Horn(s)
☐ Instruments and Gauges
☐ Lights and Reflectors
☐ Emergency Equipment
☐ Windshield Wipers
☐ Rear Vision Mirrors
☐ Coupling Devices
☐ License Plate(s) and Registration
☐ Vehicle Damage

I have performed the above inspection and found each item in proper working order or I have noted defects below.

Driver's Signature Date

FLUIDS:

FUEL (In House):_____ GALS
FUEL (Off Site):_____ GALS
ENGINE OIL:_____ QTS
ANTI-FREEZE:_____ GALS
DEF FLUID:_____ GALS

OUT-OF-STATE TRAVEL

STATE MILES
STATE MILES

DOT ROADSIDE INSPECTION PERFORMED ☐

VEHICLE CONDITION REPORT

CHECK ALL DEFECTS CHECK IF NO DEFECTS NOTED ☐

ENGINE
☐ Coolant Leaks
☐ Fuel Leaks
☐ Oil Leaks
☐ Misses
☐ Overheats
☐ Noises
☐ Smoking
☐ Low Oil Pressure

BRAKES
☐ Service Brakes
☐ Parking Brakes
☐ Air/Hydraulic Leaks
☐ Pulls to Left/Right
☐ Brake Inspection Needed

STEERING
☐ Loose
☐ Shimmy
☐ Steers Hard
☐ Pulls to Left/Right

INSTRUMENTS AND GAUGES
☐ Air Pressure Gauge/Alarm
☐ Amp Meter/Volt Gauge
☐ Temperature Gauge
☐ Windshield Wipers
☐ Speedometer
☐ Tachometer
☐ Windshield Wipers/Washer
☐ Horn(s)
☐ Back Up Alarms

LIGHTS
☐ Headlights
☐ Stop and Tail Lights
☐ Turn Signals
☐ Marker Lights
☐ Reflectors
☐ Dash Lights
☐ Blade Lights
☐ Strobe Lights

CAB/CHASSIS
☐ Radio Antenna
☐ Battery Box/Cover
☐ Door
☐ Seat Belts
☐ Mirrors and Cab Glass
☐ Triangle Reflectors
☐ Fire Extinguisher
☐ Coupling Device(s)
☐ License Plate(s)
☐ Registration
☐ Accident Kit

SPRINGS
☐ Broken
☐ Loose U-Bolts

CLUTCH
☐ Noisy
☐ Slipping
☐ Adjust Clutch

REAR AXLE
☐ Noisy
☐ Grease Leaks

DRIVE LINE
☐ Foreign Material
☐ Noisy
☐ Vibrations

TRANSMISSION
☐ Noisy
☐ Jumps Out of Gear
☐ Hard Shifting
☐ Grease Leaks

ELECTRICAL
☐ Will Not Start
☐ Will Not Charge
☐ Will Not Shut Down
☐ Battery Cut Off Switch

BODY
☐ Hydraulic Leaks
☐ Left Side
☐ Right Side
☐ Front
☐ Rear
☐ Top Door
☐ Rear Door
☐ Left Side

TIRES, WHEELS, & RIMS

☐ Flat
☐ Low Air Pressure
☐ Marginal Tread
☐ Loose Lug Nuts
☐ Cracks, Cuts, or Damage
☐ Grease Leaks

WRITE SPECIAL INSTRUCTIONS HERE:

DRIVER/MECHANIC CONSULTATION (Optional)

MECHANIC'S NAME

BODY:_____

CORRECTIVE ACTION / REPAIRS MADE AS PER DOT 396.11(1)
I CERTIFY THAT: ☐ ITEMS NOTED DO NOT EFFECT THE SAFE OPERATION OF THIS VEHICLE
☐ REPAIRS OF THE NOTED DEFECTS HAVE BEEN CORRECTED

MECHANIC'S SIGNATURE:_____ DATE:___/___/___
VEHICLE REPAIR ORDER NUMBER:_____ DATE:___/___/___
DRIVER'S REVIEW SIGNATURE:_____ DATE:___/___/___

WHITE - TRUCK FILE YELLOW - DRIVER

Preventative maintenance is a key tool that FCC uses to ensure all of its collection vehicles are safe to operate. Using industry stands, FCC has determined the intervals in which it performs all of its preventative maintenance on vehicles. To track these items, FCC uses an Enterprise Waste Information System to track all preventative maintenance that is required. All maintenance is performed by FCC mechanics to ensure all repairs meet FCC stringent standards.

Preventive Maintenance Center

Filters

Asset Type: Vehicles / Containers

Vehicle Type: - ALL - Vehicle: - ALL - PM Schedule: - ALL -

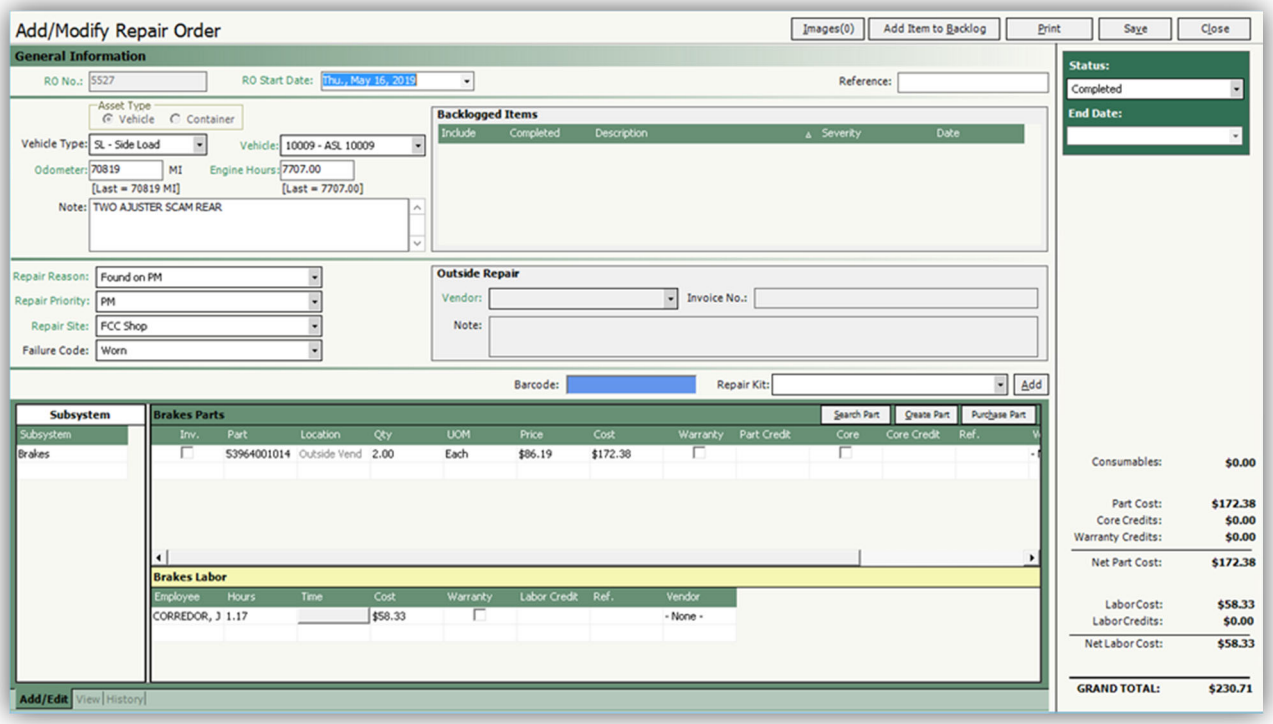
Only Show Assets Due for PM

Asset with PM

Open RO's	RO Date	RO Status	PM Schedule	Vehicle	RO Descrip...	Vehicle Type	Due Date	Dist. Until N...	Days Until Next PM	Engine Hrs. Until Next PM
0			02-B PM - 450 Oil Change	10002-ASL 10002		Side Load				0/450 (-174%)
0			03-C PM	10002-ASL 10002		Side Load				0/1350 (-15%)
0			04-D PM	10002-ASL 10002		Side Load	10/20/2020		365/365 (65%)	
0			05-CNG Filter	10002-ASL 10002		Side Load				0/600 (-34%)
1	8/11/2020		06-Hydraulic Filters	10002-ASL 10002		Side Load				31111050 (28%)
0			08-Valve Adjustment	10002-ASL 10002		Side Load				0/2000 (0%)
0			09-Transmission Filter	10002-ASL 10002		Side Load				0/3000 (-6%)
0			10-Hydraulic Oil	10002-ASL 10002		Side Load				26472445001 (57%)
0			11-Transmission Oil	10002-ASL 10002		Side Load				29178800 (48%)
0			12-Coolant	10002-ASL 10002		Side Load				2627/6000 (43%)
0			13-Differential Oil	10002-ASL 10002		Side Load				1807/2200 (18%)
0			14-Arm Inspection - ASL	10002-ASL 10002		Side Load				0/600 (-130%)
0			15-Spark Plugs - CNG	10002-ASL 10002		Side Load				0/1500 (0%)
0			16-CNG Tank Inspection	10002-ASL 10002		Side Load	1/27/2021		365/1095 (65%)	
0			01-A PM	10003-ASL 10003		Side Load				150 (5%)
0			02-B PM - 450 Oil Change	10003-ASL 10003		Side Load				8/450 (1%)
0			03-C PM	10003-ASL 10003		Side Load				0/1350 (-540%)
0			04-D PM	10003-ASL 10003		Side Load	9/17/2020		338/365 (92%)	
0			05-CNG Filter	10003-ASL 10003		Side Load				8/600 (1%)
0			06-Hydraulic Filters	10003-ASL 10003		Side Load				0/1050 (-738%)
0			08-Valve Adjustment	10003-ASL 10003		Side Load				0/2000 (-387%)
0			09-Transmission Filter	10003-ASL 10003		Side Load				0/3000 (-189%)
0			10-Hydraulic Oil	10003-ASL 10003		Side Load				0/4500 (-126%)
0			11-Transmission Oil	10003-ASL 10003		Side Load				0/6000 (-82%)
0			12-Coolant	10003-ASL 10003		Side Load				0/6000 (-82%)
0			13-Differential Oil	10003-ASL 10003		Side Load				0/7200 (-85%)
0			14-Arm Inspection - ASL	10003-ASL 10003		Side Load				0/600 (-1293%)
0			15-Spark Plugs - CNG	10003-ASL 10003		Side Load				0/1500 (-450%)
0			16-CNG Tank Inspection	10003-ASL 10003		Side Load	1/27/2021		365/1095 (65%)	

FCC is aware that its collection equipment receives a high level of use. Due to the wear that these trucks receive, repairs will be required. As was mentioned above, once repairs are documented on the Drivers Inspection & Vehicle Inspection Report, FCC's team of mechanics make the repairs to the equipment that have been identified by the drivers. Additionally, during the Preventative Maintenance process, mechanics search for and identify any additional repairs that need to be done on the collection vehicles.

Using FCC's Enterprise Waste Information System, mechanics populate work orders to ensure all repairs are documented. All repairs are then tracked and documented, ensuring that any trends are identified so as to remedy all collection vehicles.



All the information recorded is kept in our database providing us with a detailed vehicle history.

3.9 Safety Performance

At FCC, we have a strong sense of commitment from the top level down. We have direct participation of our Senior Leadership Team in all areas including the critically important aspects of safety, environmental, security and customer service. We continuously review and modify our policies and practices to ensure that we have top level involvement in all aspects of the company.

All members of the Management Team are unified in their way of thinking about safety, the environment as well as other aspects of the company and incorporate these beliefs in their daily decision making to ensure that their respective employees are safe; their customers experience the highest quality of service and that we provide an efficient and cost-prohibitive service to our communities.

As with any organization, FCC has a number of policies and procedures that we have developed and implemented throughout the years. As we continue to grow and develop, we include our Management Team as we develop new policies and/or procedures. These are reviewed amongst the Leadership and based upon feedback and comments, the documents are established; vetted and communicated to our employees.

We have a very transparent system and work diligently to include all levels when developing and implementing policies and procedures. Our goal is to ensure that the organization maintains the highest standard of compliance with not only FCC's own policies and procedures, but also agencies that oversee our industry. These agencies include OSHA and DOT.

Collection Rules to Live By:

environmental services

- Always be fit and ready for work, to include proper PPE
- Never ride on the riding steps if the vehicle is backing
- Never back a dual driver vehicle from the right side without the proper mirrors, camera(s)/monitors
- Never exceed the speed limits
- Always wear your seat belt
- Always follow energy isolation procedures
- Never snake or zigzag – placing truck in the lane of oncoming traffic
- Never double side unless approved by your Manager
- Always comply with disposal location policies and procedures
- Always apply parking brake when exiting a vehicle
- Always follow company mobile device policy while driving

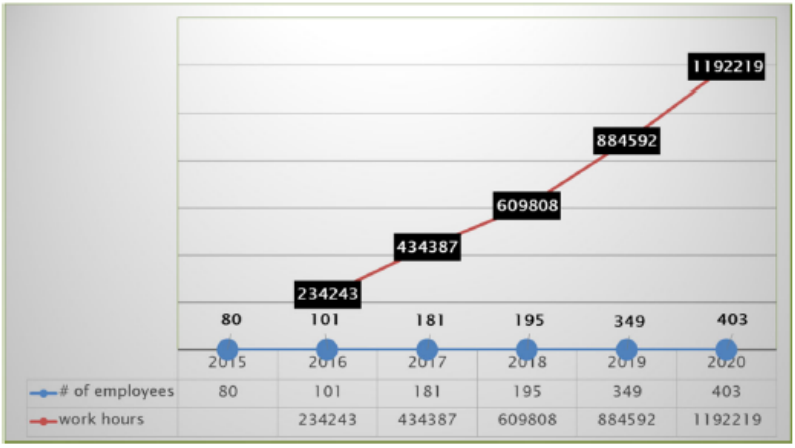
At FCC, we believe that all incidents no matter the size, cost or type should be reported, investigated and tracked to help determine root cause so that we can make changes, if necessary, to ensure that the incident does not occur again. Similarly, all accidents, injuries and hazards involving the company's customers, vendors, contractors or any other person who is on company premises, even accidents, injuries and hazards that are deemed non-serious, must also be reported. We believe through the full knowledge of every event, our company can become safer and a healthier place to work. There is no penalty for anyone who wishes to report a safety concern or conditions. Included below is the list of OSHA recordable injuries for the past 5 years.

LIST OF OSHA RECORDABLE INJURIES BY YEAR

(Please note that we utilize temporary workers, which we report their injuries as well)

YOY Employee and Work Hours Count

*represents FCC full time employees only
107% growth from 2018 to YTD 2020
404% growth from 2015 to YTD 2020



2015: No reported OSHA recordable injuries.

2016: 3 reported OSHA recordable injuries: 2 lost time; 1 restricted duty.

2017: 11 reported OSHA recordable injuries: 1 lost time; 4 restricted duty; 6 other recordable (prescriptions)

1/12/2017	Employee injured in MVA	Orlando, Florida	Other recordable
1/12/2017	Employee injured in MVA	Orlando, Florida	Other recordable
7/13/2017	Employee slipped on uneven surface	Houston, Texas	Restricted duty
8/31/2017	Temporary employee injured in MVA	Orlando, Florida	Restricted duty

9/13/2017	Employee stepped in hole in grass	Houston, Texas	Lost time
9/16/2017	Temporary employee sustained needle stick while sorting material	Dallas, Texas (MRF)	Other recordable
11/1/2017	Temporary employee twisted ankle	Dallas, Texas	Restricted duty
11/13/2017	Employee had debris hit eye	Lakeland, Florida	Other recordable
12/8/2017	Temporary employee sustained puncture to knee when kneeling down	Dallas, Texas (MRF)	Other recordable
12/21/2017	Employee sustained back strain	Lakeland, Florida	Other recordable
12/28/2017	Temporary employee injured when unloading carts that fell	Lakeland, Florida	Restricted duty

2018: 19 reported OSHA recordable injures: 6 lost time cases; 9 restricted duty; 4 other recordable (prescriptions)

1/11/2018	Employee sustained back strain while lifting yard waste	Lakeland, Florida	Restricted duty
2/6/2018	Temporary employee sustained contusion to hand	Dallas, Texas (MRF)	Restricted duty
2/23/2018	Employee stepped off truck, onto uneven ground-fractured ankle	Orlando, Florida	Lost time
2/28/2020	Temporary employee sustained laceration while picking up trash	Dallas, Texas	Restricted duty
3/6/2018	Employee reported unknown injury to toe	Orlando, Florida	Restricted duty
3/23/2018	Employee sustained contusion to face from cart hit	Lakeland, Florida	Other recordable
4/3/2018	Temporary employee injured elbow	Dallas, Texas	Restricted duty
4/23/2018	Employee hit head on cab of truck	Lakeland, Florida	Other recordable
5/17/2018	Employee lifting container, sustained back strain	Dallas, Texas	Restricted duty
5/21/2018	Employee sustained a puncture injury from pant prawn	Lakeland, Florida	Other recordable
5/25/2018	Employee pinched finger while moving a basketball goal on route	Dallas, Texas	Lost time
5/29/2018	Employee was lifting bag of trash, sustained back strain	Lakeland, Florida	Lost time
7/1/2018	Employee injured shoulder on route	Dallas, Texas	Restricted duty

8/24/2018	Employee fell, hitting arm on exhaust of truck-sustaining a burn	Orlando, Florida	Lost time
11/5/2018	Employee bending down, driver brushed against him, causing him to fall	Lakeland, Florida	Restricted duty
11/7/2018	Temporary employee sustained laceration on forehead	Dallas, Texas	Lost time
11/8/2018	Employee sustained an laceration from a tree limb	Orlando, Florida	Other recordable
11/29/2018	Employee walking in parking lot fell	Orlando, Florida	Lost time
12/19/2018	Temporary employee sustained laceration while sorting material	Dallas, Texas (MRF)	Restricted duty

2019: 21 reported OSHA recordable injuries: 7 lost time; 11 restricted duty; 3 other recordable (prescriptions)

1/8/2019	Driver was involved in a MVA	Dallas, Texas (MRF)	Lost time
1/10/2019	Employee had dust from trash can blow into eye	Orlando, Florida	Other recordable
1/11/2019	Employee slipped while walking at landfill scale house	Dallas, Texas	Restricted duty
1/21/2019	Employee slipped getting out of truck	Lakeland, Florida	Restricted duty
2/14/2019	Employee was involved in a MVA	Lakeland, Florida	Restricted duty
3/20/2019	Temporary employee sustained strain when was hit by baled material	Dallas, Texas (MRF)	Lost time
4/8/2019	Temporary employee had debris enter eye	Houston, Texas (MRF)	Restricted duty
5/1/2019	Employee sustained laceration to finger	Orlando, Florida	Restricted duty
5/29/2019	Temporary employee sustained fracture to finger while on route	Dallas, Texas	Lost time
6/13/2019	Temporary employee sustained needle stick while sorting material	Houston, Texas (MRF)	Other recordable
7/22/2019	Temporary employee sustained a heat stress illness	Dallas, Texas	Lost time
7/22/2019	Temporary employee carrying a bag of trash, brushed against his leg causing an laceration	Dallas, Texas	Other recordable
8/1/2019	Employee exiting truck, slipped	Orlando, Florida	Lost time
8/1/2019	Employee was bitten by an insect	Lakeland, Florida	Lost time

9/4/2019	Temporary employee sustained an laceration	Dallas, Texas (MRF)	Restricted duty
9/6/2019	Employee sustained strain to hip	Dallas, Texas	Restricted duty
9/11/2019	Employee was struck in leg by equipment cover	Dallas, Texas (MRF)	Lost time
10/1/2019	Temporary employee sustained strain while pulling trash off sorting line	Dallas, Texas (MRF)	Restricted duty
10/2/2019	Employee working on truck sustained strain to back	Orlando, Florida	Restricted duty
10/9/2019	Employee sustained strain when stepping out of truck and slipped	Dallas, Texas	Restricted duty
12/17/2019	Employee sustained knee injury when exiting rear of truck	Orlando, Florida	Restricted duty

2020 year to date: 32 reported OSHA recordable injuries: 11 lost time; 9 restricted duty; 12 other recordable (prescriptions)

01/17/2020	Employee struck in chin by cart lid	Dallas, Texas	Other recordable
01/20/2020	Employee involved in MVA	Dallas, Texas	Other recordable
01/20/2020	Temporary employee involved in MVA	Dallas, Texas	Restricted duty
02/15/2020	Temporary employee slipped and fell	Dallas, Texas (MRF)	Lost time
02/25/2020	Employee was attacked by a dog on route	Orlando, Florida	Lost time
03/17/2020	Employee was hit on the side of the head with the cart while emptying it	Lakeland, Florida	Lost time
03/18/2020	Temporary employee sustained needle stick while sorting material	Dallas, Texas (MRF)	Other recordable
03/27/2020	Employee fell while working on route	Lakeland, Florida	Lost time
04/22/2020	Temporary employee sustained laceration on finger	Dallas, Texas (MRF)	Lost time
04/30/2020	Employee sustained a laceration while tarping a load	Dallas, Texas	Other recordable
05/23/2020	Employee was involved in a MVA	Lakeland, Florida	Other recordable
05/26/2020	Temporary employee had medical situation on route	Lakeland, Florida	Lost time
05/27/2020	Employee was struck by an object being thrown into truck	Orlando, Florida	Lost time
05/28/2020	Temporary employee sustained an laceration to finger	Dallas, Texas (MRF)	Lost time
05/29/2020	Employee sustained strain while working on route	West Palm Beach, Florida	Restricted duty

06/01/2020	Employee was struck in the neck by the cart bar	Orlando, Florida	Lost time
06/18/2020	Temporary employee slipped on a wet step getting into truck	West Palm Beach, Florida	Lost time
06/19/2020	Temporary employee was exiting truck and slipped	West Palm Beach, Florida	Restricted duty
07/03/2020	Employee was loosening pipe when fitting came off striking hand	Houston, Texas (Bio-Solids)	Other recordable
08/05/2020	Employee was struck in the mouth by a loose cart bar	Daytona Beach, Florida	Other recordable
09/10/2020	Employee was involved in a MVA	Lakeland, Florida	Restricted duty
09/18/2020	Employee was bitten by an insect	Lakeland, Florida	Other recordable
09/23/2020	Employee was struck by a palm prong-puncture	Lakeland, Florida	Other recordable
09/29/2020	Employee was involved in a MVA	Lakeland, Florida	Restricted duty
10/02/2020	Temporary employee sustained laceration when picking up trash	West Palm Beach, Florida	Restricted duty
10/09/2020	Employee sustained an injury to finger when gate pinched finger	West Palm Beach, Florida	Other recordable
10/28/2020	Employee was retrieving a cart that fell in the hopper (truck) and slipped, causing injury to ankle	Orlando, Florida	Restricted duty
11/13/2020	Employee sustained a chemical burn to back when a bag of trash containing unauthorized waste, splashed the employee	Daytona Beach, Florida	Lost time
11/23/2020	Employee pushing cart, tripped on cart lid	Orlando, Florida	Restricted duty
11/25/2020	Employee had dust/debris flow into eye	Orlando, Florida	Other recordable
12/09/2020	**Temporary** employee sustained a needlestick while working at the recycling facility	Houston, Texas (Recycling division)	Other recordable (sharps log)
12/28/2020	Employee struck his head while entering cab of truck	West Palm Beach, Florida	Restricted duty

OSHA Violations: The company has not been assessed any OSHA violations.

DOT Violations: Other than roadside inspections of vehicles, the company has not been assessed any DOT violations.

3.10. Customer Service

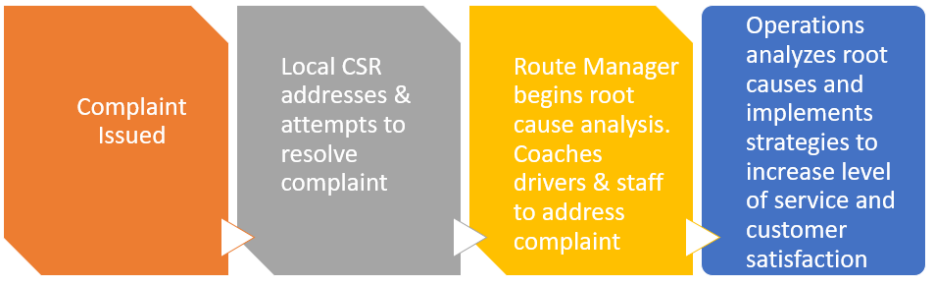
Customer Complaint Resolution Procedures

FCC's complaint resolution procedure will provide that the customer complaint will be responded to before 5:00 PM if received prior to 12:00 PM on the same day. Any complaints received after 12:00 PM will be resolved by 12:00 PM the following day. Any complaints received on Friday's will be resolved that same day prior to 4:30 PM. If FCC is unable to resolve a complaint within the allotted times, FCC will notify the City and provide documentation to the City's satisfaction explaining the reasons the complaint cannot be satisfied.

FCC's representatives are trained to work with operations to help resolve any customer complaints that may arise. Training our representatives to work with operations, allows them to quickly resolve customers issues on the first call, increasing the level of satisfaction of our customers. Additionally, this method allows the operational team to see areas of improvement as they work to address issues with the customer service representatives, ensuring an increased level of service while maintaining a consistent high level of customer satisfaction.

Procedures for Missed Collections and Service Issues

We at FCC understand that if a mistake is made, a timely recovery is essential to maintain customer service expectations. **When a missed collection complaint is received, FCC will have the ability to verify the validity of the complaint through both GPS tracking and photographic means, in the event of a tracking or photo failure, it is often possible to retrieve video of the incident in question in a timely manner.** In the event that FCC can't complete verification for any reason, FCC will err on the side of caution and make courtesy collection in the same manner as a verified miss.



In the specific event of a missed collection complaint reported and verified before 12:00 noon FCC will dispatch a truck to service the location on the same day. If missed collections are reported after 12:00 noon, then top priority is assigned for morning resolution the next day (no later than 12:00 noon). Further, FCC will make an alternate service available to residential customers. In the event of a verified "Late Set", FCC may still dispatch a truck for a courtesy service provided such dispatch does not endanger completion of the then currently scheduled routes.

All missed collections are verified by Route Managers. A Root Cause Analysis is completed to ensure proper procedures are followed and to limit these missed collections. Drivers, Helpers and customer service representatives are then coached to improve processes and communication with the customers to ensure satisfaction.

FCC will use Trac EZ system (tracezinfo.com) to track, document, and respond to any matter related to Collection Services, complaints, inquiries, service requests, etc. This web-based system will be available to all Customers and the City. It will be used to monitor inquiries and requests and provide the reporting tools for the City of Port Orange to gauge the level of service its residents receive.

The system is real time, and all data is made available to all users as soon as it is entered into the system. FCC will provide the City with access to this system as requested and will allow the City to:

- Monitor complaints
- Identify locations of the customer complaints in real time
- Compare current and historical complaints
- Create reports identifying open, pending and closed work orders

Trac EZ links will be provided to the City of Port Orange allowing residents to input complaints and compliments through the City's website. All tracking information will be customized for the City of Port Orange, allowing the City to choose the categories to track as well as customize the categories to the specific needs of its residents.

Use a simple, green solution for your municipal solid waste tracking from trac EZ.

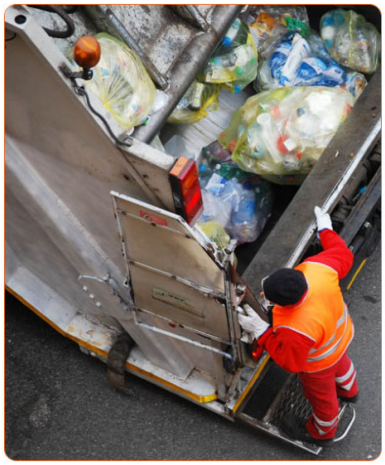
Environmentally Conscious Solid Waste Tracking

Stop all that faxing and emailing back and forth with your contractors. Save paper and time with direct, real-time communication with trac EZ. Municipalities and their contractors can access the reports they need quickly and easily, giving all parties the ability to resolve complaints and requests for services in an organized, timely, cost-saving manner.

Complete Solid Waste Tracking

Municipalities and contractors can use trac EZ. to keep track of how many waste collection carts, recycling bins, recycling carts, yard waste containers, and commercial containers have been put out and how many have been collected. Our system can also be used to easily and instantly identify missed pick-ups and log complaints by the day, week, month, or year.

Contact trac EZ. to learn more about our solid waste tracking services.



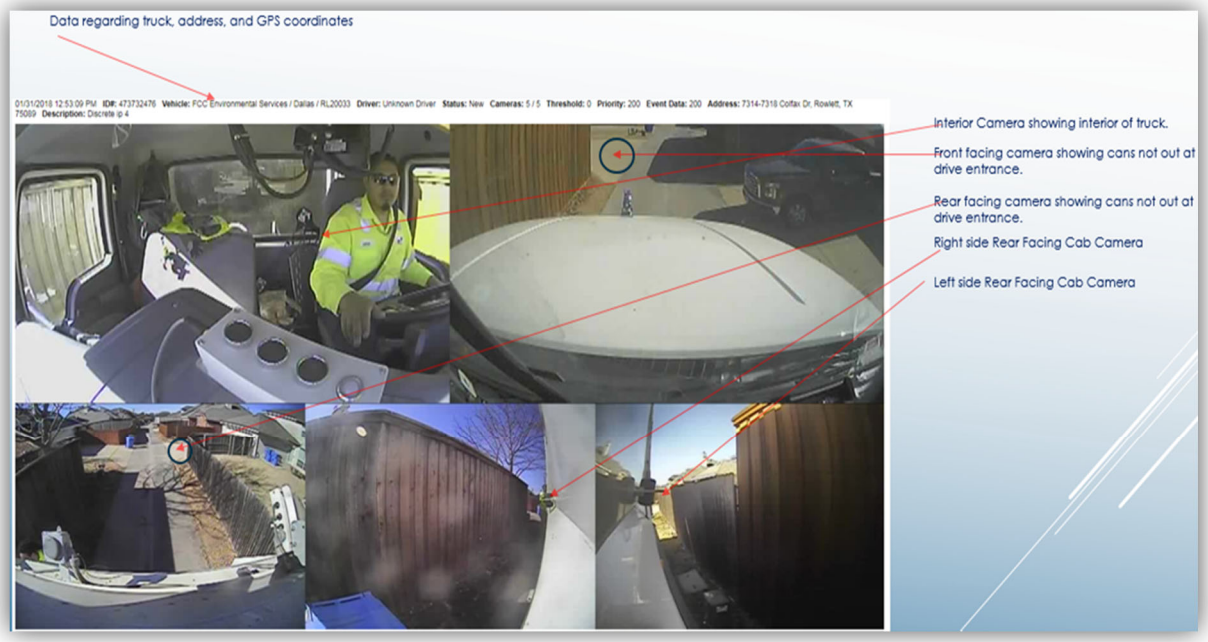
In all cases, we utilize our GPS and 3rd Eye camera technology to verify service completion. This information can be very valuable if there is a repeat issue that a manager needs to speak directly to a customer to resolve.

GPS Utilization & Tracking

FCC utilizes AWTI 3rd Eye on a daily basis to track trucks on route, monitor real time performance, while providing similar historical data to verify service from previous routes. Through FCC's web based 3rd Eye portal, we are able to track real time any historical information pertaining to the movement of each of our pieces of equipment.

Additionally, the individual drivers are able to utilize the onboard 3rd Eye cameras to record service issues such as blocked access or late set outs. This information is crucial for not only daily route performance and service completion, but it is also an important tool to identify routing concerns in an effort to improve efficiency and conducting damage claim investigations.

In addition to the route verification application of 3rd Eye, FCC also uses it to monitor driver safety performance. The 3rd Eye system records events that exceed certain thresholds such as speed, pitch, and yaw, even recording impacts and travel over rough roadways. An analyst evaluates pushed video for infractions of safe driving rules and forwards video of these infractions directly to the appropriate manager in order to coach the driver appropriately. This system is so beneficial to us and our customers that it is now standard in all FCC equipment.



The AWTI 3rd Eye has the following additional features to match the City's Service Verification System requirements:

- Capability to generate and download reports related to the Collection Service.
- Real-time and historical map-based vehicle location visibility of all Collection Vehicles.
- Direct access to view GPS data, photos and video recordings, with a storage capacity of at least 180 days.

FCC will give access to the City to utilize **Positive Service Verification** features of Third Eye, which provides photos of confirmed service and breadcrumb GPS tracking. Positive Service Verification allows the City as well as staff to see verification of service on a house by house basis. All service points are confirmed via GPS, time stamped and paired with an image of the location.

In addition to providing the City access to the Positive Service Verification, FCC will provide daily uploads of its collection vehicle GPS data meeting the City's requirements:

- Ping Rate of every 5 seconds
- GPS data will be made available in CSV or ASCII tabular format, with columns for Longitude/Latitude Coordinates, as well as date and time stamps.

Chronic Service Issues

All onsite management are made aware of customer service issues as they occur. **In the event that a particular address or customer location shows up more than once for the same issue, a "Root Cause Analysis" is conducted immediately** and a plan worked out with the individual customer to ensure that the particular issue is resolved to the customer's satisfaction.

The address or customer location is then put on our field supervisors/route managers check list to monitor personally for the next several weeks until all involved are in agreement that the issue no longer exists. The process of finding the "Root Cause" often helps educate the customer so that they are often the most valuable part of issue resolution.

Proposed Local Customer Service Team

Our trained customer service team is available during regular business hours to assist with the City of Port Orange resident's waste management needs. **All calls received from the City of Port Orange representatives, local residents or customers are handled by local representatives at the City Liaison office located in the City's Public Works Building at 407 Virginia Ave. As a company we don't use centralized call centers, so we can be closer to our customers and provide that local relationship and knowledge.** FCC will keep a record of all calls it receives regarding inquiries, missed pickups, complaints, etc.

The customer service center will be equipped with sufficient telephones and will have a responsible person in charge between the hours of 8 a.m. and 5 p.m., Monday through Friday. For after office hours, local office will have a voicemail system. Voicemails from Customers will be returned on the next Business Day. These calls receive priority handling as soon as it is feasible so that all customers' needs are addressed as quickly and professionally as possible. In addition, supervisors are available 24-7 as needed in case of emergency or urgent situations.

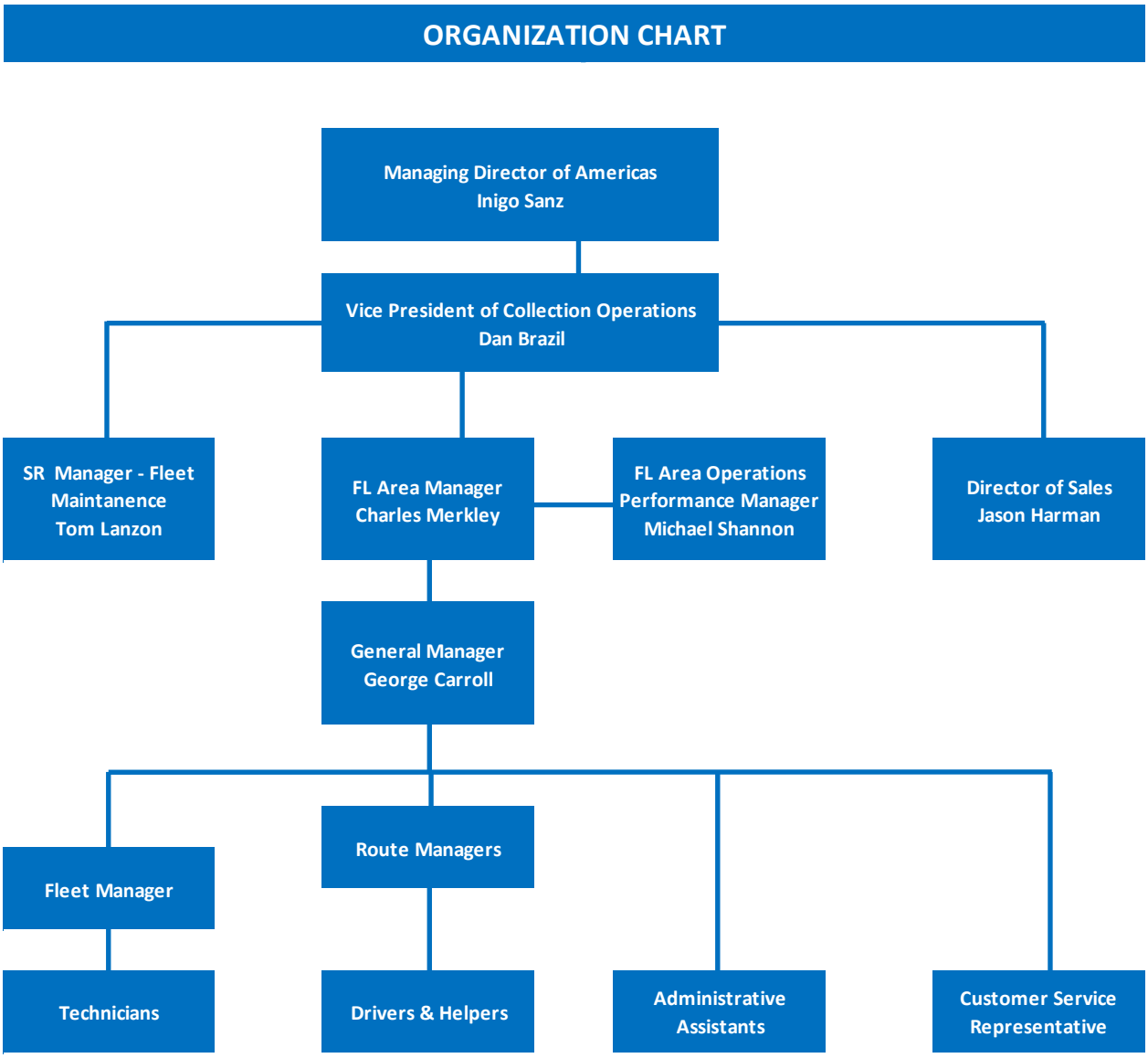
At the City Liaison office there will be 1 dedicated FCC employee answering customer' calls.

Non-conforming Set-Outs

Using the technology identified in the sections above (TracEZ & 3rdEye), FCC will be able to track and document any nonconforming set outs as identified by the agreement. Any nonconforming set outs will be tracked via TracEZ so as to provide the City with weekly and monthly reports of the frequency of these set outs. Additionally service verifications will allow for an image to be provided to the City for verification of nonconforming set outs.

Additionally, residents will be trained using educational tags and materials specifying why the collection event did not occur, and how they can ensure their set out conforms to the standards provided by the City.

3.11 FCC Management Staff



Dan Brazil – Vice President of Collection Operations

E-mail: dan.brazil@fccenvironmental.com **Phone: 832-404-2597**

Dan has 12+ years of experience in transportation operations and environmental services with UPS and Waste Management prior to joining FCC. He has vast knowledge in operations, safety, and customer focus environments driving continuous improvement through employee engagement and performance management. Dan Brazil's resume has been provided at the end of this section.

Jason Harman – Director of Sales

E-mail: jason.harman@fccenvironmental.com **Phone: 832-246-2088**

Jason brings 25 years of experience to FCC as the director of sales. Jason oversees all aspects of the FCC sales team within the United States. Jason leads, supports and trains sales professionals to offer waste & recycling solutions to Manufacturing, Industrial, Municipalities and Commercial prospects. Jason is a highly accomplished sales leader with proven success in implementing new products and onboarding programs. Jason Harman's resume has been provided at the end of this section.

Tom Lanzon – Sr. Manager - Fleet Maintenance

E-mail: thomas.lanzon@fccenvironmental.com **Phone: 407-558-0229**

Tom brings over 30 years of experience with a proven track record of successfully implementing systems, policies, procedures and managing multi-million dollar budgets of multiple locations. As Sr. Manager - Fleet Maintenance, Tom manages the repair and maintenance of all US collection vehicles. He also analyzes the vehicle and equipment replacement schedule, maintains records in accordance within federal and state law, and oversees and retains our relationships with vendors for all equipment and services. Prior to joining the FCC team, Tom worked with Advanced Disposal Services, Waste Management and Republic Services as a Fleet Manager. Tom Lanzon's resume has been provided at the end of this section.

Charles Merkley – Area Manager

E-mail: charles.merkley@fccenvironmental.com **Phone: 407-504-8505**

Charles brings 40 years of experience to FCC as Area Manager of FCC's waste and recycling collection operations within Florida. Charles oversees all aspects of the Florida team to include HSE compliance and culture, analyzing routes, customer inquiries, equipment maintenance, scheduling, contractual obligations and the training and development of staff. In addition, Charles manages DOT compliance, tailgate safety team meetings, risk assessment and management, and maintaining and building relationships with our clients.

Charles has lived in the City of Port Orange for the past 32 years, and will be a local asset to the City as well as FCC to ensure that the level of service the City receives is higher than what they currently receive. Charles was instrumental to the City's waste collection privatization, **managed the collection contract for several years,** and has been instrumental to FCC properly determining the level of service the City requires.

Previous to FCC, Charles was with Advance Disposal Services as District Manager. He was directly responsible for operations for two large districts located in Jacksonville, St. Johns and Clay counties of Florida. These operations included 100,000 residential units, 5,000 commercial and 2,500 industrial accounts.

Michael Shannon – FL Area Operations Performance Manager

E-mail: michael.shannon@fccenvironmental.com **Phone: 386-337-1062**

Michael has 10+ years of experience in waste and recycling collection operations. As the FL Area Operations Performance Manager, Michael ensures all locations are operating within FCC's collection guidelines. He works with operational staff on improving processes and helping drive efficiencies while increasing the level of service for all contracts. Michael Shannon's Resume has been included at the end of this section.

Michael lived in the City of Port Orange for over 10 years, and has lived in the neighboring Cities for over 20 years.

George Carroll – General Manager

E-mail: george.carroll@fccenvironmental.com **Phone: 407-340-9997**

George (Gene) is a highly experienced waste management professional with over 28 years in the business. Gene has a proven track record of providing innovative solutions to drive customer satisfaction rates for both his commercial customer base and his municipal customer base. **Gene has previously managed the City of Port Orange contract with a previous hauler, and will be an asset during the transitional and startup period for the City of Port Orange.** Gene has been with FCC since 2017 overseeing our operations and highly successful transitions in Orange and Volusia Counties. Gene brings a wealth of knowledge for customer service and people management for contract execution. Gene Carroll's Resume has been provided at the end of this section.

Gene will be the primary point of contact with the City for all technical and administrative matters. He will have direct access to FCC's senior management for any issue beyond his authority. He will be directly responsible for the recruiting, training, safety and compliance for all personnel servicing the City of Port Orange. He also directly manages: labor costs, schedules, routes and customer satisfaction.

Route Managers

The City will have direct access to who will be directly responsible for handling any issues regarding service provided in Port Orange. In this role, the Route Managers will be responsible for the service, safety and production of all drivers on the assigned routes. They will ensure that all collection routes are properly completed. The supervisors will also manage driver compliance in all aspects of training, DOT drug and alcohol regulations, and physical requirements. **FCC's current Lead Route Manager has previously collected the City of Port Orange and has in depth knowledge leading the collection for the City.**

Customer Service Representative

The customer service representative role will have extensive communication with drivers and operational management staff to ensure efficient day to day operations. This role is paramount in resolving service,

safety and operational concerns. Customer service representative will have extensive contact with the City, residents and customers to ensure customer satisfaction is achieved.

Included below are the resumes of the senior management team, all of which are experienced professionals that have lead FCC's successful startups.

Inigo.sanz@fccenvironmental.com

INIGO SANZ

SKILLS & ABILITIES

Highly motivated and experienced management professional skilled in orchestrating business strategy, operations and fiscal excellence for successful organizations in the waste management industry, with experience in Europe and the Americas. Offers a demonstrated record of results in multiple business environments. Excels in the leadership and implementation of business planning processes while developing strategies to meet future challenges; leads major projects focused on revenue growth and improved collaboration, as we as internal process improvement and efficiency.

SELECTED CARRER ACHIEVEMENTS

- Launched the first integral industrial waste management facility in Latin America in 196, participating in permitting, construction and start-up of a fully integrated facility in Santiago de Chile.
- Led the largest decontamination project in Europe, a $210M project to remove chemical contamination from the Ebro River in Spain that threatened the drinking water supply for over 500,000 individuals.
- Secured an $86M agreement for the largest decontamination project in Italy, focused on the collection, transportation, dispsoal and /or recovery/reuse of toxic sludge produced by the biological tratment of the POWT of Syrcause, Siciliy.

PROFESSIONAL EXPERIENCE

MANAGING DIRECTOR FOR THE AMERICAS, WASTE MANAGEEMNT DIVISION, FCC, TX

2013 - Present

Promoted to create from scratch a new market in the United States, with authority over 800 employees, all US business operations and sales, and full P&L accountability. Exercises responsibility for financials, business development, production, human resources and administrative affairs. Has accomplished outstanding results, cementing the company as a key competitor in the United States and securing 19 large-value contracts over a four year period.

CHIEF OPERATIONS OFFICER – WASTE MANAGEMENT DIVISION, FCC, SPAIN

2002 – 2013

Led vision, strategy, and execution for all aspects of operations at the corporate headquarters in Spain, with 1,600 employees and $400M in annual revenue. Maintained accountability for the financial performance and operations of 130 waste treatment facilities throughout Europe and the United States, as well as all recycling facilities in South Europe. Exercised the authority to negotiated the key terms and conditions of high level contracts, while administering multimillion dollar budgets with full P&L responsibility. Innovated groundbreaking strategic plans and ideas that served as the foundation for sustained growth.

Successfully grew operations by 300% through the demands of the Bakken Oilfield Boom. Reduced recordable injuries by 50% by introducing an employee driven safety committee focused on peer to peer coaching. Improved employee retention by working with Corporate Compensation to develop a bonus incentive pay structure along with cultural change items to improve workplace satisfaction.

EDUCATION

INSTITUTO DE ECONOMIA APLICADA EN LA EMPRESA – MASTERS OF BUSINESS ADMINISTRATION

UNIVERSIDAD DEL PAIS VASCO – M.S. CHEMICAL SCIENCE

UNIVERSIDAD POLITECNICA DE VALENCIA – MASTER'S IN ENVIRONMENTAL LAWS

Dan.Brazil@fccenvironmental.com

DANIEL M. BRAZIL

SKILLS & ABILITIES

Highly accomplished leadership professional with experience in operations, team management, safety compliance, strategic planning and tactical execution. Results-oriented, decisive leader with proven success in implementing effective process improvements and cultural change.

PROFESSIONAL EXPERIENCE

VICE PRESIDENT OF COLLECTION OPERATIONS, FCC, TX

Feb 2019 - Present

Overall responsibility of 6 hauling sites totaling over 225 collection routes, 6 direct reports and 325 indirect reports. Full P&L responsibility, and responsible to lead organic open market growth strategy for the US.

SENIOR DISTRICT MANAGER – WASTE MANAGEMENT, MN

Feb 2017 – Feb 2019

Responsible for 2 hauling sites totaling 100 collection routes, 2 transfer stations, and 2 centralized container/compactor repair shops including 4 direct reports and 170 indirect reports. $56MM annual P&L responsibility in a highly competitive market. Partnered with sales to ensure customers received service while driving organic growth. SDO and MSDO Certified with focus on Container Shop Optimization.

OPERATIONS IMPROVEMENT MANAGER – WASTE MANAGEMENT, MN

May 2013 – Feb 2017

Managed the efficiency, service and safety of 350 routes over 29 hauling sites and 4 states. Partnered with Corporate headquarters to implement and drive sustainable enhancements through technology offerings. . Initiated and developed the routing and logistics team for WI/MN area focused on routing and optimization. SDO Master Certifier focused on change management and team engagement to drive continuous improvement through improved processes and mindset coaching.

BUSINESS MANAGER - UNITED PARCEL SERVICE, ND

May 2012 – May 2013

Successfully grew operations by 300% through the demands of the Bakken Oilfield Boom. Reduced recordable injuries by 50% by introducing an employee driven safety committee focused on peer to peer coaching. Improved employee retention by working with Corporate Compensation to develop a bonus incentive pay structure along with cultural change items to improve workplace satisfaction.

ON-ROAD SUPERVISOR - UNITED PARCEL SERVICE, ND

Nov 2010 – May 2012

Improved quality of service by reducing late air service by 15%. Reduced 10 operational hours per day through performance management and route optimization. Developed lead driver trainers to provide improved quality of training for new drivers.

DISPATCH SUPERVISOR - UNITED PARCEL SERVICE, ND

Mar 2008 – Nov 2010

Reduced operation mileage by 10% through route optimization. Improved customer response contact time to 1 hour by training local specialist with customer focused mindset.

EDUCATION

NORTH DAKOTA STATE UNIVERSITY – FARGO, ND – MANAGEMENT INFORMATION SYSTEMS

Jason.Harman@fccenvironmental.com

JASON HARMAN

SKILLS & ABILITIES

Highly accomplished sales leader with experience in training and implementing sales strategies, with proven success in implementing new produces, and onboarding programs.

PROFESSIONAL EXPERIENCE

DIRECTOR OF SALES, FCC, TX

Overall responsibility of managing all sales within the United States. Specializing in leading, supporting and training sales professionals to offer waste & recycling solutions to Manufacturing, Industrial, Municipalities and Commercial prospects. Collaborate with Operations team to ensure FCC customers are supplied with the necessary knowledge and equipment to run their business effectively as it relates to waste & recycling. Collaborating and implementing sustainability initiatives with Municipalities and Schools.

MARKET SALES MANAGER - MISSISSIPPI AND ALABAMA

Supervised activities of 17 Sales representatives. Ensured that team member meet or exceed sales call activity, sales pipeline growth, and new sales revenue. Effectively manage, maintain and sure the use of Waste Management Sales tools (i.e. Prospect Management, CRM-Salesforce.com, Proposal Program, Pricing Tools, etc.). Ensured Outside Sales Team was trained in the use of tools. Provided expert industry knowledge and interpretation for sales representatives and customers. Assisted in the communication and maintenance of the Market Area's pricing and service strategies. Interviewed and selected qualified candidates for open positions, and collaborated with Operations and National Account Teams.

REGIONAL SALES TRAINER – ENTIRE GULF COAST

Quarterbacked the design and implementation of the WM sales new hire onboarding program nationwide. Provided classroom training, certified in SFDC, negotiations, Virtual training, Challenger Sale & COMMIT to coaching. Participated in field rides, providing feedback to sales teams. Designed, implanted and oversaw the sales development solutions that supported the business strategy

AREA MANAGER – INDIANA & MICHIGAN

Lead a team of 19 sales professionals and drove profitable sales growth in the assigned territory. Recruited, coached, developed and trained new and existing Account Executives in a highly competitive contractual business. Managed a monthly P&L statement with the focus of increasing revenues and overall profits.

REGIONAL SALES TRAINER – COVERERED 9 STATES

Responsible for 70 Sales Professional, 7 Sales Mangers, and 2 Directors in 3 regions. Designed and trained on Salesforce 1 app, Online Manuals to connect employees, customers to engage in business. Used technical data to empower Sales Professionals to offer insights to potential customers to gain business. On-Boarded all new sales positions in the region. Led classrooms for Aramark Sales University designed for mid to senior level managers/directors delivering sales development skills. Led the design, development, facilitation and implementation of sales programs, policies and strategies tailored to meet organizational development needs and goals.

DISTRICT SALES MANAGER – MISSOURI, ILLINOIS & KENTUCKY

Lead, coached, and developed sales staff of 24 persons in 8 locations across 3 states. Designed and implemented TotalControl software to empower customers to make dramatic improvements in how they bid a job and control their rental fleet. Successfully lead groups to obtain qualitative and quantitative goals while developing and executing sales strategies for geographic portfolios and accounts.

EDUCATION

SOUTHWEST MISSOURI STATE UNIVERSITY – SPRINGFIELD, MO – BUSINESS COMMUNICATIONS

Thomas.Lanzon@fccenvironmental.com

THOMAS H LANZON

SKILLS & ABILITIES

Highly accomplished manager with a proven record of successfully implementing systems, policies, procedures and acquisitions. Capable of managing small or large fleets, facility and staff, with past experience of $1 million dollar a month budgets and multiple locations. Experience in supporting sales, finance and operations in multiple contract implementations across the State of Florida.

PROFESSIONAL EXPERIENCE

SR. MANAGER – FLEET MAINTANTENANCE, FCC, FL

Sep 2015 - Present

Responsible for managing multiple staff and shops located throughout Florida and Texas. Ensured that Fleet Managers properly managed and schedule staff, budgets and part inventories and PM's.

FLEET MANAGER – ADVANCED DISPOSAL, FL

Feb 2009 – May 2015

Responsible for managing and scheduling staff, budgeting, parts inventory, PM's and maintenance of vehicles at multiple locations.

SENIOR FLEET MANAGER – WASTE MANAGEMENT, FL

Jan 2004 – Jan 2009

Responsible for managing and scheduling staff of 40 employees, which included technicians and welders, 200+ vehicles and $1 million dollar a month budge.

FLEET MANAGER – REPUBLIC WASTE, FL

Dec 1999 – Jan 2004

Managed and scheduled staff of 15 employees including technicians, welders, compactor repair shop, container delivery drivers. Fleet responsibilities included 105+ vehicles, monthly budge, and all landfill and transfer station equipment.

FLEET MANAGER – WASTE MANAGEMENT, FL

Jul 1997– Aug 1998

Managed and scheduled staff of 32 employees which included technicians, welders, compactor repair, and delivery drivers. Responsible for budget, part inventory and maintenance of 160+ vehicles.

MAINTENANCE SUPERVISOR – WASTE MANAGEMENT, FL

Feb 1996 – Jun 1997

Managed and scheduled staff of 20 mechanics and fleet of 112 vehicles. Responsible for monthly budgets, parts inventory and relationships with vendors, PM's and maintenance of all equipment.

FLEET MANAGER – ATLANTIC WASTE MANAGEMENT, FL

Jul 1993 – Feb 1996

Managed maintenance facilities at two separate locations which included 62 vehicles and staff of 13 mechanics. Responsible for monthly budgets, parts inventory, PM's and maintenance on all equipment.

FLEET MANAGER – WASTE MANAGEMENT, FL

Apr 1988 – Jun 1993

Managed a staff of 6 mechanics and 60 residential vehicles. Responsible for parts inventory, relationships with vendors, monthly maintenance budget, scheduling PM's and repairs on vehicles. Also, heavily involved with operations on any start-ups, including Orange County recycling and setup up of a new MRF.

Charles.Merkley@fccenvironmental.com

CHARLES MERKLEY

SKILLS & ABILITIES

Highly accomplished leadership professional with experience in operations, team management, safety compliance, implementing systems and acquisitions. Results-oriented, with proven success in solid waste and recycling hauling facilities.

PROFESSIONAL EXPERIENCE

AREA MANAGER, FCC, FL

Aug 2015 - Present

Area Manager responsible for all lines of business to include FCC's curbside residential waste, recyclables, commercial, front load, and roll-off collection contracts as well as open market work within Florida.

DIRECTOR OF OPERATIONS FOR STARTUP HAULING AND RECYCLING – TRASH TAXI, AL

Apr 2014 – Apr 2015

Directly responsible for financial, compliance and governmental relations for the new startups in Pelham AL.

GENERAL/DISTRICT MANAGER – ADVANCED DISPSOSAL SERVICES, FL & GA

Feb 2008 – Feb 2014

Directly responsible for financial, compliance and governmental relations for two large hauling districts located in Jacksonville, St. John's and Clay County FL; between three facilities they serviced over 100,000 residential units as well as 5,000 commercial and 2,500 industrial accounts.

VICE PRESIDENT OF OPERATIONS – CHOICE ENVIRONMENTAL SERVICES, FL

Mar 2007– Feb 2008

Directly responsible for financial, compliance and governmental relations for South FL solid waste hauling and recycling facilities.

NORTH FLORIDA MARKET AREA SENIOR DISTRICT MANAGER – WASTE MANAGEMENT, FL

Dec 1999 – Mar 2007

Directly responsible for financial, compliance and governmental relations for transfer stations and landfills in the North Florida Market.

GENERAL MANAGER - EASTERN ENVIRONMENTAL SERVICES

Nov 1996 – Dec 1999

REGIONAL MANAGER – BROWNING FERRIS INDUSTRIES

Dec 1994 – Oct 1996

REGIONAL OPERATIONS MANAGER – ATTWOOD/IWS

Oct 1983 – Dec 1994

WELDER – SCA SERVICES

Aug 1979 – Sep 1983

EDUCATION

DAYTONA BEACH COMMUNITY COLLEGE – DAYTONA, FL – BUSINESS ADMINISTRATION

Michael.shannon@fccenvironmental.com

MICHAEL A. SHANNON SR.

SKILLS & ABILITIES

Self-motivated professional with excellent interpersonal, organizational and customer service skills who is highlight enthusiastic, deeply driven, and capable of handling work and personal tasks; especially competent in settings requiring strong customer service, communication skills, project coordination, strong comprehension skills and multitasking capabilities.

PROFESSIONAL EXPERIENCE

FL AREA OPERATIONS PERFORMANCE MANAGER - FCC, FL

Dec 2020 - Present

Responsible for evaluating performance, implementing strategies, and analyzing results, in detail, of all Florida waste collection operations from start to finish.

- Develop all collections operational metrics that drive efficiency performance goals.
- Maintains all systems that the organization currently utilizes. Vets current systems for performance enhancements and new systems for potential upgrades.
- Cross functions between Safety, IT, Fleet, and HR to establish guidelines that lead to overall process improvements.

LEAD ROUTE MANAGER – FCC, FL

Apr 2020 – Dec 2020

Member of the Volusia County start up team. Assisted in hiring, and training of operational staff. Oversaw and lead route managers to effectively lead route drivers to exceed productivity goals and expectations on the routes. Created, modified and improved routes to maximize densities and improve efficiencies. Oversaw safety and accident prevention programs to ensure all reasonable actions were taken to prevent accidents and injuries.

OPERATION SUPERVISOR – REPUBLIC SERVICES, FL

Feb 2011 – Mar 2020

Responsible for achieving and communicating company's safety goals and objectives with operational staff, ensuring assigned staff actively participated to instill a culture of safety. Worked to remove unsafe conditions from the driver's routes, while leading the drivers to exceed productivity goals and expectations on the routes. Served as positive representative of the Company to drive customer satisfaction and loyalty to the Company.

MANAGEMENT TRAINEE – REPUBLIC SERVICES, FL

Feb 2009 – Jan 2011

A 2 year rotational management program designed to get individuals who are educated and highly motivated up to speed quickly in the industry. I spent time in Operations, Maintenance, Sales, Customer Service, and Accounting.

EDUCATION

WEBBER INTERNATIONAL UNIVERSITY – BABSON PARK, FL - BACHELOR OF SCIENCE IN BUSINESS ADMINISTRATION – MINOR IN MARKETING

George.Carroll@fccenvironmental.com

GEORGE CARROLL

SKILLS & ABILITIES

Highly accomplished professional with experience in operations, team management, safety compliance, strategic planning and tactical execution. Results-oriented, decisive leader with proven success in implementing effective process improvements and cultural change.

PROFESSIONAL EXPERIENCE

GENERAL MANAGER – FCC, FL

2017 - Present

Overall responsibility of 2 hauling sites totaling over 80 collection routes, servicing over 120,000 residential customers. Responsible for the successful startup of the Volusia solid waste and recycling facility.

OPERATIONS MANAGER – FCC, FL

2015 - 2017

Responsible for the successful startup of the Orange County Solid Waste and Recycling facility. Successfully managed in the hiring, recruiting, training, development safety, government compliance profit and loss, operations and customer service.

MANAGER – ADVANCED DISPOSAL, FL

2008 - 2015

Directly led a team of 47 associates that included administrative support and front-line managers.

MANAGEMENT CONSULTANT - FL

2007 - 2008

Ensured business strategies are attained through training and counseling, and ensured all local and state laws are followed through the execution of the contract.

DISTRICT FACILITIES MANAGER – METRO WASTE SERVICES, FL

2006 - 2007

Strategic business partner and core participant of the West Florida Market team. Directly lead a team within Sales and route operations.

DISTRICT OPERATIONS MANAGER – WASTE MANAGEMENT, FL

1999 – 2006

Successfully managed an average customer base of over 100,000 residential customers, 2,300 commercial, 1,500 industrial and two solid waste transfer stations. Directly led a team of 200 that included administrative support and front-line managers.

ROUTE MANAGER – IWS/BFI INC, FL

1993 – 1999

Successfully managed an average customer base of 65,000 residential customers. Directly lead a team of 80 associates that included administrative and front-line managers.

EDUCATION

COLLEGE OF THE AIR FORCE – PATRICK AIR FORCE BASE, FL – PROFESSIONAL MANAGEMENT EDUCATION

SEMINOLE COMMUNITY COLLEGE – SANFORD, FL – FLORIDA LAW AND POLICE STANDARDS

TAB 4. TRANSITION PLAN

Our company takes immense pride in transitions is it directly impacts the residents of the service. **Through our 110 years of experience collecting municipal contracts**, we have executed thousands of these successfully.

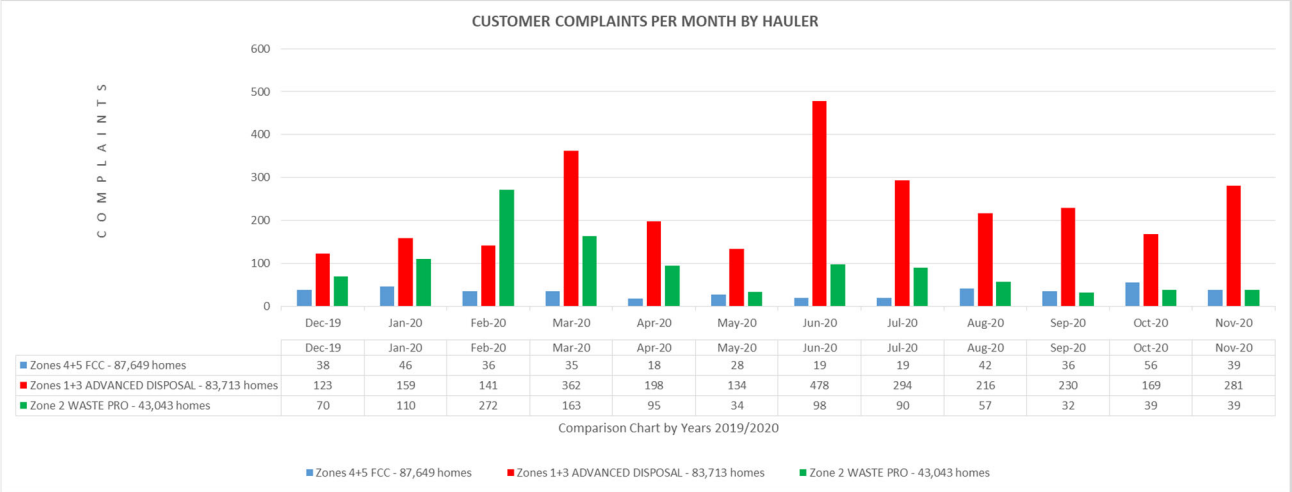
Since 2015, FCC has successfully transitioned many large collection contracts, where we have transitioned the services of another waste collection hauler. Included below are some of the highly successful transitions carried out in the United States.

FCC's transition team is made up of the Vice President of Collection Operations (Dan Brazil), the Area Manager (Charles Merkley), the FL Area Operations Performance Manager (Michael Shannon), the Senior Manager – Fleet Maintenance (Thomas Lanzon), and General Manager (George Carroll) who will be overseeing the contract along with the local Route and Fleet Managers, guaranteeing the highest standards during transitioning this contract.

Orange County FL - MSW

As was highlighted in FCC's History in section 2.1 FCC transitioned Orange County from twice per week Solid Waste, rear load, manual (personal cans) curbside collection service and once per week recycling in 18G bins to: once per week Solid Waste with 95G carts and fully automated side load service and once per week recycling in 95G carts with fully automated side load service. The transition of this project included multiple challenges, from changes in to how the waste was collected, to the overall size of the project as FCC was awarded with two zones within Orange County, making it the largest hauler contracted.

Since the start of the new collection services in Orange County, FL FCC has become the best performing service provider among the three collection companies providing service to the County. FCC has continually been the best with the lowest number of service complaints. This cannot be achieved without an excellent team and a great partnership with our County. The table below shows the number of complaints received during the last 12 months in Orange County, FL as provided by the Orange County Solid Waste Department. FCC currently provides collection services to zone 4 and 5, Advanced Disposal to Zone 1 and 3 and Waste Pro to zone 2. As you can see, FCC has the highest level of customer satisfaction according to OCSW department data.



Rowlett TX - MSW

For the City of Rowlett, TX FCC provides collection services for over 19,000 homes as well as over 500 local commercial customers consisting of frontload and roll off collection

This transition provided multiple challenges that were successfully managed by the FCC team. This was the first large contract in the State of Texas that was transitioned by the FCC team. FCC was able to successfully transition the residential customers, and the over 500 commercial accounts located within the City.

Additionally **this contract was transitioned within just 4 months of contract execution**. FCC's success in its transition has carried over through the current term of this contract, as FCC has never been assessed any liquidated damages since the start of the contract.

Polk County FL - MSW

Since October of 2017, FCC began providing Refuse, Recycling, Yard and Bulk waste services to 76,000 homes in Polk County. Service is provided with 22 automated side loaders, 13 twenty five CY rear loaders, 2 eight CY rear loaders, and 2 clamshells trucks.

FCC was able to successfully manage all challenges that arose during this transition. During this transition, Polk County was struck by Hurricane Irma on September 2017. During this time, **FCC's team was able to quickly deploy, and began to provide services prior to their start date to ensure that they could help serve Polk County citizens**.

Volusia County FL - MSW

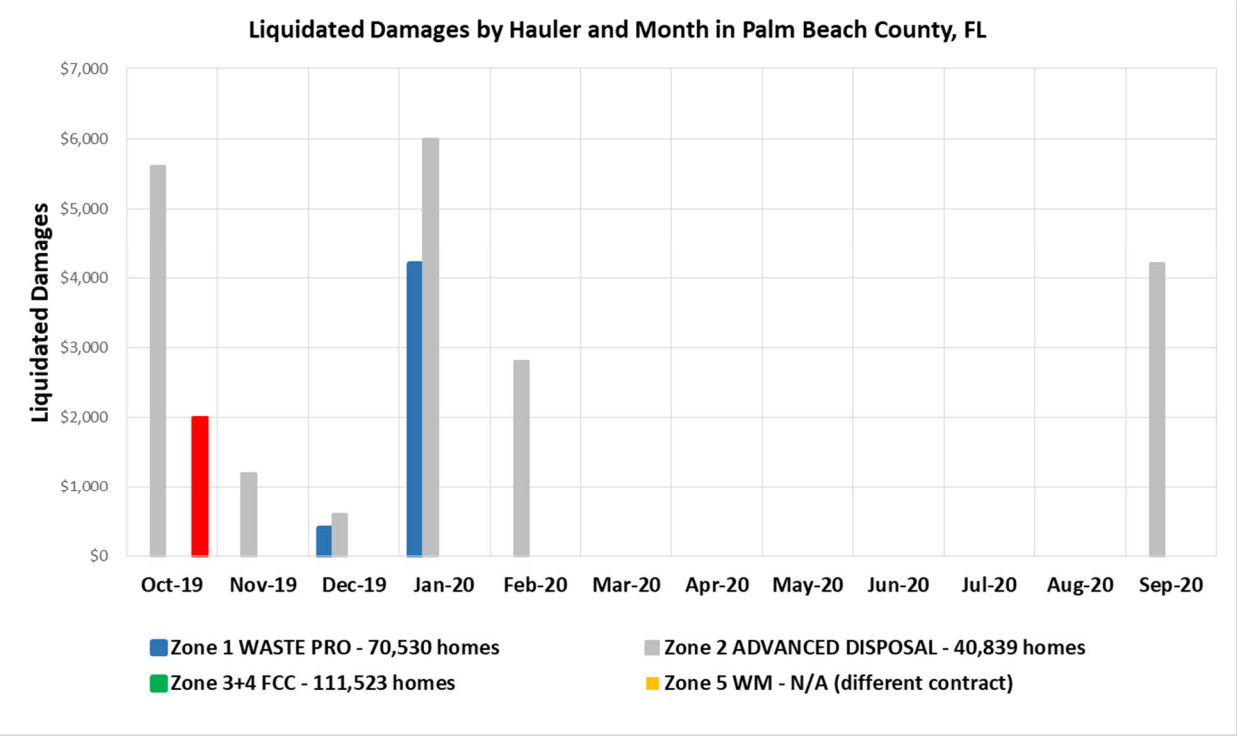
On April 2020 FCC began providing the collection of solid waste, dual stream recyclable materials and yard waste/Bulk for over 45,000 single family homes in Volusia County FL.

This transition went through many challenges that were all successfully mitigated by the FCC team. As mentioned above, **this contract was transitioned during the COVID-19 pandemic**. During the pandemic, the FCC team ensured that it met all the health and safety requirements to ensure that all of its employees, and potential employees kept proper social distancing guidelines. FCC was able to successfully hire all the required employees, which included existing hauler personnel to ensure that its employees received hiring priority. In addition to this, FCC worked with the existing hauler and was able to purchase the existing facility, ensuring a smooth transition of service.

FCC's success in this transition has carried over through the operational phase of this contract. **FCC has not been assessed any liquidated damages since the start of this contract.**

Palm Beach County FL - MSW

Palm Beach County was transitioned in October of 2019 where FCC is the largest hauler in the County while also being the only hauler to receive zero liquidated damages. This transition consisted of delivering carts of various sizes to more than 111,000 households and working with incumbent haulers Republic Services and Waste Management to exchange more than 1,800 commercial customers to the FCC new containers. **FCC has been the only contracted hauler (out of 4) to not receive any liquidated damages since the start of the contract.**



SWA
SOLID WASTE AUTHORITY
YOUR PARTNER FOR SOLID WASTE SOLUTIONS

June 25, 2020

Dear Mr. Sandora,

The Solid Waste Authority of Palm Beach County (SWA) thanks you and the FCC team for immediately assisting our south county residential customers removing yard waste debris generated from an isolated storm last Friday evening.

We truly appreciate the FCC team working with our customers to remove this large amount of yard waste storm debris generated within this area on their normal scheduled yard waste collection day.

FCC, as a new service provider in Palm Beach County, provided the lowest competitive collection rate for our customers within Service Areas 3 and 4, a new fleet of collection equipment and containers, delivered a perfect seamless transition that included cart deliveries of three (3) different sizes (including last minute community exchange request for a smaller cart) within two very large Service Areas, proactively worked with our team to resolve any and all possible startup issues, and last week immediately providing emergency removal of storm debris in a timely manner.

FCC assembled a very dedicated, professional, knowledgeable, hardworking, customer-oriented team that delivers the highest quality of collection services possible on a consistent basis.

This effort all begins with great leadership. We appreciate and thank you and Mr. Charlie Merkley as the new team exceeding our customer's expectations each and every day!

It is a pleasure working with FCC who share the same values and goals to deliver great customer service, exceeding all expectations on a daily basis.

Thank you very much on behalf of our customers and SWA for a job well done each day!

Sincerely,

John Archambo, Director, Customer Relations

City of Omaha NE- MSW

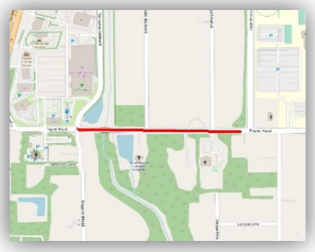
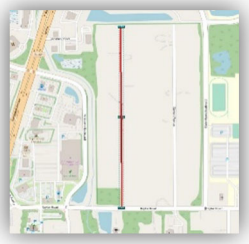
November 30, 2020 FCC began providing the collection of solid waste, and dual stream recyclable materials 150,000 residences in the City of Omaha, NE.

This transition went through many challenges, as the City and its residents were transitioning from a manual (personal can) curbside collection service, to an automated cart service for garbage and every other week recycling. FCC was able to successfully assemble and deliver over 290,000 carts of various sizes to the residents of the City of Omaha. In additional to the change in how the waste was collected, FCC was able to **successfully transition the City during the COVID-19 pandemic**. During the pandemic, the FCC team ensured that it met all the health and safety requirements to ensure that all of its employees, and potential employees kept proper social distancing guidelines. FCC was able to successfully hire all the required employees, which included existing hauler personnel to ensure that its employees received hiring priority. In addition to this, FCC worked with the existing hauler and was able to purchase the existing facility, ensuring a smooth transition of service.

City of Edgewood FL- MSW

On January 4. 2021 FCC began providing Refuse, Recycling, Yard and Bulk waste collection services to over 850 residences, and franchised commercial collections within the City of Edgewood. This contract required FCC to work with the existing hauler to ensure that the commercial businesses within the City of Edgewood were not impacted due to the change of their service provider. FCC successfully delivered all of the required containers, and worked with the commercial customers to ensure they received the level of service they required.

The key to these successful transitions, has been due to the due diligence and successful transition plans FCC has prepared and executed for each of these contracts. FCC's team of experts have already carefully surveyed the streets in the City of Port Orange, as we will continue to do, to ensure we understand the City's atmosphere, demographic and traffic profile along with any other requirements the City may have.

Address	Map	Photo
Taylor Rd		
Sweetwater Blvd		
Stewart Ave		

With this knowledge FCC has provided the transition plan for the City of Port Orange below.

- **1. Contract Execution**

Because FCC is committed to providing our customers with the service they ask for, we intend to accept the contract as it stands in the initial RFP template, or any subsequent addendum, and price things appropriately so that we are able to minimize the need to extensively negotiate start up contracts or return to the bargaining table at a later date.

FCC hopes to develop a timeline during Contract Execution for follow up meetings to provide the City with updates and progress reports during the transition. It is anticipated that FCC and the City of Port Orange will be able to swiftly execute the signed contract and begin work on executing the transition almost immediately upon award.

- **2. Transition Period**

The Area Manager, along with the rest of our transition team, will coordinate and consult in both scheduled and on an "as needed" basis with the City's designated personnel in a combination of face to face meetings, web conference calls, email and telephone depending on the City's preferences and urgency of the communication. Among the items we expect to discuss during these meetings are up to date progress reports on the Transition Plan Execution, informational content of residential customer communications, routing reports, formatting requirements, and sample invoices along with any potential revisions requested by the City to ensure the approval related to informational content, formatting and appropriate distribution prior to commencement of services.

- 2.A. Equipment

Immediately upon Award of Contract, FCC's Fleet Management personnel will forward specifications to the selected chassis manufacturer and order the necessary new trucks while coordinating with the selected body manufacturer to ensure timely delivery of the necessary new trucks and equipment. It is standard for all FCC collection vehicles to be equipped with AWTI 3rd Eye 360 Degree Camera and GPS systems, so these will be ordered at this time.

Within sixty (60) days of the effective date FCC will provide documentation demonstrating that all necessary Collection Vehicles and equipment have been ordered and are scheduled to be delivered to FCC's Volusia facility on or before October 1, 2021.

At 6 weeks from order placement, FCC will check the progress of the manufacturers to confirm that both chassis and body manufacturers for necessary new equipment are on schedule to provide delivery of the assets to their respective authorized dealers. This process will be ongoing until the final delivery is made.

All new and like new trucks will arrive to our facility before October 1, 2021. When notified of each delivery, operations and fleet management personnel will go to the manufacturer's authorized dealer location to confirm delivery of the correct asset. As each asset is delivered, it will be scheduled for a PDI (Post Delivery Inspection) by both the chassis manufacturer and the body manufacturer individually. During the time the new assets are located at the authorized dealer locations, both the AWTI 3rd Eye Camera & GPS system and appropriate decals will be installed on the asset.

Finally, as each truck is delivered to our facility, our own team of technicians will conduct our own PDI to confirm that nothing was missed. This process will include putting each vehicle through a thorough test operation by the drivers that will be operating the equipment in the City of Port Orange. During the process of conducting our PDI, all pertinent data will be gathered, and recorded. Upon completion of all of the above, FCC will submit our Asset Inventory List to City Staff for approval. Additionally, any permanent or long term changes made in our asset inventory will be submitted to the City of Port Orange for approval.

- 2.B. Personnel

Immediately upon contract award, FCC's professional and highly experienced HR personnel will begin recruitment efforts ensuring that we recruit quality candidates for servicing the City of Port Orange prior to Commencement of Services. FCC recruiting efforts will include job fairs, online or print media advertising and acceptance of any current driver's applications that wish to maintain work in the City of Port Orange. FCC has transitioned multiple contracts where it has worked with the incumbent haulers, to give priority to employees who would be displaced as a result of the municipality awarding this scope.

Upon award of the contract, FCC will begin to accept applications for review; after selecting the more promising candidates, we will schedule interviews with individual candidates and conduct various skills tests to assess skill levels of individual recruits in order to tailor training requirements for each driver. Of course, all successful applicants will undergo a thorough background check to confirm compatibility with our company culture of Customer Service and Safe Operations.

Beginning September 2021, we will begin to onboard key staff. Route Managers, Administrative Staff, and Lead Drivers, will be hired in order to complete training in the early stages. As we get closer to the 1 month prior mark, we will continue onboarding personnel in order to be fully staffed for collections. Drivers with less experience will be hired earlier on than more experienced drivers in order to ensure complete safety training.

1 Month Prior to Commencement, we will finalize all new hire orientation, Safety Training, confirm that uniforms are ordered, any safety gear such as gloves, hard hats and appropriate footwear along with any other industry standard PPE (Personal Protective Equipment) have been both purchased and distributed.
By October 15, 2021, FCC will confirm in writing that it has hired all of the employees needed to provide Collection Service in compliance with these Specifications and FCC's drivers have inspected all of the Routes and confirmed their ability to complete the Routes on the Scheduled Collection Days.

- 2.C. Residential Containers – Recycling Bins & Poly carts

Depending on the garbage collection option selected by the City, and immediately upon award of the contract, FCC will forward specifications for the bins and carts, and will place the order immediately upon award of Contract Award.

6 weeks prior to Commencement of Services, FCC will provide maps to the successful provider that will conduct the Bin and Cart (if selected) A&D (Assembly and Delivery) project. These maps will detail cart placement for both Commercial Cart customers and Residential Cart Customers. We anticipate completing Cart A&D 2 weeks prior to Commencement of Services.

As part of the A&D project, FCC will provide residents with notifications on the change of service, and educational materials on how to properly dispose of waste in the City of Port Orange. Samples of these notifications were provided in section 3.5 and are included below:

SWA
SOLID WASTE AUTHORITY of Palm Beach County

IMPORTANT COLLECTION INFORMATION

Your new automated curbside collection program schedule starts October 1, 2019

Your **garbage** days are

Your **recycling** day is

Your **yard waste** day is

Your **bulk** waste day is

Your **construction & demolition** waste day is

Thanksgiving and Christmas holidays are the only two holidays observed. Garbage will be collected outside your cart Friday, Saturday and Monday after Thanksgiving and from December 26th to January 1st following Christmas day.

PLEASE SEE REVERSE FOR FURTHER PROGRAM DETAILS

YOUR LOGO HERE

Recycle Right -everyday-

FCC Service Brochure, front

All carts, bins, cans, and other debris must be placed out by 6 a.m. on your collection day.

GARBAGE

All garbage must be placed inside your SWA cart, there is no weight limit. This includes coconuts and all other fruits.

YARD WASTE

Yard waste is limited to a maximum of 6 cubic yards per week. All yard waste, with the exception of tree branches and palm fronds must be properly containerized in standard 32-50 gallon cans or sealed bags that weigh less than 50 lbs. when filled. Tree branches cannot exceed 50 lbs. in weight, 6 feet in length, and 6 inches in diameter per piece.

Tree removal, tree trunks, root balls are never collected curbside.

BULK

Bulk includes appliances, furniture, and any other items that do not fit in your garbage cart, and is limited to 3 items per week.

Construction Debris (C&D)

C&D is limited to 2 cubic yards per week. All C&D must be in containers and weigh less than 50 lbs. when filled.

RECYCLE

Blue Bin	Yellow Bin
Plastic Bottles and containers, cans, glass bottles and jars, cartons, drink boxes	Cardboard, Newspapers, office and school paper, mail, magazines, dry food boxes, paper bags, cardboard paper rolls, pizza boxes

Never recycled: Plastic bags, foam products, aluminum foil/pans, shredded paper, plastic utensils/straws, paper towels/plates/napkins, coat hangers, light bulbs, or needles.

Call Solid Waste Authority Customer Information Services at 561-697-2700, 1-866-SWA-INFO or email contactcis@swa.org

Swa.org

SWA
SOLID WASTE AUTHORITY of Palm Beach County

FCC Service Brochure, back

- 2.D. Commercial Container A&D

Upon award of contract, FCC will begin the process of making contact with each of the City of Port Orange's various Commercial and Industry Partners to identify concerns and answer any questions these businesses may have related to the change in service. Finally, FCC will contact the incumbent to request all contact information and service parameters for individual accounts to identify any special concerns related to customers such as equipment that will remain under lease by the incumbent or special hours of service. FCC will discuss with the incumbent a schedule of exchange for all containers and equipment.

Immediately upon Award of Contract, FCC will request "Best and Final" quotes from the manufacturers for the various types and sizes of equipment to be installed in Port Orange. After reviewing and selecting the best proposal for the contract, upon confirmation of data provided by the incumbent, FCC will forward container and equipment specifications to the selected vendor for ordering.

Within the first 6 weeks of Award of Contract, FCC intends to have selected a staging area capable of receiving all containers in cooperation with the City of Port Orange designated contact person and the incumbent service provider. It is anticipated that the incumbent will allow FCC's CD truck to deliver their containers to the staging area to ease logistical concerns for the incumbent.

10 weeks prior to Commencement of Services, deliveries of containers will be directed to the selected staging area. Upon arrival, each of the containers will be inspected for quality of construction and FCC will finalize preparations for delivery such as affixing the appropriate decals and in service dates to the containers recording their serial numbers into inventory and scheduling deliveries to coincide with services in cooperation with the incumbent service provider.

9 weeks prior to Commencement of Services, FCC plans to begin the equipment exchange for front load dumpsters and for roll off containers. FCC intends to permit the incumbent to access and use FCC's containers and equipment during the period of transition, prior to Commencement of Services and if necessary, get the same permissions from the incumbent for after Commencement of Services should the incumbent fail to completely remove all of their equipment prior to Commencement of Services. While FCC fully expects to complete the equipment exchange 1 week prior to Commencement, we believe that it is prudent to provide back up plans in order to maximize our capacity to complete the transition with a minimum of service disruption to the customer and avoid negatively impacting the incumbent's operations at the same time as it is our practice to be good partners. We believe that in the event that there is difficulty completing the container exchange, all work related to commercial container exchange will be completed NLT (No Later Than) 3 weeks after commencement of services.

- 2.E. Facilities

FCC has a facility within Volusia County that it will use to service the City of Port Orange. Upgrades to this yard so as to accommodate the trucks that will service the City of Port Orange have already been identified and will be completed prior to October 1, 2021.

- 2.F. Routes

During the process to develop our response to the RFP, FCC performed an initial field audit to track the number of trucks currently providing service in the City of Port Orange. Immediately after the award of the contract, FCC will perform an additional audit to document potential improvements to the routing.

No later than October 1, 2021, FCC team will coordinate with City staff to receive and confirm all active handicap Side Door Service accounts. Customers will be marked on the driver's route sheets & maps within FCC's Microsoft Dynamics ENWIS system.

FCC will use its High Density Routing software to route all trucks within the City utilizing the improvements identified during the field audit. Once those trucks are routed, draft route maps will be generated for the FCC New Projects team to review. FCC will provide the final maps and data generated to the City in a format that can be uploaded onto the City's existing GIS website for use by the City.

8 weeks prior the commencement of the contract, Route Managers & General Manager will review the route maps, perform dry runs to check for safety, efficiencies, and service optimizations. Supervisors will provide comments and feedback in order to produce the final routes to be submitted to the City.

6 weeks prior to the start of the contract, route drivers will be provided with their route books. These books provide the route overview and path details necessary to effectively navigate and service their routes. Any additional improvements identified by the drivers will be incorporated into the routing prior to Commencement of Service with any subsequent changes forwarded to the City. Prior to October 15, 2021, FCC will submit in writing that all its drivers have inspected the routes and confirmed the ability to complete them.

- 2.G. Software

12 weeks prior to commencement of the contract FCC will begin setting up the Port Orange databases within its Microsoft Dynamics ENWIS software. As a part of setting up the database, FCC will be in consultation with the City to confirm that the dashboards and reports from within the system conform to the City's requirements.

10 weeks prior to the start of the contract, FCC will set up the 3rd Eye portal for the Port Orange fleet. FCC intends to provide Port Orange with a user interface in 3rd Eye as well. Login credentials will be generated for personnel designated by the City with required permissions and advanced reports will be configured to provide the City daily GPS locations of all vehicles complete with tracking and truck initiated service verification photo reports in addition to AWTI 3rd Eye's PSV (Positive Service Verification) photographs.

FCC will ensure that the Service Verification System is fully operational, all Collection Vehicles are equipped with a GPS, all Residential Collection Vehicles are equipped with fully operational cameras mounted on the outside of the Collection Vehicle, providing 360-degree camera coverage to monitor events occurring while providing Collection Services (no in-cab driver view) by October 15, 2021. Any issues will be provided to 3rd Eye to properly address prior to the Commencement of Services.

Training on Microsoft Dynamics ENWIS for any new personnel hired to service the City of Port Orange will begin 6 weeks prior to the Commencement of Services. The staff will be trained in the different solutions within the software that dispatching, billing and truck maintenance features.

- 2.H Reports

No Later than 8weeks prior to commencement, FCC will coordinate with the City of Port Orange to determine the reporting requirements for the City on an daily, monthly, quarterly or yearly basis. Upon receiving the reporting requirement detail, FCC will ensure that its existing systems are modified to provide the City with the data it needs in the required format.

6 weeks prior to the Commencement of Services, FCC will provide the City with draft reports as the systems are modified to meet the requirements. Any additional changes or improvements will be implemented after receiving comments and direction from City personnel.

4 weeks prior to Commencement of Services, Customer Service Representatives, Route Managers, and the General Manager will be trained on how to properly generate required reports, as designed per the City's specifications, from Microsoft Dynamics ENWIS. Additionally an SOP (standard operating procedure) will be utilized to ensure proper documentation of the steps and for training any new staff.

- 2.I Customer Communication

FCC will coordinate with Port Orange staff to formulate the language to be used in all communications with residential customers in order to educate the citizens about the coming change in service. 12 weeks prior to commencement, FCC will submit the informational flyers to the City for approval.

8 weeks prior to commencement, FCC will produce an informational video to be released on YouTube among other online outlets with introductory information related to the new service and FCC will provide the City with the URL address in the event that the City wishes to publish the URL in its own online communications and social media.

FCC will work with City staff to ensure it meets all residential communication requirements. By October 22, 2021 FCC will confirm with the City that all residents were notified of change in service.

- 3. Commencement of Services

Prior to the commencement of services, FCC will begin to transition into the operational plan. The Collection plan will be provided to the City during this transition period. Prior to the commencement, FCC will properly train all staff, to ensure that the procedures to the operational plan are followed, and improvements are made prior to the actual commencement date.

- **4. Ongoing Operations Execution and Continued Development**

FCC will continue to work with City staff to ensure that the ongoing operational execution meets the needs and standards as set between the City and FCC. To ensure the City's satisfaction, FCC will be maintaining regular communication and meetings with City staff, to find and implement improvements to the collection plan that has been designed for the City of Port Orange.

Transition and Implementation Plan	Effective Date	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21
Contract Execution	X						
Facility's Preparation	X	X					
Order Trucks		X					
Order Containers		X					
Order Carts		X					
Personnel			X	X	X	X	
Customer Communications	X	X	X	X	X	X	
Routing			X	X	X	X	
Software for Reporting				X	X	X	
Receive Trucks					X	X	
Delivery of Containers				X	X	X	
Delivery of Carts					X	X	
Finalize Safety Training						X	
Commencement of Service							X

The overall transition plan execution was provided in section 3.4. Included below is the transition schedule as identified in the paragraphs above, created by FCC to properly transition services within the City of Port Orange.

FUNCTIONAL AREA	TASK/COMMENTS	TIMELINE PRIOR TO COMMENCEMENT
EQUIPMENT		
Chassis manufacturer selection and order	Provide selected chassis manufacturer with necessary truck specifications and place order	Immediately upon contract award
Body manufacturer selection and order	Provide selected body manufacturer with compaction body specifications and place order	Immediately upon contract award
Tracking technology	Provide AWTI 3rd Eye with truck specifications and order all equipment	Immediately upon contract award
Order Placement Documentation	Provide documentation demonstrating that all necessary new Collection Vehicles and equipment have been ordered	Within sixty (60) days of the effective date
Interim follow up	Confirm on time production of all equipment.	Starting 6 weeks after order placement and continuing weekly through delivery of all assets.
Accepting Delivery	Visually confirm arrival of equipment at local vendor for each asset.	Starting upon arrival of 1st asset and continued weekly through delivery of all assets.
Manufacturer PDI	Submit equipment to Post Delivery Inspection at local authorized dealer of all necessary new Chassis and Body manufacturers by their technicians	Starting upon arrival of first asset, continuing through arrival of last asset.
Asset Inventory List	FCC will develop and maintain an asset list to be delivered to City of Port Orange designated personnel	Prior to November 1, 2021.
Onsite preparation	Prepare "Birth Certificate" for new assets, conduct internal PDI, register and insure each asset.	Starting upon arrival of first asset, continuing through arrival of last asset.
PERSONNEL		
Initial Recruitment Steps	Begin recruitment advertising in print online media. Plan and schedule Job Fairs.	Immediately after contract award
Hiring Process	Accept applications, conduct interviews & skills tests, and conduct background checks.	Immediately after contract award
Confirm All New Hires	On boarding, orientation, training, order uniforms and all safety gear to include all industry standard PPE.	2 Months prior to commencement

FUNCTIONAL AREA	TASK/COMMENTS	TIMELINE PRIOR TO COMMENCEMENT
Safety Training	Ongoing safety training is mandatory for all drivers and crew members	Upon initial hire through commencement
Verify All Employees in Place	Drivers, office, customer service, billing, accounting, safety, supervisory, etc.	By October 22, 2021
CONTAINERS-Commercial and Roll-Off		
Mailers	Communicate with Commercial customers	Immediately after contract award
Commercial Customer on-boarding	Work with Commercial customers providing pricing and contractual paperwork for collection services provided by FCC	After contract award Through contract execution
Container distribution	Coordinate with incumbent to deliver new containers.	9 weeks prior to commencement through contract execution
FACILITIES		
FCC Facility	Make upgrades to FCC's existing Volusia County Facility to accommodate trucks servicing City of Port Orange located at 3143 W International Speedway Blvd, Daytona Beach, FL	Immediately after contract award.
FCC Facility	Confirm in writing to City, that FCC a staging area in place if needed	12 weeks prior to commencement date
FCC Facility	Inspection by City Staff of FCC's facility, operational office, staging area and maintenance facility.	Prior to October 1, 2021
ROUTES		
Confirm back door service accounts.	Receive handicap side door service addresses from the City, and add to driver's route sheets	No later than October 1, 2021
Maps	Final route maps	Prior to October 1, 2021
Supervision	Primary & alternate supervisor(s) to have full knowledge of all City operations	8 weeks prior to commencement date
Dry Runs	Run routes repeatedly to check for safety, efficiency, and service optimization	8 weeks prior to commencement date
Route Training	Train drivers on how to effectively navigate through their assigned route	6 weeks prior to commencement date
Route inspection	All FCC drivers have inspected the routes and confirmed the ability to complete them	By October 15, 2022
SOFTWARE		
Set up Microsoft Dynamics for Operations and Fleet Maintenance	Set up databases, and customize dashboards to provide reporting required by the City.	12 weeks prior to commencement date
Set up 3rd Eye Portal with Drivers and Vehicles	Set up Port Orange Portal, ensuring all users have access, and drivers/ vehicles are assigned	10 weeks prior to commencement date

FUNCTIONAL AREA	TASK/COMMENTS	TIMELINE PRIOR TO COMMENCEMENT
Verify all trucks are registering GPS and PSV	Verify trucks appear in the portal and register positive service events	Prior to October 15, 2021
Train staff on Microsoft Dynamics	Train customer service, and mechanics to print route sheets, add customer notes, dispatch drivers, track shop inventory and populate truck work orders	4 weeks prior to commencement date
REPORTS		
Set up reporting requirements	Meet with the City officials to determine required format of ad-hoc, monthly and yearly reports	8 weeks prior to commencement date
Develop Required Reports	Develop all required reports through Enterprise Waste Management System, and ensure they are provided in correct format	7 weeks prior to commencement date
Provide City with samples of all required reports	Provide draft reports samples to City staff for approval	6 weeks prior to commencement date
CUSTOMER COMMUNICATIONS		
Message content	Coordinate with City to approve message content to be used with each medium and which mediums to be used. (i.e. In water bill mail versus post card).	12 weeks prior to commencement
Online video	Produce informational introductory video to be posted online via common outlets such as YouTube.	8 weeks prior to commencement
City Notification	Communicate with City Staff that all flyers have been mailed to all customers.	By October 22, 2021
OTHERS		
Transition Plan	Provide the City with a written Transition Plan to the Project Manager	15 days following the Notice to Proceed
Safety Plan	Cover all aspects of FCC's operations	Within sixty (60) days of the effective date
Contingency and Disaster Plan	Provide the City with a written Contingency and Disaster Plan	Within sixty (60) days of the effective date

TAB 5. BUSINESS LICENSES/SUNBIZ

1/7/2021 Detail by Entity Name

DIVISION OF CORPORATIONS

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Foreign Profit Corporation
FOMENTO DE CONSTRUCCIONES Y CONTRATAS, INC.

Filing Information

Document Number	F14000005352
FEI/EIN Number	98-1103589
Date Filed	12/18/2014
State	OC
Status	ACTIVE

Principal Address

9172 Ley Road
Houston, TX 77078

Changed: 01/16/2020

Mailing Address

10077 GROGANS MILL ROAD,
SUITE 466F
THE WOODLANDS, TX 77380

Changed: 04/26/2018

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Officer/Director Detail

Name & Address

Title CHRM

ALCOCER KOPLOWITZ, ESTHER
AV CAMINO DE SANTIAGO 40
MADRID 28040 ES

Title Director

Samede Inversiones 2010, SLU
AV CAMINO DE SANTIAGO 40
MADRID 28040 ES

search.sunbiz.org/Inquiry/CorporationSearch/SearchResultDetail?inquirytype=EntityName&directionType=Initial&searchNameOrder=FOMENTODEC... 1/4

Title Director

EAC Inversiones Corporativas SL
AV CAMINO DE SANTIAGO 40
MADRID 28040 ES

Title Director

Dominium Direccion y Gestion, SA
AV CAMINO DE SANTIAGO 40
MADRID 28040 ES

Title Director

Inmobiliaria AEG, SA de CV
AV CAMINO DE SANTIAGO 40
MADRID 28040 ES

Title Director

Rodriguez Torres, JUAN
AV CAMINO DE SANTIAGO 40
MADRID 28010 ES

Title Director

Aboumrad González, aLEJANDRO
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MADRID 28040 ES

Title Director

Kuri Kaufmann, GERARDO
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MADRID 28040 ES

Title Director

Gil Madrigal, Manuel
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MADRID 28010 ES

Title Director

Proglio, Henri
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MADRID 28040 ES

Title Director

Vazquez de Lapuerta, Alvaro

AV CAMINO DE SANTIAGO 40
MADRID 28040 ES

Title AUTHORIZED REPRESENTATIVE

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Title AUTHORIZED REPRESENTATIVE

CARRASCO, SANTIAGO
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Title Secretary

Vicent Chulia, Francisco
Av Camino de Santiago 40
Madrid 28040 ES

Title Asst. Secretary

Bernabe Garcia Perez, Felipe
Av Camino de Santiago 40
Madrid 28040 ES

Title Director

Jarque Uribe, Carlos Manuel
Av Camino de Santiago 40
Madrid 28040 ES

Title Director

Gomez Garcia, Antonio
Av Camino de Santiago
Madrid, Madrid 28040 ES

Title CEO

COLIIO ABRIL, PABLO
AV CAMINO DE SANTIAGO 40
MADRID, SPAIN 28040 ES

Title Director

SALEM SLIM, ALFONSO
AV CAMINO DE SANTIAGO 40
MADRID, SPAIN 28040 ES

Annual Reports

Report Year	Filed Date
2018	01/12/2018
2019	02/11/2019
2020	01/16/2020

Document Images

01/16/2020 -- ANNUAL REPORT	View image in PDF format
02/11/2019 -- ANNUAL REPORT	View image in PDF format
01/12/2018 -- ANNUAL REPORT	View image in PDF format
05/02/2017 -- AMENDED ANNUAL REPORT	View image in PDF format
04/28/2017 -- ANNUAL REPORT	View image in PDF format
04/11/2016 -- ANNUAL REPORT	View image in PDF format
02/20/2015 -- ANNUAL REPORT	View image in PDF format
12/18/2014 -- Foreign Profit	View image in PDF format

Florida Department of State, Division of Corporations

State of Florida
Department of State

I certify from the records of this office that FOMENTO DE CONSTRUCCIONES Y CONTRATAS, INC. is an out of the country corporation authorized to transact business in the State of Florida, qualified on December 18, 2014.

The document number of this corporation is F14000005352.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on January 8, 2021, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Eighth day of January, 2021

Secretary of State

Tracking Number: 6470177479CC

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

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

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 Treasury and Billing - 125 W New York Ave, Room 120, Deland, FL 32724 - (386) 943-7085

Volusia County
FLORIDA

Account #: 202002240004 Expires: September 30, 2021
Business Location: 3143 INTL SPEEDWAY BLVD

Business Name: FCC ENVIRONMENTAL SERVICES FLORIDA, LLC
Owner Name: CHARLES MERKLEY
Mailing Address 6760 MUSKOGEE ST
ORLANDO, FL 32807

BUSINESS TYPE	REQ DOC #	CODE	COUNT	TAX
Business Service		471	40	$150.00

- 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 Treasury and Billing 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

Treasury and Billing - 125 W New York Ave, Room 120, Deland, FL 32724 - (386) 943-7085

DATE PAID:	01/12/2021
RECEIPT #:	427111
TOTAL TAX:	$150.00
PENALTY:	$37.50
TOTAL PAID:	$187.50

Business Name: FCC ENVIRONMENTAL SERVICES FLORIDA, LLC
Owner Name: CHARLES MERKLEY
Mailing Address 6760 MUSKOGEE ST
ORLANDO, FL 32807

Account #: 202002240004 Expires: September 30, 2021
Business Location: 3143 INTL SPEEDWAY BLVD

86,228

TAB 6. FINANCIAL STABILITY, LITIGATION AND DEBARMENT HISTORY

6.1 Financial Stability

FCC is a sound company from the financial standpoint as can be determined from the Audited Financial Statements. Net Equity as of Dec 31, 2019 was $2.7 Billion, an increase of $500 million from previous year due mainly to profits in fiscal 2019.

It is publicly traded on the European stock exchange, and the main shareholders as of the last Annual Report are (largest to smallest) the Carso Group, Bill Gates and the founding Koplowitz family.

FCC holds various financial instruments, including banking borrowings for $1.4B and other instruments for an additional $3.5B. Total net interest-bearing debt amounted to $4 Billion.

As of the last Audited Financial Statements (December 31, 2019) the Group had an availability of $1.3 Billion, classified as Cash and Equivalents. Of those, 13% or $180 Million were held in cash and short-term bank deposits in US Dollars, while the remaining amount was held mostly in Euros (58%) and Pound Sterling (11%). These funds would be available to procure all needed equipment and resources to provide the services requested in this contract.

FCC ended 2019 with 385 Million Dollars (in net after-tax income, an increase of over 20% from previous year that consolidates and expands the growth in profitability of the last several years, as a result of various operational and financial measures. Total consolidated revenues for the year amounted to $7.12 billion.

EBITDA increased by 19% in the year 2019, exceeding 1.16 Billion Dollars. The consolidated EBITDA margin also increased to 16.3% (from 14.4% in the previous year).

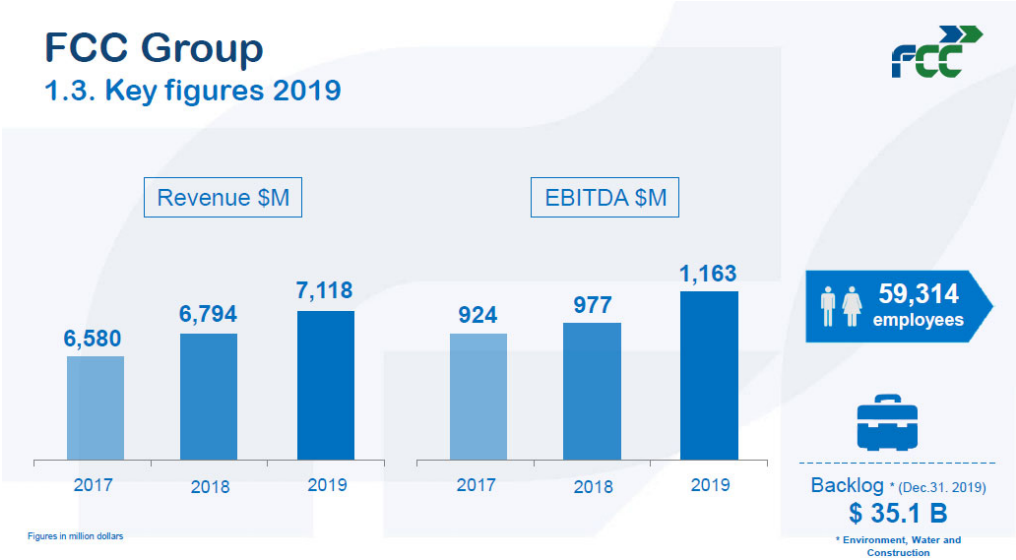
The Environmental Services and End-to-End Water Management areas represented 76% of Group EBITDA in 2019, while infrastructure construction, building and other lesser activities accounted for the other 24%.

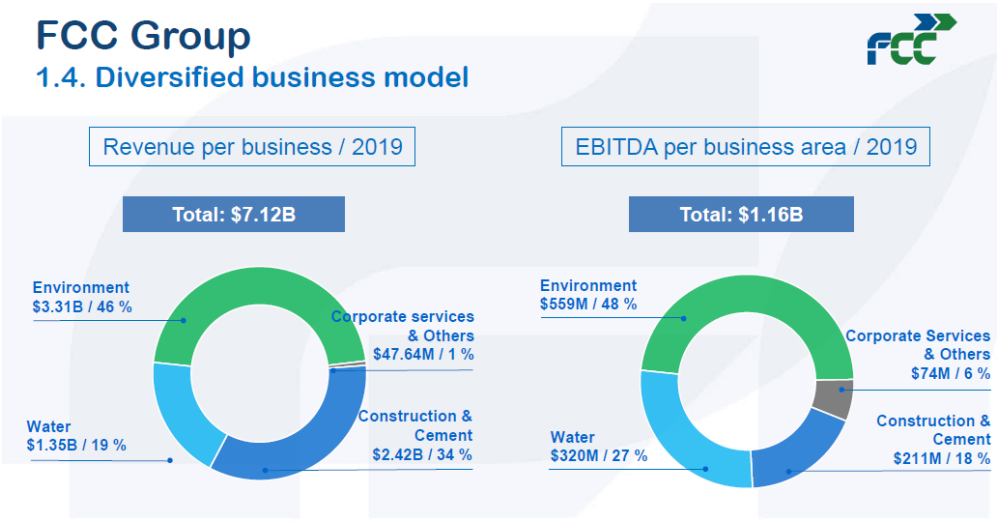
EBIT amounted to $563M, a 5.3% increase over previous year despite a $150M increase on Depreciation and Amortizations expenses from higher capital expenditures, particularly in the Environmental Services area.

For additional information, including analysis on how future operations may be impacted, please refer to the attached Annual Reports.

FCC has never filed for bankruptcy during its 120 years of municipal service.

DECEMBER 2019 FCC SNAPSHOT





Due to the large size of the files, we have provided the full Audited Financial Statements with accompanying notes and report for the last three years on three different electronic files attached to the proposal. We are also including the last published Quarterly Report, Q3 of 2020.

As a Publicly Traded Company, all information contained in those reports and statements is publicly available at https://www.fcc.es/en and is non-confidential.

6.2 Litigations and Debarment History

As mentioned in the sections above, FCC is proud of the level of success and the quality of service it has provides in the municipalities it services. Thanks to this success, FCC has not had any litigations ruled against it in the past 5 years. Additionally, there have not been any debarment actions against FCC, and no contract has been terminated in default or by convenience by any government agency.

As a transparent company, FCC will continue to inform the City of Port Orange of any claims filed against FCC.

TAB 7. PROPOSAL COST

"ATTACHMENT 1" SCHEDULE OF UNIT PRICING PROPOSAL FORM CITY OF PORT ORANGE RFP 21-01				
Solid Waste Collection Services				
Completed "Attachment 1" Schedule of Unit Pricing Bid form MUST be included with Request For Proposal 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:	FOMENTO DE CONSTRUCCIONES Y CONTRATAS, INC. D.B.A. FCC, SA			
CONTACT PERSON:	DAN BRAZIL			
EMAIL ADDRESS:	dan.brazil@fccenvironmental.com			
AUTHORIZED SIGNATURE:	INIGO SANZ - MANAGING DIRECTOR FOR THE AMERICAS			

ITEM	DESCRIPTION - PART A	Quantity of Customers	Monthly Cost Per Customer	EXTENDED AMOUNT
1	Residential Hand Pick-Up, Twice Per Week, Includes Bulk Pick-Up and Once Per Week Yard Waste Collection	24,195	$ 11.85	$286,711
2	Residential Curbside Recycling, One Time Per Week	24,195	$ 3.33	$80,569
3	Commercial Hand Pick-Up Twice Per Week, Includes Bulk Pick-Up and Once Per Week Yard Waste Collection	301	$ 32.95	$9,918
			TOTAL BASE BID (Part A):	$377,198

"ATTACHMENT 1" SCHEDULE OF UNIT PRICING
PROPOSAL FORM
CITY OF PORT ORANGE
RFP 21-01
Solid Waste Collection Services

Completed "Attachment 1" Schedule of Unit Pricing Bid form MUST be included with Request For Proposal 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:	FOMENTO DE CONSTRUCCIONES Y CONTRATAS, INC. D.B.A. FCC, SA
CONTACT PERSON:	DAN BRAZIL
EMAIL ADDRESS:	dan.brazil@fccenvironmental.com
AUTHORIZED SIGNATURE:	INIGO SANZ - MANAGING DIRECTOR FOR THE AMERICAS

ITEM	DESCRIPTION - PART B	Quantity of Customers	Monthly Cost per Customer	EXTENDED AMOUNT
1	2 yd dumpster 1x per week	97	$ 46.87	$4,547
2	2 yd dumpster 2x per week	34	$ 93.74	$3,187
3	2 yd dumpster 3x per week	11	$ 140.62	$1,547
4	2 yd dumpster 4x per week	0	$ 187.49	$0
5	2 yd dumpster 5x per week	0	$ 234.36	$0
6	2 yd dumpster 6x per week	1	$ 281.23	$281
7	2 yd dumpster 7x per week	0	$ 328.10	$0
8	4 yd dumpster 1x per week	80	$ 93.74	$7,500
9	4 yd dumpster 2x per week	45	$ 187.49	$8,437
10	4 yd dumpster 3x per week	23	$ 281.23	$6,468
11	4 yd dumpster 4x per week	7	$ 374.98	$2,625
12	4 yd dumpster 5x per week	2	$ 468.72	$937
13	4 yd dumpster 6x per week	2	$ 562.46	$1,125
14	4 yd dumpster 7x per week	1	$ 656.21	$656
15	6 yd dumpster 1x per week	25	$ 140.62	$3,515
16	6 yd dumpster 2x per week	39	$ 281.23	$10,968

17	6 yd dumpster 3x per week	36	$ 421.85	$15,187
18	6 yd dumpster 4x per week	2	$ 562.46	$1,125
19	6 yd dumpster 5x per week	2	$ 703.08	$1,406
20	6 yd dumpster 6x per week	1	$ 843.70	$844
21	6 yd dumpster 7x per week	0	$ 984.31	$0
22	8 yd dumpster 1x per week	15	$ 187.49	$2,812
23	8 yd dumpster 2x per week	52	$ 374.98	$19,499
24	8 yd dumpster 3x per week	28	$ 562.46	$15,749
25	8 yd dumpster 4x per week	12	$ 749.95	$8,999
26	8 yd dumpster 5x per week	2	$ 937.44	$1,875
27	8 yd dumpster 6x per week	2	$ 1,124.93	$2,250
28	8 yd dumpster 7x per week	1	$ 1,312.42	$1,312
			TOTAL BASE BID (Part B):	$122,852
	DESCRIPTION - PART B	Unit Cost		
1	extra pick up 2 yd dumpster	$ 13.00		
2	extra pick up 4 yd dumpster	$ 26.00		
3	extra pick up 6 yd dumpster	$ 39.00		
4	extra pick up 8 yd dumpster	$ 52.00		
5	flat rate pick up, cu yd	$ 6.50		

"ATTACHMENT 1" SCHEDULE OF UNIT PRICING
PROPOSAL FORM
CITY OF PORT ORANGE
RFP 21-01

Solid Waste Collection Services

Completed "Attachment 1" Schedule of Unit Pricing Bid form MUST be included with Request For Proposal 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:	FOMENTO DE CONSTRUCCIONES Y CONTRATAS, INC. D.B.A. FCC, SA
CONTACT PERSON:	DAN BRAZIL
EMAIL ADDRESS:	dan.brazil@fccenvironmental.com
AUTHORIZED SIGNATURE:	INIGO SANZ - MANAGING DIRECTOR FOR THE AMERICAS

ITEM	DESCRIPTION - PART A Alternate 1 - Once Per Week - Customer Provided Container	Quantity of Customers	Monthly Cost Per Customer	EXTENDED AMOUNT
1	Residential Hand Pick-Up, Once Per Week, Includes Bulk Pick-Up and Once Per Week Yard Waste Collection	24,195	$ 9.10	$220,175
2	Residential Curbside Recycling, One Time Per Week	24,195	$ 3.33	$80,569
3	Commercial Hand Pick-Up Once Per Week, Includes Bulk Pick-Up and Once Per Week Yard Waste Collection	301	$ 32.95	$9,918
			TOTAL BASE BID (Part A, Alt 1):	$310,662

"ATTACHMENT 1" SCHEDULE OF UNIT PRICING
PROPOSAL FORM
CITY OF PORT ORANGE
RFP 21-01

Solid Waste Collection Services

Completed "Attachment 1" Schedule of Unit Pricing Bid form MUST be included with Request For Proposal 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:	FOMENTO DE CONSTRUCCIONES Y CONTRATAS, INC. D.B.A. FCC, SA
CONTACT PERSON:	DAN BRAZIL
EMAIL ADDRESS:	dan.brazil@fccenvironmental.com
AUTHORIZED SIGNATURE:	INIGO SANZ - MANAGING DIRECTOR FOR THE AMERICAS

ITEM	DESCRIPTION - PART A Alternate 2 - Once Per Week - Vendor Provided Container	Quantity of Customers	Monthly Cost Per Customer	EXTENDED AMOUNT
1	Residential Hand Pick-Up, Once Per Week, Includes Bulk Pick-Up and Once Per Week Yard Waste Collection	24,195	$ 9.37	$226,707
2	Residential Curbside Recycling, One Time Per Week	24,195	$ 3.33	$80,569
3	Commercial Hand Pick-Up Once Per Week, Includes Bulk Pick-Up and Once Per Week Yard Waste Collection	301	$ 32.95	$9,918
			TOTAL BASE BID (Part A, Alt 2):	$317,194

TAB 8. CORPORATE OVERVIEW & REFERENCES

FCC in the U.S.

FCC's US based environmental services is headquartered in Houston, TX and has been present in the US since 2008.

Houston TX –Biosolids

FCC has many contracts in the US, one of which is a 5 year contract with the City of Houston, TX for Municipal Waste. This contract has been renewed with a value of $35.7 M, including 13 trucks, 40 end dump trailers, 4 vacuum tanker trailers, and roll-off boxes. FCC provides transportation and disposal of the waste generated in the water treatment plants.

Rowlett TX - MSW

For the City of Rowlett, TX FCC provides collection services for over 19,000 homes as well as over 500 local commercial customers consisting of frontload and roll off collection. We began this contract in October of 2017 and since then we have provided superior service and have become involved in the community by participating in all locally sponsored cleanup events as well as members of the local Chamber of Commerce. Since the beginning of the contract, **FCC has never received liquidated damages**. The General Manager (Jeff Morley) was directly involved with the start-up process and continues to manage the services provided to the residents of the City of Rowlett. This contract is ongoing and expected to be completed in 2024.

Dallas TX - MRF

FCC is currently providing service for the City of Dallas, TX for a 15 year, plus 10 year extension, contract for the design, build, and operation of a Single Stream Recycling facility. The design and build portions of the service were completed in November of 2016 and processing began on January 2nd, 2017. FCC operates the facility, and processes all single stream recyclable material from the City of Dallas and surrounding areas over the next 25 years.

FCC's Dallas MRF was recognized as the most advanced and modern Materials Recycling Facility in the United States for 2017 by recycling experts and by the City of Dallas' audit team. In addition to processing the recyclable materials for the City of Dallas, we provide services for the City of University Park, TX, the City of Garland, TX, Garland ISD, TX, City of Mesquite, TX, the City of Rowlett, TX and the City of Lewisville, TX, where we process all of their single stream recyclable materials. We look to add many additional customers, both municipal and commercial, in the Dallas Metroplex area in the coming year.

Houston TX - MRF

FCC also has designed, built and currently operates its second MRF in the US in the City of Houston, TX. Out of this MRF we provide recycling services for more than 390,000 homes subscribed to the curbside collection by the City of Houston, TX. It was built in a 120,000 sq. ft. building and has been designed to process 145,000 tons of recyclables a year. With the latest technology in the industry we are able to recover the small boxes of cardboard coming from the "Amazon Effect" and is able to automatically sort the plastic backs out of the flow stream. We currently provide services to the City of Houston, TX, the City of La Porte, TX, the City of Huntsville, TX and some other local waste collection companies. **FCC's Houston MRF was recently recognized as the most advanced and modern Materials Recycling Facility in the United States for 2020** by recycling experts of the National Waste and Recycling Association.

In both of our MRFs we do accept glass as part of the Material Recycling Program. Our material is sold locally in the U.S. and we are proud to say that some of our material final product has been recognized to be one of the best in the State of Texas.

Orange County FL - MSW

Since January 2016, FCC has provided collection of solid waste and recyclables on a 10 year contract for Orange County, FL. Collection services provided to 87,000 residential households include solid waste, recycling, yard waste, and bulky waste. We operate 31 automated side loaders, 15 rear loaders, and 2 clamshells, all running on **CNG fuel**.

For this contract, Orange County transitioned from twice per week Solid Waste, rear load, hand pick curbside collection service and once per week recycling in 18G bins to once per week Solid Waste with 95G carts and fully automated side load service and once per week recycling in 95G carts with fully automated side load service.

To help communicate the service changes to all residents, FCC distributed door hangers twice prior to the start of the contract. FCC's Area Manager (Charles Merkley) and General Manager (Gene Carroll) were directly involved with the start-up process and continue to directly manage in the services provided to the residents of Orange County. This contract is ongoing and expected to be completed in 2025.

Polk County FL - MSW

Since October of 2017, FCC began providing Refuse, Recycling, Yard and Bulk waste services to 76,000 homes in Polk County. Service is provided with 22 automated side loaders, 13 twenty five CY rear loaders, 2 eight CY rear loaders, and 2 clamshells trucks. For this contract, Polk County transitioned from recycling in 18G bins, to 65G carts serviced with automated trucks. In addition to the residential contract, on September of 2019 FCC started servicing 105 commercial dumpsters, plus open top roll-offs and compactors for the county. FCC's Area Manager (Charles Merkley) was directly involved with the start-up process and continues to be directly involved in the services provided to the residents of Polk County with the General Manager (Joshua Witsman). This contract is ongoing and expected to be completed in 2024.

Volusia County FL - MSW

Since April 2020 FCC has provided the collection of solid waste, dual stream recyclable materials and yard waste for over 45,000 single family homes in Volusia County FL. All our trucks (20 double axle REL, 6 single axle REL, 8 split body ASL, and 2 clamshells) all running on **CNG fuel.** In conjunction with the residential curbside collections, FCC provides source separated recyclables for Volusia County facilities utilizing either 96 gal carts, mechanical front load dumpster and enclosed roll off containers.

FCC's Director of Collection Services and Area Manager were directly involved with the start-up process and continue to be directly involved in the services provided to the residents of Volusia County. The Volusia County project has been managed by the Director of Collection Services (Dan Brazil), Florida Area Manager (Charles Merkley), and the General Manager.

Services began April 1st of last year during the COVID-19 pandemic and due to proactive company policies and safety procedures we successfully started this contract on time with all equipment received and full staffing contributing to a seamless service transition. This contract is ongoing and expected to be completed in 2027. **FCC has never received liquidated damages.**

On December 2020, FCC was also awarded an additional contract to service over 95 front load mechanical connection & roll of containers at Volusia County Facilities. This contract will start on March 1, 2021.

Palm Beach County FL - MSW

Starting in October 2019, the Solid Waste Authority of Palm Beach County (SWA) selected FCC as one of its vendors to provide collection services. FCC is the largest provider, servicing 111,000 single family homes as well as over 1,800 local commercial customers consisting of frontload and roll off collections. FCC's Director of Collection Services and Area Manager were directly involved in the start-up and continual collection for Palm Beach. The Palm Beach project has been managed by the Director of Collection Services (Dan Brazil), the Florida Area Manager (Charles Merkley) and the General Manager (Joe Sandora). This contract is ongoing and expected to be completed in 2026.

FCC has been the only contracted hauler (out of 4) to not receive any liquidated damages since the start of the contract.

Omaha NE - MSW

In November 30, 2020 FCC started a 10 year contract for the collection of solid waste, recycling material and yard waste for the City of Omaha. **Under this contract, FCC is servicing more than 150,000 residential homes.** Additionally, FCC is operating several drop-off sites within the City.

Edgewood FL – MSW

The City of Edgewood, FL has recently awarded FCC a 5 year contract for the collection of solid waste, recycling material and yard waste to begin January 1st, 2021. **Under this contract, FCC will service more than 800 residential homes as well as over 100 local commercial customers.**

REFERENCE #1		
Name of Reference:	Volusia County Solid Waste Division	
Reference's Address:	1990 Tomoka Farms Rd, Port Orange, FL 32128	
Principle Contact Person For the Reference:	Regina Montgomery	
Phone Number for Contact Person:	(386) 943-7889	
Email Address for Contact Person:	RMontgomery@volusia.org	
Date Contract Started:	1-Apr-20	
Date Contract was/is expected to be Completed:	30-Sep-27	
Annual Contract Amount:	$11,000,000	
SERVICES PROVIDED		
TYPE OF COLLECTION SERVICE	**UNITS SERVICED**	**FREQUENCY**
Curbside Garbage	45,173	1x per week
Curbside Recyclables (DUAL Stream)	45,173	1x per week
Curbside Bulk Waste	45,173	1x per week
Curbside Yard Waste	45,173	1x per week

REFERENCE # 2		
Name of Reference:	Orange County Solid Waste Division	
Reference's Address:	5901 Young Pine Rd, Orlando, FL 32829	
Principle Contact Person For the Reference:	Allan Cole	
Phone Number for Contact Person:	(407) 836-6601	
Email Address for Contact Person:	Allan.cole@ocfl.net	
Date Contract Started:	1-Jan-16	
Date Contract was/is expected to be Completed	31-Dec-25	
Annual Contract Amount:	$11,000,000	
SERVICES PROVIDED		
TYPE OF COLLECTION SERVICE	**UNITS SERVICED**	**FREQUENCY**
Curbside Garbage	87,649	1x per week
Curbside Recyclables (SINGLE Stream)	87,649	1x per week
Curbside Bulk Waste	87,649	1x per week
Curbside Yard Waste	87,649	1x per week

REFERENCE # 3		
Name of Reference:	Solid Waste Authority of Palm Beach County	
Reference's Address:	5920 N Jog Rd, West Palm Beach, FL 33412	
Principle Contact Person For the Reference:	John Archambo	
Phone Number for Contact Person:	(561)315-2010	
Email Address for Contact Person:	jarchambo@swa.org	
Date Contract Started:	1-Oct-19	
Date Contract was/is expected to be Completed:	30-Sep-26	
Annual Contract Amount:	$27,000,000	
SERVICES PROVIDED		
TYPE OF COLLECTION SERVICE	**UNITS SERVICED**	**FREQUENCY**
Curbside Garbage	111,523	2x per week
Curbside Recyclables (DUAL Stream)	111,523	1x per week
Curbside Bulk Waste	111,523	1x per week
Curbside Yard Waste	111,523	1x per week
Commercial Customers	1,800	Variable

REFERENCE # 4		
Name of Reference:	CITY OF ROWLETT PUBLIC WORKS DEPARTMENT	
Reference's Address:	4000 Main Street, Rowlett, TX 75088	
Principle Contact Person For the Reference:	Gary Enna	
Phone Number for Contact Person:	(972) 412-6287	
Email Address for Contact Person:	genna@rowletttx.gov	
Date Contract Started:	1-Oct-17	
Date Contract was/is expected to be Completed:	30-Sep-24	
Annual Contract Amount:	$6,500,000	
SERVICES PROVIDED		
TYPE OF COLLECTION SERVICE	**UNITS SERVICED**	**FREQUENCY**
Curbside Garbage	19,570	1x per week
Curbside Recyclables (SINGLE Stream)	19,570	1x per week
Curbside Bulk Waste	19,570	1x per week
Curbside Yard Waste	19,570	1x per week
Commercial Customers	500	Variable

REFERENCE #5		
Name of Reference:	City of Madrid (Spain)	
Reference's Address:	1 Montalban St, Madrid, Spain 28014	
Principle Contact Person For the Reference:	Jose Rodriguez Fuertes	
Phone Number for Contact Person:	(+34) (914)-803-058	
Email Address for Contact Person:	rodriguezfjo@madrid.es	
Date Contract Started:	1-Nov-16	
Date Contract was/is expected to be Completed:	31-Oct-20	
Annual Contract Amount:	$63,000,000	
SERVICES PROVIDED		
TYPE OF COLLECTION SERVICE	**UNITS SERVICED**	**FREQUENCY**
Curbside Garbage with Carts	36,050	7x Per Week
Curbside Recyclables with Carts	36,050	3x Per Week
Curbside Bulky Waste	721,018	On Call
Garbage in Mechanical Containers (Multi-Family)	684,968	7x Per Week
Recyclables for Multi-Family Dwellings	684,968	3x Per Week

SECTION 9 – REQUIRED FORMS

FORM 9.1 – PROPOSAL SUBMITTAL CHECKLIST

__X__ Form 9.2 – Proposer's Acknowledgement

__X__ Form 9.3 – Addendum and Change Order Procedure Acknowledgement

__X__ Form 9.4 – Drug Free Preference Statement

__X__ Form 9.5 – Public Entity Crimes Statement

__X__ Form 9.6 – Affidavit of Anti-Collusion

__X__ Form 9.7– Statement of Qualifications

__X__ Form 9.8 – Professional References for Previous Experience

__X__ Form 9.9 – Local Business Affidavit of Eligibility

__X__ Bid Bond

__X__ Copy of License (Contractor, Sunbiz, etc.)

__X__ Submission of one (1) original marked "ORIGINAL" and one (1) digital (CD or Flash drive) version in PDF format.

BY: **FOMENTO DE CONSTRUCCIONES Y CONTRATAS, INC. dba FCC, SA**

Name of Business

Authorized Signature

01/20/2021

Date

This document must be completed and returned with your Submittal

FORM 9.2 – PROPOSER'S ACKNOWLEDGEMENT FORM

I have carefully examined the Request for Proposals (RFP), Instructions to Proposers, 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 Request for Statement of Qualifications at the prices or rates as finally negotiated. I agree that my Proposal 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 Proposal. Furthermore, I agree to Proposal by all conditions of the Request for Proposals.

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

I further certify that this Proposal is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Proposal for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Proposer interested in said RFP; and that the undersigned executed this Proposer'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 RFP.

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 Proposal non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE PROPOSAL IS SUBMITTED:

Please check one: **X** NO exceptions. Exceptions (list below; add additional pages if necessary):

_____

_____

FOMENTO DE CONSTRUCCIONES Y CONTRATAS, INC dba FCC, SA	**9172 LEY ROAD**
NAME OF BUSINESS	MAILING ADDRESS
AUTHORIZED SIGNATURE	**HOUSTON, TX 77078**
	CITY, STATE & ZIP CODE
INIGO SANZ, MANAGING DIRECTOR FOR THE AMERICAS	**(281) 468-2259 / (832) 442 - 3636**
NAME, TITLE, TYPED	TELEPHO NE NUMBER / FAX NUMBER
98-1103589	**inigo.sanz@fccenvironmental.com**
FEDERAL IDENTIFICATION #	E-MAIL ADDRESS

STATE OF Texas COUNTY OF Montgomery

The foregoing instrument was acknowledged before me this day of 20th January, 20 21 by Inigo Sanz, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:

November 12, 2024

Maria F Naumann

Notary Public

MARIA FERNANDA NAUMANN
My Notary ID # 126699849
Expires November 12, 2024

This document must be completed and returned with your Submittal

FORM 9.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Request for Proposals (RFP), Instructions to Proposers, General and/ or Special Conditions, Specifications, and any other documents accompanying or made a part of this Request for Statement of Qualifications.

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 Proposal form.

Addendum # 1 Date: 12/29/2020 Addendum # 2 Date: 1/05/2021

Addendum # 3 Date: 1/20/2021 Addendum # 4 Date: 1/21/2021

Addendum # 5 Date: 1/21/2021

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:

****

FOMENTO DE CONSTRUCCIONES Y CONTRATAS, INC dba FCC, SA
Name of Business

By: _____

Printed Name: Inigo Sanz

Title: Managing Director for the Americas

STATE OF Texas
COUNTY OF Montgomery

Sworn to (or affirmed) and subscribed before me this 21st day of January, 2021, by Inigo Sanz (NAME), as Managing Director for the Americas (TITLE) of Fomento de Construcciones y Contratas Inc (NAME OF ORGANIZATION) and who:

[Notary: Please select one]

(is personally known to me) or

has produced _____ as identification.

MARIA FERNANDA NAUMANN
My Notary ID # 126699848
Expires November 12, 2024

Maria F Naumann
Notary Public, State of Texas

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 9.4 – DRUG-FREE PREFERENCE STATEMENT

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 take n 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 Proposal 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 Proposal, 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 soconvicted.

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.

FOMENTO DE CONSTRUCCIONES Y CONTRATAS, INC dba FCC,SA
Name of Business

By: _____
Printed Name: Inigo Sanz
Title: Managing Director for the Americas

STATE OF Texas
COUNTY OF Montgomery

Sworn to (or affirmed) and subscribed before me this 20th day of January, 2021 by Inigo Sanz (NAME), as Managing Director for the Americas (TITLE) of Fomento de Construcciones y Contratas SA Inc (NAME OF ORGANIZATION) and who:

[*Notary: Please select one*]

(is personally known to me) or has produced _____ as identification.

Maria F Naumann
Notary Public, State of Texas

Printed, typed or stamped name, commission and expiration:

MARIA FERNANDA NAUMANN
My Notary ID # 126699848
Expires November 12, 2024

This document must be completed and returned with your Submittal

FORM 9.5 – 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 Inigo Sanz, who, being by me first duly sworn, made the following statement:

1. The business address of Fomento de Construcciones y Contratas Inc, dba FCC, SA (name of Offeror or business) is 9172 Ley Rd, Houston, TX 77078.

2. My relationship to Fomento de Construcciones y Contratas Inc, dba FCC, SA (name of Offeror or business) is Managing Director for the Americas (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 Proposer 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.)**

Fomento de Construcciones y Contratas Inc, dba FCC, SA
Name of Business

By: _____
Printed Name: Inigo Sanz
Title: Managing Director for the Americas

STATE OF Texas
COUNTY OF Montgomery

Sworn to (or affirmed) and subscribed before me this 21st day of January, 2021 by Inigo Sanz, as Managing Director for the Americas of Fomento de Construcciones y Contratas and who:

[Notary: Please select one]

(is personally known to me); or

has produced _____ as identification.

Maria F Naumann
Notary Public, State of Texas

Printed, typed or stamped name, commission and expiration:

MARIA FERNANDA NAUMANN
My Notary ID # 126699848
Expires November 12, 2024

This document shall be completed and returned with your Submittal

FORM 9.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT PROPOSAL FORM:

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

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

IT IS AGREED BY THE UNDERSIGNED PROPOSER THAT THE SIGNING AND DELIVERY OF THE PROPOSAL REPRESENTS THE PROPOSER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE PROPOSERS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: Fomento de Construcciones y Contratas, Inc dba FCC, SA

SIGNED BY: _____

(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZEDAGENT)

PRINTED SIGNATURE: Inigo Sanz

TITLE: Managing Director for the Americas

ADDRESS: 9172 Ley Rd

CITY: Houston STATE: Texas ZIP CODE: 77078

TELEPHONE: (281) 468-2259 FAX: (832) 442-3636

COMPLETION TIME: 1/18/2021 11:30 A.M

F.E.I.N. NUMBER: 98-1103589

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

NO PROPOSAL (REASON): N/A

This document must be completed and returned with your Submittal

FORM 9.7 – STATEMENT OF QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 9.7 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 Proposer.
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 Qualifications.

Fomento de Construcciones y Contratas, Inc dba FCC, SA
Name of Business
By: _____
Printed Name: Inigo Sanz
Title: Managing Director for the Americas

STATE OF Texas
COUNTY OF Montgomery

Sworn to (or affirmed) and subscribed before me this 26th day of January, 2021, by Inigo Sanz, as Managing Director for the Americas of Fomento de Construcciones y Contratas Inc and who:

[Notary: Please select one]
is personally known to me or
has produced as identification.

MARIA FERNANDA NAUMANN
My Notary ID # 126699848
Expires November 12, 2024

Maria F Naumann
Notary Public, State of Texas
Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 9.7 – STATEMENT OF QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 9.7 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. Fomento de Construcciones y Contratas, Inc dba FCC, SA
B. 9172 Ley Road, Houston, TX 77087
C. March 3, 1992 as the merge of the two public Corporations Fomento de Obras y Construcciones, S.A. (originally incorporated in 1900) and Construcciones y Contratas, S.A. (originally incorporated in 1944).
D. Spain
E. 29 Years (13 in the U.S.)
F. Listed below are the contracts on hand within the united States:

COUNTRY	CONTRACTING MUNICIPALITY	POPULATION SERVED	CONTRACT START DATE	CONTRACT END DATE
United States	Orange County, Florida (Zone 4)	115,000	January 1, 2016	December 31, 2025
	Orange County, Florida (Zone 5)	125,000	January 1, 2016	December 31, 2025
	Polk County, Florida (West Zone)	225,000	October 1, 2017	September 30, 2024
	City of Rowlett, Texas	62,000	October 1, 2017	September 30, 2024
	Palm Beach County, Florida (Zone 3)	225,000	October 1, 2019	September 30, 2026
	Palm Beach County, Florida (Zone 4)	240,000	October 1, 2019	September 30, 2026
	Polk County, Florida (Commercial)	225,000	September 2, 2019	September 1, 2023
	Volusia County, Florida	135,000	April 1, 2020	September 30, 2027
	Volusia County Facilities, Florida	135,000	March 1, 2021	February 28, 2026
	City of Omaha (Solid Waste), Nebraska	466,000	January 1, 2021	December 31, 2030
	City of Omaha (Drop Offs), Nebraska	466,000	January 1, 2021	December 31, 2025
	City of Edgewood, Florida	2,977	January 1, 2021	December 31, 2025
	City of Dallas, Texas Single-Stream Recycling Facility	1,100,000	January 1, 2017	December 31, 2031
	City of Houston, Texas Single-Stream Recycling	2,200,000	March 11, 2019	March 10, 2034
	City of Houston Biosolids, Texas	2,200,000	September 30, 2019	September 29, 2024
	City of University Park (TX), Recyclable Materials Processing and Marketing	24,000	January 2, 2017	January 1, 2022
	City of Garland (TX), Biosolids and Recyclable Materials Processing and Marketing. Included	220,000	December 1, 2019	April 3, 2021
	City of Mesquite (TX), Recyclable Materials Processing and Marketing	143,500	December 1, 2019	February 28, 2021
	City of Huntsville (TX), Processing and Marketing Recyclable Materials	40,000	November 23, 2019	November 23, 2020
	City of Lewisville (TX), Recyclable Materials Processing and Marketing	143,500	November 1, 2018	October 31, 2027

G. FCC's services include the collection, treatment, and removal of solid waste, cleaning public roads, maintenance of sewage networks, maintenance of green areas, street furniture, industrial waste treatment and removal, and integrated water management.
H. FCC has never failed to complete any work awarded to it.
I. FCC has never defaulted on a contract.

J. Below are the most recent contracts within the United Sates, and the annual cost and completion dates

COUNTRY	CONTRACTING MUNICIPALITY	POPULATION SERVED	CONTRACT START DATE	CONTRACT END DATE	CONTRACT PERIOD	ANNUAL REVENUES
United States	Orange County, Florida (Zone 4)	115,000	January 1, 2016	December 31, 2025	10 years	$5,250,000
	Orange County, Florida (Zone 5)	125,000	January 1, 2016	December 31, 2025	10 years	$5,750,000
	Polk County, Florida (West Zone)	225,000	October 1, 2017	September 30, 2024	7 years	$9,000,000
	City of Rowlett, Texas	62,000	October 1, 2017	September 30, 2024	7 years	$6,500,000
	Palm Beach County, Florida (Zone 3)	225,000	October 1, 2019	September 30, 2026	7 years	$14,000,000
	Palm Beach County, Florida (Zone 4)	240,000	October 1, 2019	September 30, 2026	7 years	$13,000,000
	Polk County, Florida (Commercial)	225,000	September 2, 2019	September 1, 2023	Up to 4 years	$150,000
	Volusia County, Florida	135,000	April 1, 2020	September 30, 2027	7 years	$11,000,000
	Volusia County Facilities, Florida	135,000	March 1, 2021	February 28, 2026	5 Years	$180,000
	City of Omaha (Solid Waste), Nebraska	466,000	January 1, 2021	December 31, 2030	10 years	$23,500,000
	City of Omaha (Drop Offs), Nebraska	466,000	January 1, 2021	December 31, 2025	5 years	$300,000
	City of Edgewood, Florida	2,977	January 1, 2021	December 31, 2025	5 years	$400,000
	City of Dallas, Texas Single-Stream Recycling Facility	1,100,000	January 1, 2017	December 31, 2031	15 years	$10,000,000
	City of Houston, Texas Single-Stream Recycling	2,200,000	March 11, 2019	March 10, 2034	15 years	$12,000,000
	City of Houston Biosolids, Texas	2,200,000	September 30, 2019	September 29, 2024	5 years	$5,700,000
	City of University Park (TX), Recyclable Materials Processing and Marketing	24,000	January 2, 2017	January 1, 2022	5 years	$275,000
	City of Garland (TX), Biosolids and Recyclable Materials Processing and Marketing. Included	220,000	December 1, 2019	April 3, 2021	18 months	$1,500,000
	City of Mesquite (TX), Recyclable Materials Processing and Marketing	143,500	December 1, 2019	February 28, 2021	15 months	$300,000
	City of Huntsville (TX), Processing and Marketing Recyclable Materials	40,000	November 23, 2019	November 23, 2020	1 year	$100,000
	City of Lewisville (TX), Recyclable Materials Processing and Marketing	143,500	November 1, 2018	October 31, 2027	9 year	$225,000

K. FCC, SA has over 16,000 trucks worldwide. Within the US, FCC has over 400 pieces of equipment and over 350 major collection vehicles trucks owned or leased. Below is a table of all units assigned to FCC, SA:

Make	VIN Model	Quantity
CATERPILLAR EQ	242D SKID STEER	1
CATERPILLAR EQ	938M WHEEL LOADER	2
FORD	F550	5
FORD	PETERSEN	2
FREIGHTLINER	112 M3	1
FREIGHTLINER	CD / ROTATOR	2
FREIGHTLINER	GALBREATH	2
FREIGHTLINER	M2 106 MEDIUM DUTY	4
HINO	338	1
HINO	CURBTENDER	3
KENWORTH	T 880	13
MACK	G&H	8
MACK	GALFAB	6
MACK	HEIL 4060	9
MACK	HEIL ASL	31
MACK	HEIL HALFPAC	3
MACK	HEIL PT1000	3
MACK	HEIL REL	25
MACK	McN 2516HD	41
MACK	McN 2566 SPL	12
MACK	McN ATLANTIC 4029	19
MACK	MCNEILUS ASL	30
MACK	MCNEILUS ATLANTIC	1
MACK	MCNEILUS REL	36
OTTAWA YARD TRUCK	4X2 4X2 OFF HIGH	10
PETERBILT	G&S SPLIT RECYCLE	8
PETERBILT	HEIL ASL	25
PETERBILT	HEIL PT1000	6
PETERBILT	HEIL REL	19
PETERBILT	MCNEILUS ATLANTIC	2
PETERBILT	MCNEILUS REL	20
PETERBILT	PETERSEN	5
VOLVO	L70H WHEEL LOADER	1

L. FCC has been providing collection services since 1909. As one of the largest waste collection companies in the world, it has the resources, skills and experience to successful provide service to the City of Port Orange, FL.

M. FCC's management team have over 100+ combined years of experience in the solid waste industry. Included below are their contact and overall responsibilities within the Company.

Dan Brazil – Vice President of Collection Operations
E-mail: dan.brazil@fccenvironmental.com Phone: 832-404-2597
Dan has 12+ years of experience in transportation operations and environmental services with UPS and Waste Management prior to joining FCC.

Jason Harman – Director of Sales
E-mail: jason.harman@fccenvironmental.com Phone: 832-246-2088
Jason brings 25 years of experience to FCC as the director of sales. Jason oversees all aspects of the FCC sales team within the United States.

Tom Lanzon – Sr. Manager - Fleet Maintenance
E-mail: thomas.lanzon@fccenvironmental.com Phone: 407-558-0229
Tom brings over 30 years of experience with a proven track record of successfully implementing systems, policies, procedures and managing multi-million dollar budgets of multiple locations. As Sr. Manager - Fleet Maintenance, Tom manages the repair and maintenance of all US collection vehicles.

Charles Merkley – Area Manager
E-mail: charles.merkley@fccenvironmental.com Phone: 407-504-8505
Charles brings 40 years of experience to FCC as Area Manager of FCC's waste and recycling collection operations within Florida.

N. FCC holds multiple financing facilities, including commercial paper and lines of credit, for a total of 4.4 Billion Euros as of 2020Q3 (approx. 5.3B USD). The total cash, cash equivalents, and available lines of credit at the end of September was 1.8B Euros (approx. 2.2B USD), of which 732M Euro (0.9 Billion Dollars) were specifically in available lines of credits.

O. On December 3, 2020, Fitch Ratings affirmed the Investment Grade to FCC Servicios Medioambiente Holding (the Group´s holding company for the Environmental Business), BBB- Outlook Stable. Please refer to the Audited Annual Reports, or the Quarterly Earnings Reports, for additional and more detailed information.

P. FCC has provided detailed financial statements within its submittal. If any additional information is required, FCC will provide it to the City.

FORM 9.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

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

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

(Do not include the City of Port Orange)

1. Company Name: Volusia County Solid Waste Division
   Contact Person: Regina Montgomery
   City, State: Port Orange, Florida
   Telephone Number: (386) 943-7889
   Email Address: rmontgomery@volusia.org
   Description of goods or Services provided: Residential Garbage, Recyclables (Dual Stream), Bulk & Yard Waste Collection
   Contract Amount: $11,000,000 per year
   Start/End Date of Contract: 04/01/2020 - 09/30/2027

2. Company Name: Orange County Solid Waste Division
   Contact Person: Allan Cole
   City, State: Orlando, Florida
   Telephone Number: (407) 836-6601
   Email Address: allan.cole@ocfl.net
   Description of goods or Services provided: Residential Garbage, Recyclables (Single Stream), Bulk & Yard Waste Collection
   Contract Amount: $11,000,000 per year
   Start/End Date of Contract: 01/01/2016 - 12/31/2025

3. Company Name: Solid Waste Authority of Palm Beach County
   Contact Person: John Archambo
   City, State: West Palm Beach , Florida
   Telephone Number: (561) 315-2010
   Email Address: jarchambo@swa.org
   Description of goods or Services provided: Residential Garbage, Recyclables (Dual Stream), Bulk & Yard Waste Collection / Multi-Family and Commercial Front Load Mechanical Collection
   Contract Amount: $27,000,000 per year
   Start/End Date of Contract: 10/1/2019 - 09/30/2026

This document must be completed and returned with your Submittal.

FORM 9.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Proposer 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)

4. Company Name: City of Rowlett Public Works Department
   Contact Person: Gary Enna
   City, State: Rowlett, Texas
   Telephone Number: (972) 412-6287
   Email Address: genna@rowletttx.gov
   Description of goods or Services provided: Residential Garbage, Recyclables (Dual Stream), Bulk & Yard Waste Collection / Commercial Front Load Mechanical Collection
   Contract Amount: $6,500,000 per year
   Start/End Date of Contract: 10/1/2017 - 09/30/2024

5. Company Name: City of Madrid (Spain)
   Contact Person: Jose Rodriguez Fuertes
   City, State: Madrid, Spain
   Telephone Number: (+34) (914) 803-058
   Email Address: rodiguezfjo@madrid.es
   Description of goods or Services provided: Residential Garbage, Recyclables, Bulk Collections Multi-Family Garbage & Recycling Front Load Mechanical Collection
   Contract Amount: $63,000,000 per year
   Start/End Date of Contract: 11/1/2006 - 04/30/2021

This document must be completed and returned with your Submittal.

(Form 9.8 – Professional References for Previous Experience Page 2)

LISTING OF PREVIOUS EXPERIENCE

Commercial Client List

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

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

	Contact Name	Phone	Current Client? Y or N	Number of years' service provided	Descript ion of service
1	Solid Waste Authority of Palm Beach County John Archambo jarchambo@swa.org	(561) 315 - 2010	Y	1 Year 3 Months	Front load mechanical collection of commercial businesses and Multi-Family customers within Zones 3 & 4 of the County. Roll-off Compactor Collection at Multi-family locations
2	City of Rowlett Public Works Department Gary Enna genna@rowletttx.org	(972) 412 - 6287	Y	3 Year 3 Months	Front load mechanical collection of commercial businesses and Multi-Family customers within the City. Roll-off Compactor Collection at Multi-family locations
3	City of Madrid (Spain) Jose Rodriguez Fuertes rodriguezfjo@madrid.es	(+34) (914) 803-058	Y	15 Years	Front load mechanical collection of commercial businesses within the City
4	City of Edgewood (FL) Bea Meeks bmeeks@edgewood-fl.gov	(407) 851 - 2920	Y	Less than 1 Year	Front load mechanical & Roll-off collection of commercial businesses within the City
5	City of Bilbao (Spain) Pedro Izaga pedro.izaga@bilbao.eus	(+34) (944) 204 - 5016	Y	15 Years	Front load mechanical collection of commercial businesses within the City

FORM 9.9 – 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)*: RFP #21-01

BUSINESS NAME:_____ CONTACT PERSON/TITLE:_____ MAILING ADDRESS:_____

CITY-STATE-ZIP:_____ Length of Time at Address Provided:_____

Physical Presence of Business: Facility, or Franchise

And within Legal Boundaries: Port Orange Volusia County of

Florida FEIN *(Federal Employer Identification Number)*:_____

BUISINESS STRUCTURE: Corporation Partnership Proprietorship

Other (Specify): _____

PHONE NUMBER:_____ FAX: _____

EMAIL: _____

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

ATTESTATION – I understand that:

- In accordance with City Of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a Non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid fron -State of Florida bus .
- A local business must have its headquar nufacturing facility ocally owned fr ise located with gal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated her least twelve (12) r hs prior to the or proposal op and a valid business license, issued by the corresponding government agency. Post office boxes a iable and shall e used for the rpose of establi g sa ysical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy val iness tax rece r such other umentation, to city's action, demonstrating the physical business presence of the firm within corresponding local li
- The preference does not apply to goods vices ex d by stat r prohibite Federal law, S aw, or othe ding source restrictions.
- The preference established in this polic s not pro he righ he City, o er authorized chasing autho to compare quality or fitness for use of supplies, materials, equipment and services prop for purcha con qualifica s, character, of all persons, firms or corporations submitting bids or proposals.
- The information contained herein may bject to verifica
- A Proposer who misrepresents the lo reference status in a posal or bid itted to the City of Orange will lose the privilege to claim local preference status, and shall lose eligibili claim local preferen period ne (1) year. ty Manager may also rec nd that the firm be referred for debarment.

N/A

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

Fomento de Construcciones y Contratas, Inc dba FCC,SA

Name of Business

By:_____

Printed Name: Inigo Sanz

Title: Managing Director for the Americas

STATE OF Texas

COUNTY OF Montgomery

The foregoing instrument was acknowledged before me by means of ✓ physical presence or _____ online notarization, this 21 day of January, 2021 by Inigo Sanz, as Managing Director for the Americas of Fomento de Construcciones y Contratas, a _____. He or she is ✓ personally known or _____ produced _____ as identification.

_____

Maria F Naumann

Notary Public, State of Texas

Printed, typed or stamped name, commission and expiration:

MARIA FERNANDA NAUMANN
My Notary ID # 126609848
Expires November 12, 2024

This document must be completed and returned with your Submittal

BID BOND

BID BOND

Bond No.:

KNOW ALL MEN BY THESE PRESENTS that Fomento de Construcciones y Contratas, Inc. d.b.a. FCC, SA, as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 9172 Ley Road, Houston TX 77078, Tel.: 832-764-0490, (hereinafter called "PRINCIPAL"), and Aspen American Insurance Company, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 175 Capital Boulevard, Suite 300, Rocky Hill CT 06067, Tel.: 860-258-3500 (hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel.: (386) 506-5501, (hereinafter called "OBLIGEE" or "CITY"), in the penal sum of Two Hundred Fifty Thousand ---------- dollars and (00)/100 ($250,000.00), lawful money of the United States, for the payment of which sum shall and truly be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated January 15, 20 21, for:

Project Name / Bid No.: Solid Waste Collection and Disposal Services- RFP #21-01

Project Address: City of Port Orange, Florida

Legal Description: City of Port Orange, Florida

Description of Work: Residential Collection and Disposal of Solid Waste, Yard Waste and Recyclable Materials Commercial Collection and Disposal - Collection and transport services for single-family and multi-dwelling residential solid waste, recyclables, yard waste, bulky waste, white goods, electronic waste and tires; and, for commercial solid waste collected in individual containers, front-load containers/bins, and compactors citywide.

NOW, THEREFORE,

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

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

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals, this 4th day of January, A.D. 20 21, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

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

PRINCIPAL: Fomento de Construcciones y Contratas, Inc. d.b.a. FCC, SA

ATTEST:

Signature

Corporate Officer & Title

Signature

Corporate Secretary (Affix Corporate Seal)

WITNESSES:

SURETY: Aspen American Insurance Company

Attorney-in-Fact (signature)

Elizabeth Marrero, Attorney-In-Fact, License W441501
Name & Title

Claudette Alexander Hunt
Name of Local Resident Agent

1001 Brickell Bay Drive, Miami, FL 33131
City, State, Zip

305-961-6218
Telephone:

A.M. Best No.: 014149 NAIC No. : 43460

ATTEST:

Signature

Sara Owens, Attorney-In-Fact
~~Corporate Secretary~~ (Affix Corporate Seal)
Witness

STATE OF New Jersey

COUNTY OF Monmouth

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

Signature of Affiant

Sworn to / Affirmed and subscribed before me this 4th day of January, 20 21, by Elizabeth Marrero, who is personally known to me or who produced License as identification.

FRANCES A. RODRIGUEZ
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50075555
My Commission Expires 1/23/2023

NOTARY PUBLIC – STATE OF NEW JERSEY
Type or print name: Frances A. Rodriguez
Commission No.: 50075555
Commission Expires: 01/23/2023
(Seal)

END OF BID BOND

This document must be completed and returned with your Submittal

ASPEN

Aspen American Insurance Company
175 Capital Boulevard, Rocky Hill, CT 06067

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, THAT **Aspen American Insurance Company**, a corporation duly organized under the laws of the State of Texas, and having its principal offices in Rocky Hill, Connecticut, (hereinafter the "Company") does hereby make, constitute and appoint: **Marisa Thielen; Vicki Johnston; Cathy H. Ho; George Gionis; Elizabeth Marrero; Patricia A. Rambo; Sara Owens; Wayne G. McVaugh; Maureen McNeill; Kimberly G. Sherrod; Joanne C. Wagner of AON Risk Services Central, Inc.** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge on behalf of the Company, at any place within the United States, the following instrument(s) by his/her sole signature and act: any and all bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto, and to bind the Company thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Company. All acts of said Attorney(s)-in-Fact done pursuant to the authority herein given are hereby ratified and confirmed.

This appointment is made under and by authority of the following Resolutions of the Board of Directors of said Company effective on April 7, 2011, which Resolutions are now in full force and effect;

VOTED: All Executive Officers of the Company (including the President, any Executive, Senior or Assistant Vice President, any Vice President, any Treasurer, Assistant Treasurer, or Secretary or Assistant Secretary) may appoint Attorneys-in-Fact to act for and on behalf of the Company to sign with the Company's name and seal with the Company's seal, bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said Executive Officers at any time may remove any such appointee and revoke the power given him or her.

VOTED: The foregoing authority for certain classes of officers of the Company to appoint Attorneys-in-Fact by virtue of a Power of Attorney to sign and seal bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, as well as to revoke any such Power of Attorney, is hereby granted specifically to the following individual officers of Aspen Specialty Insurance Management, Inc.:

Michael Toppi, Executive Vice President, **Scott Sadowsky**, Senior Vice President, **Kevin W. Gillen**, Senior Vice President, **Mathew Raino**, Senior Vice President, **Ryan Field**, Senior Vice President, **Timothy P. Griffin**, Vice President, **Keith Flannery**, Vice President, **Mary Durosko**, Vice President, **Frank Campiglia**, Senior Vice President and **Ray Philippon**, Assistance Vice President.

This Power of Attorney may be signed and sealed by facsimile (mechanical or printed) under and by authority of the following Resolution voted by the Boards of Directors of Aspen American Insurance Company, which Resolution is now in full force and effect:

VOTED: That the signature of any of the Officers identified by title or specifically named above may be affixed by facsimile to any Power of Attorney for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any and all consents incident thereto, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company. Any such power so executed and certified by such facsimile signature and/or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking so executed.

IN WITNESS WHEREOF, Aspen American Insurance Company has caused this instrument to be signed and its corporate seal to be hereto affixed this 2nd day of January, 2019

STATE OF CONNECTICUT
SS. ROCKY HILL
COUNTY OF HARTFORD

Aspen American Insurance Company

Keith Flannery, Vice President

On this 2nd day of January, 2019 before me personally came Keith Flannery, to me known, who being by me duly sworn, did depose and say; that he/she is Vice President, of Aspen American Insurance Company, the Company described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the Company by authority of his/her office under the above Resolutions thereof.

Notary Public
My commission expires: December 7, 2020

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Robin S. Kanaskie
West Whiteland Twp, Chester County
My Commission Expires 12/07/2020

CERTIFICATE

I, the undersigned, Keith Flannery, of Aspen American Insurance Company, a stock corporation of the State of Texas, do hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the Boards of Directors, as set forth above, are now and remain in full force and effect.

Signed and Sealed by the Company, in Exton, Pennsylvania, dated this 4th day of January, 2021.

Aspen American Insurance Company · TEXAS · 1990

By

Name: Keith Flannery, Vice President

* For verification of the authenticity of the Power of Attorney you may call (860) 760-7728 or email: Patricia.Taber@aspen-insurance.com

Aspen American Insurance Company
STATUTORY STATEMENT OF FINANCIAL CONDITION
December 31, 2019

Assets

Bonds	$ 457,121,334
Common stocks	183,092,685
Cash and short term investments	138,712,770
Other invested assets	41,677,152
Premiums in course of collection	132,534,153
Amounts recoverable from reinsurers	58,987,053
Other assets	5,705,704
Total Assets	$ 1,017,830,851

Liabilities

Reserve for losses and adjustment expenses	$ 244,423,610
Commissions payable, contingent commissions and other similar charges	2,946,564
Unearned premiums	168,488,803
Ceded reinsurance premiums payable	59,266,471
Amounts withheld or retained by company for account of others	41,197,182
Payable to parent, subsidiaries and affiliates	9,851,008
Retroactive Reinsurance	(60,581,404)
Reserve for taxes, expenses and other liabilities	49,860,832
Total Liabilities	515,453,066
Surplus as regards policyholders	502,377,785
Total Surplus and Liabilities	$ 1,017,830,851

Kenneth Cadematori
Treasurer & CFO

State of Connecticut
County of Hartford

Kenneth Gerald Cadematori, Treasurer and CFO being duly sworn, of Aspen American Insurance Company, Texas; and that the foregoing is a true and correct statement of financial condition of said company, as of December 31, 2019. This unaudited financial statement is in agreement with Aspen American Insurance Company's December 31, 2019 filings to the NAIC and to the State of Texas.

Subscribed and sworn to before me, this 19th day of February 2020.

Kim D. Sliva
Notary Public

KIM D. SLIVA
NOTARY PUBLIC
MY COMMISSION EXPIRES JUNE 30, 2021

Applicant Name: ASPEN AMERICAN INSURANCE COMPANY

NAIC No: 43460
FEIN: 752344200

Uniform Certificate of Authority Application (UCAA)
Certificate of Compliance

STATE OF FLORIDA

OFFICE OF INSURANCE REGULATION

I, KEVIN McCARTY, hereby certify that I am the* INSURANCE COMMISSIONER of the State of FLORIDA and have supervision of insurance business in said State and as such I hereby certify that **ASPEN AMERICAN INSURANCE COMPANY** of DALLAS, TX is duly organized under the laws of said State and is authorized to transact the business of D 010 FIRE,D 020 ALLIED LINES,D 050 COMMERCIAL MULTI PERIL,D 080 OCEAN MARINE,D 090 INLAND MARINE,D 110 MEDICAL MALPRACTICE,D 120 EARTHQUAKE,D 170 OTHER LIABILITY,D 192 PRIVATE PASSENGER AUTO LIABILITY,D 194 COMMERCIAL AUTOMOBILE LIABILITY,D 211 PPA PHYSICAL DAMAGE,D 212 COMMERCIAL AUTO PHYSICAL DAMAGE,D 230 FIDELITY,D 240 SURETY,D 250 GLASS,D 260 BURGLARY AND THEFT,D 270 BOILER AND MACHINERY,D 620 MISCELLANEOUS CASUALTY,** insurance in this State.

IN TESTIMONY WHEREOF, I have hereunto set my hand at Tallahassee, Florida on this 17th day of October A.D. 2012.

Kevin McCarty

* Insurance Commissioner, Officer or Superintendent of Insurance authorized to certify to the insurance business within the domiciliary state.

** Lines of Insurance as shown on Form 3 of UCAA

© 2003 National Association of Insurance Commissioners

February 4, 2004
Form 6

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

ELIZABETH MARRERO

License Number : W441501

Resident Insurance License

- 0220 - GENERAL LINES (PROP & CAS)

Issue Date

04/30/2020

Please Note: A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at https://dice.fldfs.com. To validate the accuracy of this license you may review the individual license record under "Licensee Search" on the Florida Department of Financial Services website at http://www.MyFloridaCFO.com/Division/Agents

Jimmy Patronis
Chief Financial Officer
State of Florida

CITY OF PORT ORANGE
PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5740
purchdiv@port-orange.org

ADDENDUM NO. # 1
December 29, 2020
RFP# 21-01 Solid Waste Collection Services

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

A. **CLARIFICATIONS:**
N/A

B. **CHANGES TO SPECIFICATIONS:**
The Due Date and Time has been changed to January 15, 2021 at 2:30 PM
in lieu of January 4, 2021 at 2:30 PM

C. **QUESTIONS AND ANSWERS:**

1. Can you please confirm whether the Bid Bond is 5% of the proposed bid, or $250,000?
   Answer: A Bid Bond in the amount of $250,000 as stated on page 48 is acceptable.

2. Could the City provide tonnage reports, by day and by truck identification or load identification for the entire 2019 & 2020, for each waste stream that is tracked (Garbage, Recycling, Yard Waste, Commercial & Construction & Debris)?
   Answer: See attachments labeled Solid Waste Breakdown or Recycling Breakdown

3. Does the City have disposal tonnages for the City Facility locations?
   Answer: We do not keep separate tonnage reports for City Facilities.

4. Does the City have the number of collections of dead fowl, reptile and fish that it performed during 2019 & 2020?
   Answer: The number of dead animals picked up for 2019 is 85 & 2020 is 65 to date.

5. Does the City have the number of tires & batteries that were disposed of in 2019 & 2020 through curbside collections?
   Answer: Approximately 24 tires and 5 batteries annually.

6. Would the City consider the request that all Commercial Containers (Front Load & roll-off) be new? This would ensure all Commercial customers receive the same level of service, and will be in line with the City's goal of provided each customer with a container in a new condition.

Answer: All Commercial Containers should be NEW or REFURBISHED as outlined in the scope base proposal under COLLECTION. Section E. #2.

7. Can the City provide a map or the data of the existing residential collection days and customers? This will allow for minimal day changes on the proposed collection maps that need to be provided.
   Answer: Attachments labeled Q6.

8. Does the City have a list and count of vacant lots within the City that will have trash collection?
   Answer: There is not a list but in the previous 2 years, there have not been any collections on vacant lots, however, that could change.

9. Does the City have a customer compliment/complaint tracking system it currently uses? Or does it wish for the Contractor to provide its own, while giving the City access?
   Answer: Contractor will have to provide system and allow the City access.

10. Could the City provided tonnages and number of clean up events Civic Groups conducted in 2019 & 2020?
    Answer: There were no Civic Group cleanups in 2020 due to COVID. We did have an event in 2019 where volunteers cleaned up a 2 square mile area and netted a total of 1 – 4 yard dumpster (provided by the contractor) of garbage. In 2017 another event called rejuvenate Ridgewood we allowed businesses to cleanout storerooms and dispose of unwanted product. Rearloaders and claw trucks were used to net a total of 25.6 tons of debris.

11. Could the City provide additional information in regards to the two yearly promotional programs the proposer will participate in? What is entailed in the promotional programs?
    Answer: The City has 2 events on City Center Dr. annually - Family Day in October and Spring Fest in May. The City would expect the contractor to have a vendor booth setup at both events with educational material, literature, and giveaways for the public during these events. The events run from Friday night to Sunday afternoon. More information can be found at https://poctrust.org/

12. In Alternate 2, will residents be allowed to select the size Tote they wish to use? Or will all residents be required to obtain 96-Gallon Proposer Provided Totes?
    Answer: Residents will be required to accept a 96-Gallon tote and receive a smaller tote if requested.

13. Could you please provide the current collection rates paid to the incumbent?
    Answer: See attachment labeled Q12

14. Could you please provide a copy of the last six months' invoices?
    Answer: See attachment labeled Q13

15. Can the City please provide the recent history of any Liquidated Damages on a monthly and or an annual total?
    Answer:

All Liquidated Damages for 2019 & 2020.		
November 2019	No recycle bins in office 1 day	($250.00)
December 2019	Broken glass left in road, not cleaned up.	($300.00)

December 2019	No recycle bins in office 4 days	($2,000.00)

16. Link to Requested Attachment Information:
https://portorange.sharepoint.com/:f:/g/EqU6B0AKo3tKovwcVoxDKw8BsYB4VeFacnIHhdyyBGi9Fg?e=hTFtVn

17. An Addendum # 2 will be issued in the next few days to answer remaining questions.

END OF ADDENDUM NO. #1

CITY OF PORT ORANGE
PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5740
purchdiv@port-orange.org

ADDENDUM NO. # 2
January 5, 2021
RFP# 21-01 Solid Waste Collection Services

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

A. **CLARIFICATIONS:**
N/A

B. **CHANGES TO SPECIFICATIONS:**
The Due Date and Time has been changed to January 25, 2021 at 2:30 PM
in lieu of January 15, 2021 at 2:30 PM

C. **QUESTIONS AND ANSWERS:**

1. Page 2 of the RFP states bid bond of 5% of proposed bid but Page 48 states bid bond of $250,000?
   Answer: Answered in Addendum 1. A Bid Bond in the amount of $250,000 as stated on page 48 is acceptable.

2. Page 6, 3rd Paragraph. Please explain contract start date of May 1, 2021. Will the contractor be paid for mobilization or other service from May 1 to Nov 1? What is effect on current contractor?
   Answer: From May 1 to Nov 1 the contractor will be implementing the transition plan which allows for mobilization, educating the public, delivery of dumpsters and other equipment. The transition plan will determine when the contractor begins delivering dumpsters or other equipment. In addition, this time will be used to educate the public on any changes in service and/or change of vendor. There is no mobilization or other service fees in the scope of work. If the contractor intends to charge for these items, they should list the exception in their proposal and it will be reviewed in the evaluation of the bids. Actual garbage collection will begin November 1, 2021.

3. Page 11. How do you expect E-waste to be handled?
   Answer: Evident disposal of E-Waste should be treated the same as Hazardous Waste. Resident should be tagged and notified to take E Waste to the landfill.

4. Page 11 States unlimited collection - will the city consider placing a limit on Household garbage, bulk and yard waste?
   Answer: No. Residents can place unlimited amount to curb for pick up. City ordinances require that debris generated by a contractor must be disposed of by that contractor.

5. What is the size limit for customer provided garbage containers?
   Answer: The City recommends 32 gallon maximum or if larger a 50 pound maximum weight

6. Page 12. The City is requesting twice a week bulk, will the city consider once a week bulk on the second garbage pick-up day instead?
   Answer: Depending on the bulk. If it is a couch or a washer or individual item, no. If it is a move out pile requiring the claw truck then it should be picked up on the residents Claw truck scheduled day.

7. Currently a significant percentage of residents place their cans and recycle bins in the street for collection , if we find the containers in the street, can we place it back in the same place we found the container?
   Answer: Page 9 section 5. Garbage Receptacles shall be handled carefully by the proposer and shall be thoroughly emptied and left in an upright position where they are found, behind the curb or edge of pavement. Under no circumstances shall said receptacles be placed in the travel lanes of the roadway. So, if a resident puts it in the roadway, the collector shall put it behind the curb or edge of pavement after emptying.

8. Page 11. Will the city remove batteries and tires or reduce the amount allowed?
   Answer: No. According to current contract Route Supervisor, there are approximately 24 tires and 5 - 6 batteries picked up annually. The City does not believe this is an undue burden to the contractor.

9. Can the City limit Sunday service to 7 day per week customers only?
   Answer: Commercial pick up on Sunday can be limited to businesses that are open on Sunday.

10. Commercial customers pay for service based on the volume and frequency of service but get unlimited bulk service. How are we paid for the bulk collection for commercial customers?
Answer: Bulk commercial pick up is very rare. Usually it is due to illegal dumping by a commercial container by an unknown person. As the City pays for all tipping fees, this should not be a financial burden to the contractor.

11. Are commercial containers sprayed based on need or every time we provide service?
Answer: Spraying for offensive odors should be as needed.

12. Page 13 (5). Allows the city to switch commercial hand stops to front end containers but does not provide additional compensation which is different than the current contract. If contractor provides front load container service for a commercial customer we should be able to bill for the service?
Answer: Any account using front end containers are in the commercial container count and paid to the vendor as such.

13. Page 14 (2). requires contractor to provide each customer a new or renovated container on an annual schedule, would the city consider reducing this frequency to EOY?
Answer: SECTION E. CONTAINERS. Upon award, the proposer shall provide the City a schedule showing the frequency of cleaning and painting for each container each twelve-month period. This schedule shall include how the change-out of containers is to be accomplished during the contract term. The proposer shall at the beginning of the contract begin a program that will provide for each customer to receive a reconditioned or new container during the succeeding twelve-month period and each twelve-month period thereafter.

Cleanliness is critical to the City. As such we wish to keep to the terms in the scope of work, either new or reconditioned. See attachment labeled, 14.4 Dumpster Evaluation Form

14. Compactor customers with bulk have to be picked up with a dedicated truck and cannot be mixed with residential or commercial garbage/bulk - can the City bill for the bulk material and allow the waste to be picked up with regular route truck? City could establish a commercial bulk account for those customers.
Answer: Compactor customers are billed directly by the vendor and as such it is the vendor's responsibility to handle bulk collection. Using City dedicated route trucks is not acceptable due to the trucks being taken from City routes to accomplish the pick-up and

the possibility of the tipping being charged to the City when the City dedicated truck goes to the landfill.

15. Will the city consider a bag and bundle type of ordinance or limits on residential yard waste?
Answer: No, residents are allowed unlimited yard waste disposal, except if generated by a paid contractor.

16. Most cities make commercial customers responsible for removal of their yard waste, would the city consider requiring this or allowing contractor to charge for yard waste collected? Note - Commercial accounts are not paying for this service.
Answer: As the claw trucks are already servicing the City and the City is responsible for all tipping fees, this should not be a financial hardship to the vendor.

17. Is the City going to continue the Zone pickup schedule for large yard waste piles?
Answer: The City currently uses a 5 zone collection schedule for Monday through Friday. Any proposed suggestions will be taken into consideration. Proposer should offer suggestions for service.

18. The number of free City RO hauls increased by +/- 25% this year and will be approx 350 loads by year end. Can City put a limit on free loads or allow the hauler to charge for this service?
Answer: As in earlier questions, the City pays all tipping fees and as such the amount of disposed material should not be a financial burden to the vendor.

19. Page 18 (2). Current contract says contractor must provide same service as a residential home to vacant lots but with 5 yard limit, RFP has dropped the 5 yard limit. Can the limit be added to RPF?
Answer: The 5 cubic yard limit for yard waste at vacant lots is added back in under this addendum. The actual pick-ups by current vendor of empty lots is minimal.

20. How will the contractor be paid for picking up items from the right of way?
Answer: The requirement for collection of items from the City Right of Way is deleted from the scope of work.

21. Page 18 (5). RFP states contractor will be subject to liquidated damages for any contaminated loads. Customers may place contaminated materials in the garbage and

recycling that are not recognized at the point of collection. Is there any relief from fines in this instance?
Answer: The section states, the proposer shall not be responsible for the collection of a contaminated load. The proposer shall notify the City of the specific customer that was not served due to a contaminated load. If the vendor does pick up a contaminated load, there will be Fines imposed. NOTE: This has not happened with current vendor.

22. Page 18 (8). Temporary Labor Will the city consider removing this?
Answer: This question is still under review. A response will be forthcoming in addendum 3.

23. Page 19 K (1). Will the city consider increasing the 3% cap or removing it altogether? Contractors need to keep up with inflationary pressures on cost of providing service.
Answer: The City will increase the cap to 5%.

24. Page 19 (3). Will the city consider placing a limit on the number of replacement recycle bins a resident can have.
Answer: Most recycle bin replacements are due to bins being damaged or cracked due to handling by collection crew.
Please submit your recommendation of change in the bidders proposal. The City will be modifying the ordinance related to solid waste services after this bid is awarded.

25. Page 20 (4). States Proposer shall provide notification to customers of schedule changes two weeks in advance but states publication in News Journal 7 days in advance, please address conflict.
Answer: Section should read: Notification will be by placement of a ¼ page ad in the local section of the Daytona Beach News Journal at least 10 business days in advance of collection change or other.

26. Page 20 (5). Current contract has provisions for contractor to charge for storm clean up and allows City to use other contractors if hauler can not provide storm debris service within 48 hours. The RFP requires contractor to perform the clean up after a storm with no compensation and no relief if we cannot provide the service. Please clarify.
Answer: Solid waste vendor would be responsible for continued normal services post storm. The city's disaster debris hauler would handle post-storm debris in declared emergency circumstances. Due to the difficulty of differentiating between yard trash and storm debris, we'd ask that the solid waste vendor continue to handle the normal volume of yard waste. Should the City intend to utilize the vendor for any additional disaster debris removal, pricing would be agreed upon prior to work beginning.

The vendor is responsible for normal services during non-declared emergency events.

27. Page 22. Refers to Dedicated Equipment not allowed to service anything outside of City of Port Orange - are spare vehicles required to be dedicated also?
Answer: Spare vehicles do not need to be dedicated.

28. Page 22 (3). Will the city provide the criteria for truck replacement or rebuilding after 7 years old?
Answer: No, vehicles are to be maintained by the vendor in good operating condition. The bidder should provide their current replacement/rebuild schedule of their current equipment with their proposal.

29. Page 23 (P). Can disposal ticket be delivered to the City on a less frequent schedule (1x per week or 1x per month) to reduce the administrative burden on contractor?
Answer: Tickets need to be delivered on a daily basis due to administrative duties of the Solid Waste Office.

30. Page 24. Can the city provide a mileage limit for recycling processing center?
Answer: Should the processing facility change and exceed more than 20 miles outside city limits, the City will consider a trip charge for those vehicles delivering recyclables.

31. Page 25 Alternate 2. Is there a limit on how many toters for commercial and residential?
Answer: Please submit your recommendation of change in the bidders proposal. The City will be modifying the ordinance related to solid waste services after this bid is awarded.

32. Alt 2. Will contractor be responsible for any garbage outside of toter?
Answer: Yes, residents can set out an unlimited amount of trash. SCOPE SECTION 3 – A. Residential Solid Waste Collection 1. The proposer shall be required to pick up all garbage and household trash generated by each residential unit. If Alternate 2 is accepted, a change in ordinance will be required and would include a provision requiring all trash to be placed within the toter.

33. Page 28 #58. Commercial Trash - Will the city remove car parts and construction demolition material from this requirement? Both of these items can cause damage to the commercial front load trucks and should be placed in roll off containers.
Answer: These are definitions only and do not specify the manner of disposal.

34. Page 40 #45. Currently the city is required to make payment to contractor within 10 days after the prior month, the current RFP requires payment 45 days after receipt and approval of invoice which puts payment at least 60 days out. Will the city change this back to current language?
Answer: No. The City has a 45 day payment policy consistent with Florida Statute.

35. Page 42 #53. States contractual relationship is non-exclusive - this is in conflict with RFP
Answer: As stated at the top of the General Terms & Conditions, this section may be "superseded, in whole or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN." Therefore, the Scope where it indicates exclusivity would prevail over a General Terms & Conditions.

36. Page 42 #54. Will the city consider adding a "right to cure" section in this paragraph?
Answer: Yes. The city will consider and provide final direction in addendum 3.

37. Page 46 #80. Will the city consider adding a "right to cure" section in this paragraph?
Answer: Yes. The city will consider and provide final direction in addendum 3.

38. Page 48. Will the city remove paragraph 4?
Answer: Subcontracting and Assignment. The City will not remove this paragraph.

39. City Manager to be Referee can a neutral arbitrator be used?
Answer: No.

40. Waste Pro cannot use the city as a reference but does this mean that our service history with the city will be discounted entirely?
Answer: The past service history will be considered. The City is requesting additional references beyond the City of Port Orange.

41. How will pricing be compared between vendors and points assigned?
Answer: The bid document includes the scoring criteria to be used for evaluation.

42. Can the City provide pricing sheets electronically?
Answer: There is a separate EXCEL spreadsheet that was provided in the bid documents for vendors to use.

43. Can the city consider paying for City owned properties due to the significant volume of free service (over 2,000 yards a month for free)?

Answer: As in earlier questions, the City pays all tipping fees and as such the amount of disposed material should not be a financial burden to the vendor.

44. Page 19 L (1). Can City allow contractor to handle calls from contractors local office?
Answer: No. A City Liaison office will be provided in the Public Works Building at 407 Virginia Ave.

45. Page 22 (C). Does this apply to contractor? Contractor is not a public agency. If so, why? Please explain.
Answer: The vendor would be acting on behalf of a public agency. As a contractor for the City, vendor is acting as a representative of the City. All communications, videos, GPS information falls under the GS1-SL 2020 law.

46. The current contract requires that the city holds title to the equipment, is that going to be required under the new contract?
Answer: No

47. Will you provide pricing sheets for roll off and compactors?
Answer: This contract does not provide for C&D or recycling compactor or roll off services. Pricing is set by the vendor.
Only garbage compactors are exclusive to this contract. Those prices are set by City resolution 14-3 based upon a per pull charge plus the contractors landfill charge. Any requested change in price would require a change in resolution as approved by City Council. The vendor bills these compactor accounts directly. The City does not pay tipping fees for compactors.

48. Can the City provide the number of multifamily / and mobile home parks that receive collection with a dumpster? Are the multi-family / mobile home parks that receive collection via a dumpster included in the 520 containers identified in the RFP? If not, can the City provide the size and frequency of collection for these locations?
Answer: There are 39 Multifamily and Mobile Home Parks that receive collection with dumpsters. All are included in the containers identified in the RFP.

49. Can the City provide a count with container size of the commercial customers that have opted for Commercial Recycling service?
Answer: Commercial recycling is open market and the customer works directly with whichever vendor they choose.

50. On the base residential proposal, are residents allowed to set out an unlimited amount of trash? Or are they limited to a certain amount of bags/containers?

Answer: Yes, residents can set out an unlimited amount of trash. *SCOPE SECTION 3 – A. Residential Solid Waste Collection 1. The proposer shall be required to pick up all garbage and household trash generated by each residential unit*

51. On the alternate scenario once a week collection with proposer provided Carts, will the residents be allowed to place excessive trash outside of the container? Or will the proposer only be required to collect trash within the carts?
    If Alternate 2 is accepted, a change in ordinance will be required and would include a provision requiring all trash to be placed within the toter.

52. City Vehicles Used Tire Disposal – p. 17. This service requires the proposer/vendor to place a container at the City's Public Works facility for the collection of used tire from City owned vehicles. Is it the responsibility of the vendor to dispose of the tires? If so, what nearby facility accepts used tires? In addition, does the City pay the tipping fee for such disposal?
    Answer: Vendor will be responsible to deliver roll off to the Volusia County Landfill and return to the Public Works yard. The City is responsible for all tipping fees.

53. Miscellaneous Services – p. 18 – This section contains specific services that are not typical in most service agreements such as the collection and disposal of dead animals, the collection of trash from vacant lots or normal maintenance of vacant lots, the collection and disposal of used tires in City right-of-ways and the collection and disposal of large items placed in City right-of-ways. Would the City considering eliminating these services from the service agreement or be open to negotiate a fair monetary compensation to the vendor for providing such ancillary services?
    Answer: Dead animals are picked up by vendor during regular rounds
    The 5 cubic yard limit for yard waste at vacant lots is added back in under this addendum. The actual pick-ups by current vendor of empty lots is minimal.
    The requirement for collection of items from the City Right of Way is deleted from the scope of work.

54. Delivery of Recyclables to Processor – p. 15/79 and 24/79 – This provides that the City selects the processor but there are no limitations in terms of distance on the choice. Will the City consider that if the processor selected is more than 10 miles from the City center, the City will compensate the contractor for the additional mileage?
    Answer: Should the processing facility change and exceed more than 20 miles outside city limits, the City will consider a trip charge for those vehicles delivering recyclables.

55. Temporary Labor p. 18/79 . This prohibits temporary labor in general and applies a penalty if temporary labor is allowed by the City. Temporary labor is a necessity in the industry. Will the City consider deleting this provision?
Answer: Under review, will provide answer in Addendum 3

56. Most Favored Nations – p. 19/79 – This provides a mechanism to reduce rates if a neighboring community negotiates a more favorable contract with similar quantities and provisions. However, this is not limited to negotiations with the awarded contractor and would seem to encompass any hauler who negotiates a contract that is deemed more favorable. We cannot allow a "low-ball" offer to reduce our rates. Will the City delete or modify this provision to only be applicable to contracts negotiated by the awarded contractor?
Answer: Under review, will provide answer in Addendum 3

57. Storm Cleanup – p. 20/79 – This requires the contractor to respond to a storm event with added equipment and personnel exclusively for the City. There is no provision for compensation. Waste Management is not in the business of storm debris cleanup and does not have additional equipment that can be dedicated exclusively to the City. Will the City delete this provision?
Answer: Solid waste vendor would be responsible for continued normal services post storm. The city's disaster debris hauler would handle post-storm debris in declared emergency circumstances. Due to the difficulty of differentiating between yard trash and storm debris, we'd ask that the solid waste vendor continue to handle the normal volume of yard waste. Should the City intend to utilize the vendor for any additional disaster debris removal, pricing would be agreed upon prior to work beginning.

58. Fleet – p. 22/79 – This provides that the fleet must be replaced in its entirety at the 7 year mark. What age of the fleet is required at the commencement of the contract?
Answer: Vehicles are to be maintained by the vendor in good operating condition. The bidder should provide their current replacement/rebuild schedule of their current equipment with their proposal.

59. Indemnity – p. 37/79 – This requires the contractor to indemnify the City against claims involving any "act" by contractor during performance of the work with exception of the sole negligence of the City. This is very broad. Will the City consider modifying the indemnity so that the contractor is obligated to indemnify to the extent of its fault?
Answer: NO

60. Liquidated Damages – p. 50/79 – There is no provision to contest the imposition of liquidated damages. Will the City provide such a right?
Answer: A monthly review meeting is held to review the previous months activities. The vendor can contest the claims at these meetings. They must provide proof that the claims are unfounded for the liquidated damages to be removed from the following invoice so payments are not held up.

61. Litigation Disclosure – p. 54/79 – Will the City modify the disclosure so that litigation with a governmental entity, class actions, and material claims over $500,000 are required to be disclosed? Waste Management has thousands of customers and there are many matters that deal with payment collections and similar matters (employment, workers compensation, vehicle accidents, etc.) that are not relevant to the services herein and would be burdensome to provide.
Answer: This clause is limited to cases relating to the vendors professional services and where the court or administrative agency has ruled against the vendor in the last 5 years. No modification will be made.

62. Electronic Signatures – Because of Covid concerns and restrictions, would the City allow for the Required Proposal Forms to contain electronic signatures as part of our submittal?
Answer: No. The city does not have a current policy on acceptance of electronic signatures.

63. An Addendum # 3 will be issued in the next few days to answer remaining questions.

END OF ADDENDUM NO. #2

DUMPSTER CONTAINER CONDITION EVALUATION

Container address: _____

Date of evaluation: _____

The City has evaluated the above container and based on the following conditions has determined that:

Container is **Acceptable** ☐

or Container Requires **Replacement** ☐

or Container Requires **Refurbishment**, as follows:

	Item requiring refurbishment
☐	Cleanliness
☐	Cover for full operation including hinge
☐	Lock bars for full operation
☐	Paint for uniformity with no visible rust
☐	Plugs in place
☐	Safety notices displayed
☐	Vendor's information shall be legibly stenciled in three-inch type and shall include the following: Name, Telephone numbers, Container cubic size
☐	Waterproofing and having no holes in the container
☐	Wheels for full operation

CITY OF PORT ORANGE
PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5740
purchdiv@port-orange.org

ADDENDUM NO. # 3
January 20, 2021
RFP# 21-01 Solid Waste Collection Services

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

A. **CLARIFICATIONS:**
N/A

B. **CHANGES TO SPECIFICATIONS:**
The Due Date and Time is January 25, 2021 at 2:30 PM
in lieu of January 15, 2021 at 2:30 PM

C. **QUESTIONS AND ANSWERS:**

1. Temporary Labor p. 18/79 . This prohibits temporary labor in general and applies a penalty if temporary labor is allowed by the City. Temporary labor is a necessity in the industry. Will the City consider deleting this provision?
   Answer: See clarification below:
   Use of Temporary Labor Force
   The Contractor may use temporary labor force to replace or fill regular operating positions in providing the services to the City. Only temporary labor force covered by a workmen's compensation policy, pursuant to the requirements set forth herein, will be authorized to work within the City. However, in performance of this Contract by use of temporary labor force, the provisions of this Contract will apply to such temporary labor force in all respects as if they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the temporary labor force, as if they were employees of the Contractor. The services performed by the temporary labor force will be subject to the provisions hereof as if performed directly by the Contractor's employees.

2. Most Favored Nations – p. 19/79 – This provides a mechanism to reduce rates if a neighboring community negotiates a more favorable contract with similar quantities and provisions. However, this is not limited to negotiations with the awarded contractor and would seem to encompass any hauler who negotiates a contract that is deemed more favorable. We cannot allow a "low-ball" offer to reduce our rates. Will the City delete or modify this provision to only be applicable to contracts negotiated by the awarded contractor?
   Answer: See clarification below:
   Favored Nations Clause
   In the event a neighboring City negotiates with the awarded vendor a more favorable rate than the City of Port Orange for the provision of the same or substantially the same services as provided in this contract, then upon execution of the agreement with the neighboring City the awarded vendor shall be required to reduce the rates charged to the City of Port Orange to be equal to or lower than the rates charged in the neighboring City. Neighboring City shall mean all cities within Volusia County Florida.

3. Page 42 #54. Will the city consider adding a "right to cure" section in this paragraph?
   Page 46 #80. Will the city consider adding a "right to cure" section in this paragraph?
   Answer: Yes. See clarification below:
   Notice and Right to Cure.
   In the event of Default as referenced and defined herein, Contractor shall be given written notice and no less than ten (10) calendar days from receipt of said notice in which to cure defaults, including but not limited to provisions contained in **Section 54, Non-Performance**. The Contractor will have the opportunity to correct any curable situation to the reasonable satisfaction of City within the period of time specified in the notice which shall not be less than five (5) calendar days. If such correction is not so made or the circumstances are such that it is not curable, City may, within ____ (___) days after the expiration of the time fixed to correct such situation, give written notice to the Contractor that the contract is terminated effective from the date of Contractor's original default.

3. This is the Final Addendum.

END OF ADDENDUM NO. #3

CITY OF PORT ORANGE
PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5740
purchdiv@port-orange.org

ADDENDUM NO. # 4
January 21, 2021
RFP# 21-01 Solid Waste Collection Services

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

A. **CLARIFICATIONS:**
N/A

B. **CHANGES TO SPECIFICATIONS:**
The Due Date and Time remains January 25, 2021 at 2:30 PM
in lieu of January 15, 2021 at 2:30 PM

1. The attached bid form has the following changes.
Frequency for pick-up for items 1 and 3 has been changed on Part A Alt 1 and Part A Alt 2 to read once per week in lieu of twice per week.

Item 1. Residential Hand Pick-Up, **Once** Per Week, Includes Bulk Pick-Up and Once Per Week Yard Waste Collection

Item 3. Commercial Hand Pick-Up **Once** Per Week, Includes Bulk Pick-Up and Once Per Week Yard Waste Collection

C. **QUESTIONS AND ANSWERS:**

END OF ADDENDUM NO. #4

CITY OF PORT ORANGE
PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5740
purchdiv@port-orange.org

ADDENDUM NO. # 5
January 21, 2021
RFP# 21-01 Solid Waste Collection Services

To All Bidders:
The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project 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:**
Please see the attached contract for RFP #21-01 Solid Waste Collection on Page 2 of Addendum #5.

B. **CHANGES TO SPECIFICATIONS:**
N/A

C. **QUESTIONS AND ANSWERS:**

Question 1: Is the proposer to provide all new recycling bins for all homes in Port Orange at the start of the contract? Or are they to provide carts only for new homes and or stolen/damaged bin replacements?
Answer: No, the bidder will only be required to replace bins for new customers and/or replacement of damaged bins.

END OF ADDENDUM NO. #5

CITY OF PORT ORANGE
STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, **2021**, 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 City Solid Waste Services, pursuant to Request for Proposal 21-01 ("RFP 21-01"). This Contract together with RFP 21-01, 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, from RFP 21-01, and the Bid Tabulation as submitted by Contractor in Contractor's Proposal, are attached hereto as **Exhibit "1"**. A complete copy of RFP 21-01, 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: The initial term of this Contract shall become effective on the last date the Contract is signed by the Parties and shall continue for a period of five (5) years ("Initial Term").

Renewals: Upon written agreement of the Parties, this Contract may be renewed for one (1) five-year period, subject to review and approval of the City Manager and budget appropriation.

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

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

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the purchase of goods or services from Contractor under this Contract shall be upon issuance of a 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:

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

4. *Contract Administration*. The Public Works and Utilities Director, Lynn Stevens, 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**
☒	Workers' Compensation 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.	Contract Amount — Limits 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.

☒	Comprehensive General Liability (including Completed Operations and Contractual Liability	Limits: 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. Additional Coverage:	Limits: Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If 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 - $ To be determined.	
☐	Contractor Pollution Liability	Limits: Coverage - $1,000,000	
☐	Errors and Omissions	Limits: Coverage - $1,000,000	
☐	Umbrella Policy	Limits: Coverage – $ To be determined.	
☒	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: Lynn Stevens, Public Works and Utilities Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5750

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]

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 _____, 2021, 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:

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 _____, 2021, 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 _____, 2021, 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:

TAB E – TRANSITION PLAN

Proposer shall describe its proposed strategies to ensure a smooth transition from current contractor to the successful submitter. The proposed transition plan is of critical importance to the City. The Proposer shall be responsible for the removal and delivery of new containers, roll-offs, etc. as required by a transition. The Proposer shall provide a facility, whereby previous franchisee's containers, roll-offs, etc. will be stored during the transition. The Proposer shall be responsible for initial delivery to the proposed storage site or a site to be identified by the previous franchisee. Upon delivery to the storage location, the previous franchisee shall be responsible for removal and transportation of said container, roll-off, etc. at their sole expense. In the transition plan, Proposer must describe the following:

1. Proposed transition plan must meet or exceed the current level of service for solid waste and recycling services currently provided.
2. Individual or group of individuals that will oversee the execution of the transition plan.
3. Proposed approach including equipment, personnel, and schedule for delivering containers to residents.
4. Describe how the delivery of carts, dumpsters and roll-offs will be conducted in coordination with removal or use of existing carts, dumpsters and roll-offs.
5. Overall schedule for the transition.

Transition Plan

Usually one of the most difficult aspects of any contract is the transition to a new contractor. As your current contractor Waste Pro is in a unique position to provide a seamless transition from the existing contract to the next five to ten years of our partnership.

Our service delivery and operations have been fine-tuned over the last 9 years and we certify that all contract requirements will be met or exceeded as we transition into the next contract period. Our drivers are already experts on your City and its solid waste and recycling routes. It can take months and sometimes years for a new company to provide the level of service that the City requires and deserves. Finally, Waste Pro can provide something that no other company can. We can begin the transition before November 1st, 2021 and start providing any new services required by the contract.

As your current hauler, Waste Pro has the unique ability to begin implementing any contract changes well in advance of the startup date. A new hauler would have to wait until November 1, 2021. To ensure a smooth transition we have a corporate team that meets via phone weekly with our local staff to review transition tasks and to monitor completion of all required activities. This team includes members from operations, maintenance, procurement, legal, human resources, IT, and accounting. City of Port Orange personnel are encouraged to sit in on any or all of these meetings. We encourage the City to review the timeline and make any suggested changes.

Included in the back of Tab E is a proposed detailed timeline for all transition tasks. You will note that this timeline provides significant buffer since Waste Pro is able to begin transition to any new services by virtue of already being set up in the city.

Although the deadline to start the contract is fixed, adjustments in the timeline can be made for any of the tasks if necessary to ensure that we have accounted for any changes that are needed.

If Waste Pro is awarded the contract, we will continue to service the City of Port Orange from our facility at 925 S. Clyde Morris Blvd in Daytona Beach. Our facility is just over a mile from the North edge of the City and only 4 miles from City Hall. Additionally, we have nearby facilities located in Sanford, Orlando, and Palm Coast. We have the unique ability to pull resources from any of these facilities should the need arise.

Transition Team:

Name	Title	Transition Responsibilities	Phone	Email
Erik Sankey	Region VP	Transition Team Executive	407-401-6771	esankey@wasteprousa.com
Tim Dolan	Marketing VP	Corporate Liason	321-231-2544	tdolan@wasteprousa.com
Susie Dolan	Director	Region Marketing Liason	407-924-3405	sdolan@wasteprousa.com
Ken DeForest	Division Manager	Transition Team Lead	386-631-2109	kdeforest@wasteprousa.com
Steve Cameron	Operations Manager	Operations	386-527-2148	scameron@wasteprousa.com
David Ginapp	Region Fleet Manager	New vehicle acquistion	407-455-8175	dginapp@wasteprousa.com
Terry Conklin	Maintenance Manager	Fleet	321-231-9806	tconklin@wasteprousa.com
Stephanie Lyons	Office Manager	Administration and Billing	386-788-8890	slyons@wasteprousa.com
Kerry Salazar	Region Controller	Administration and Billing	407-257-5058	ksalazar@wasteprousa.com
Harland Chadbourne	Director Purchasing	Equipment acquisition	305-506-7911	hchadbourne@wasteprousa.com
Romeo Vellutini	Director of Safety	Safe Operations	407-937-2649	rvellutini@wasteprousa.com
Samantha Barreiro	Region HR	Staffing/HR Compliance	772-201-7704	sbarreiro@wasteprousa.com

Proposed Approach

Equipment

Waste Pro is committed to providing the best available equipment to service the City of Port Orange. Waste Pro operates a fleet of over 3,200 heavy trucks throughout the Southeast. Our fleet is equipped with the latest safety equipment and will be ordered to fulfill the specific needs of the City.

Waste Pro is committing to replace the entire Port Orange fleet with new vehicles. The new solid waste rear load and front load compaction trucks will all be powered by clean burning Compressed Natural Gas (CNG) engines. These new vehicles are quieter, with lower emissions and reduced environmental foot print. New vehicles will be ordered within 15 days of execution of the contract. Our plan will be to transition the old fleet out as soon as the new equipment arrives. Some of the existing trucks will be retained to be used as spare vehicles.

Personnel

We have a great team of 45 solid waste professionals currently servicing the City of Port Orange including drivers, helpers, mechanics, customer service, Supervisors and Management. Average seniority is over 5 years and several of the employees have been servicing the City since we started the contract 9 years ago. Our goal is to provide long term growth for our employees and I am proud to report that both our Supervisor and Lead for Port Orange started as drivers and have been promoted to their current positions. In addition, through our Co-Heart Program (see Tab D) we have 35 drivers who started as laborers and were promoted to drivers after training, coaching and testing to become certified Commercial Drivers (CDL).

Container Delivery

As your incumbent contractor, delivery of commercial front load containers, roll off containers and residential recycle bins is **not necessary**. All containers and bins are in place at the customer locations. There will be no disruption for the City, residents or businesses as we transition to the new contract.

Vendor Provided Residential Container Option

If the City chooses the "Vendor supplied container" option for the residential service, Waste Pro will provide a seamless transition to the new service. As your current hauler we have no need to rush the delivery of the containers over a few days. As soon as we deliver the new 96-gallon containers to a resident, they can begin using it. Within 15 days of execution of the new contract Waste Pro will order the +/- 25,000 96 gallons containers.

We have deployed many large container transitions in the past and we are experts at the process. As part of the purchase of the containers our vendor will be required to deliver the containers. The staging yard will be at our existing container maintenance facility off Nova Road in South Daytona. We currently have personnel, equipment and sufficient storage to facilitate the staging of containers. Any additional resources will be made ready for the delivery effort. Here are the highlights of the delivery plan:

- Issue purchase order for containers within 15 days of contract execution
- Develop delivery plan, communicate plan to City and obtain plan approval
- Develop communications plan to notify residents of the new service changes and delivery schedule to include new contract flyer, web postings and newspaper ads
- Monthly conference calls through September 15th with vendor and Transition Team to discuss order status and update delivery plans. After September 15th, conference call frequency will be weekly until the start of delivery and then will be conducted daily. Port Orange representatives are encouraged to join these calls
- Lease any additional equipment (forklifts, flatbeds, delivery trucks) to handle container off loading and delivery
- Develop delivery documentation process
- Initiate container deliveries, track progress v. plan and make any adjustments as required
- Provide Daily updates on deliveries to the City of Port Orange
- Schedule a project completion meeting when all containers have been delivered

Overall Transition Schedule

Task	Start Date	Comp. Date	Assigned to
Kickoff meeting with City Staff to discuss contract changes & overall requirements	10 days from Contract	10 days from Contract	Team
Equipment			
Order New Trucks	15 days from Contract	15-Oct	DeForest, Ginapp
Provide documented proof of ordered Vehicles and Containers	15 days from Contract	25 days from Contract	DeForest, Ginapp
Schedule in service and truck graphics	15-Oct	22-Oct	DeForest, Ginapp
Residential Carts			
Order residential containers if option selected by City	15 days from Contract	22-Oct	DeForest
Create residential container roll-out Schedule	1-May	8-May	DeForest
Review roll-out scheudle with City and make any adjustments	8-May	15-May	DeForest, City Staff
Obtain address list from the City	1-May	15-May	DeForest
Locate and identify staging areas for container delivery	complete	complete	DeForest
Container delivery from factory	1-Sep	15-Sep	DeForest
Delivery to homes	20-Sep	15-Oct	DeForest
Completion meeting with City Staff	15-Oct	15-Oct	DeForest
Routing			
Meet with City to review collection routing	1-Sep	1-Sep	DeForest.City Staff
Update all route maps for solid waste, yard waste and recycling routes	1-Sep	30-Sep	Deforest, Region Logistics
Review starting points for all residential routes	1-Sep	30-Sep	Deforest, Region Logistics
Review of the "hot list" including all side door service areas	1-Sep	1-Sep	DeForest.City Staff
Billing and Reporting			
Review Billing Process with City	2-Aug	2-Aug	DeForest, Lyons
Review monthly reporting including any required changes	2-Aug	2-Aug	DeForest, Lyons
Update prices in Waste Pro systems	1-Oct	1-Oct	DeForest, Lyons
Review Trac EZ reports for the City	2-Aug	2-Aug	DeForest, Lyons
Resident Communication & Education			
Meet with City to develop communication plan	1-Jun	1-Jun	DeForest, S.Dolan, City Staff
Review Solid Waste Flyers of scheduled Services	1-Jun	1-Jun	DeForest, S.Dolan, City Staff
Develop educational flyer demonstrating cart placement and use (if option chosen)	TBA	TBA	DeForest, S.Dolan, City Staff
Mail Educational Flyer and collection schedule	15-Oct	15-Oct	DeForest, Lyons

TAB F – BUSINESS LICENSES/SUNBIZ

1. Include copy of license to do business in the State of Florida or Sunbiz report showing your company registered as "Active" or appropriate qualified commercial entity licensed in the area specified in the scope of work.

   A copy of Waste Pro's State of Florida Certificate of Good Standing is included in this tabbed section.

2. Include a copy of any and all professional licenses and certifications as required to perform the services described herein and of the professional licenses for each team member.

   A copy of Waste Pro's Volusia County Business License is included in this tabbed section.

State of Florida
Department of State

I certify from the records of this office that WASTE PRO OF FLORIDA, INC. is a corporation organized under the laws of the State of Florida, filed on January 5, 2001.

The document number of this corporation is P01000003611.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on January 4, 2021, and that its status is active.

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

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fourth day of January, 2021

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

Secretary of State

Tracking Number: 7720033323CC

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

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

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

Volusia County
FLORIDA

Account # 200710120010 Expires: September 30, 2021
Business Location: 925 S CLYDE MORRIS BLVD

Business Name: WASTE PRO OF FL INC
Owner Name: JOHN JENNINGS
Mailing Address: 925 S CLYDE MORRIS BLVD
DAYTONA BEACH, FL 32114

BUSINESS TYPE	REQ DOC #	CODE	COUNT	TAX
Business Service		471	92	$150.00
Hazardous Waste Fee		820		$39.00

- 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:	08/27/2020
RECEIPT #:	BT 1-19-0006242
TOTAL TAX:	189.00
PENALTY:	0.00
TOTAL PAID:	189.00

200710120010

Business Name: WASTE PRO OF FL INC
Owner Name: JOHN JENNINGS
Mailing Address: 925 S CLYDE MORRIS BLVD
DAYTONA BEACH, FL 32114

Account # 200710120010 Expires: September 30, 2021
Business Location: 925 S CLYDE MORRIS BLVD

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

TAB G – FINANCIAL STABILITY/LITIGATION and DEBARMENT HISTORY

All Respondents 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.

Waste Pro shall supply a financial statement upon request for the last available fiscal year.

It is essential that the Proposal clearly demonstrates the financial ability to reliably deliver services. This Tab shall contain information on the nature and magnitude of any litigation or proceeding whereby, during the past five (5) years, a court or any administrative agency has ruled against the firm in any matter related to the professional activities of the firm. This shall include any class actions within your company where named, industry investigations by the Attorney General, in addition to individual cases.

None

This Tab shall contain information on the nature and magnitude of any debarment or proceeding during the past five (5) years against the firm in any matter related to the professional activities of the firm.

None

This shall include any debarment actions against your company by the City or other public entity.

None

Respondent must indicate whether any contract awarded by another government agency has been terminated in default or convenience.

None

Respondent has a continuing duty to inform the City of any new claims filed against the Respondent.

Waste Pro acknowledges its duty to inform the City of any new claims filed against it.

A copy of the most recent external peer review report and any letter of comment.

Waste Pro does not have an external peer review report.

TAB H – PROPOSAL COST

Total cost to provide all tasks of this proposal.

"ATTACHMENT 1" SCHEDULE OF UNIT PRICING
PROPOSAL FORM
CITY OF PORT ORANGE
RFP 21-01

Solid Waste Collection Services

Completed "Attachment 1" Schedule of Unit Pricing Bid form MUST be included with Request For Proposal 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:	Waste Pro of Florida, Inc.
CONTACT PERSON:	Erik Sankey
EMAIL ADDRESS:	Esankey@wasteprousa.com
AUTHORIZED SIGNATURE:	

ITEM	DESCRIPTION - PART A	Quantity of Customers	Monthly Cost Per Customer	EXTENDED AMOUNT
1	Residential Hand Pick-Up, Twice Per Week, Includes Bulk Pick-Up and Once Per Week Yard Waste Collection	24,195	$ 9.65	$233,482
2	Residential Curbside Recycling, One Time Per Week	24,195	$ 2.41	$58,310
3	Commercial Hand Pick-Up Twice Per Week, Includes Bulk Pick-Up and Once Per Week Yard Waste Collection	301	$ 30.14	$9,072
			TOTAL BASE BID (Part A):	$300,864

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Solid Waste Collection Services

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

NAME OF BUSINESS:	Waste Pro of Florida, Inc.
CONTACT PERSON:	Erik Sankey
EMAIL ADDRESS:	Esankey@wasteprousa.com
AUTHORIZED SIGNATURE:	

ITEM	DESCRIPTION - PART B	Quantity of Customers	Monthly Cost per Customer	EXTENDED AMOUNT
1	2 yd dumpster 1x per week	97	$ 79.70	$7,731
2	2 yd dumpster 2x per week	34	$ 148.29	$5,042
3	2 yd dumpster 3x per week	11	$ 216.88	$2,386
4	2 yd dumpster 4x per week	0	$ 285.47	$0
5	2 yd dumpster 5x per week	0	$ 354.06	$0
6	2 yd dumpster 6x per week	1	$ 422.65	$423
7	2 yd dumpster 7x per week	0	$ 491.24	$0
8	4 yd dumpster 1x per week	80	$ 103.55	$8,284
9	4 yd dumpster 2x per week	45	$ 195.98	$8,819
10	4 yd dumpster 3x per week	23	$ 288.42	$6,634
11	4 yd dumpster 4x per week	7	$ 380.86	$2,666
12	4 yd dumpster 5x per week	2	$ 473.29	$947
13	4 yd dumpster 6x per week	2	$ 565.73	$1,131
14	4 yd dumpster 7x per week	1	$ 658.16	$658

15	6 yd dumpster 1x per week	25	$ 127.39	$3,185
16	6 yd dumpster 2x per week	39	$ 243.68	$9,504
17	6 yd dumpster 3x per week	36	$ 359.96	$12,959
18	6 yd dumpster 4x per week	2	$ 476.24	$952
19	6 yd dumpster 5x per week	2	$ 592.52	$1,185
20	6 yd dumpster 6x per week	1	$ 708.81	$709
21	6 yd dumpster 7x per week	0	$ 825.09	$0
22	8 yd dumpster 1x per week	15	$ 151.24	$2,269
23	8 yd dumpster 2x per week	52	$ 291.37	$15,151
24	8 yd dumpster 3x per week	28	$ 431.50	$12,082
25	8 yd dumpster 4x per week	12	$ 571.63	$6,860
26	8 yd dumpster 5x per week	2	$ 711.76	$1,424
27	8 yd dumpster 6x per week	2	$ 851.88	$1,704
28	8 yd dumpster 7x per week	1	$ 992.01	$992
			TOTAL BASE BID (Part B):	$113,694

	DESCRIPTION - PART B	Unit Cost
1	extra pick up 2 yd dumpster	$ 75.00
2	extra pick up 4 yd dumpster	$ 75.00
3	extra pick up 6 yd dumpster	$ 75.00
4	extra pick up 8 yd dumpster	$ 75.00
5	flat rate pick up, cu yd	$ 75.00

"ATTACHMENT 1" SCHEDULE OF UNIT PRICING
PROPOSAL FORM
CITY OF PORT ORANGE
RFP 21-01

Solid Waste Collection Services

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NAME OF BUSINESS:	Waste Pro of Florida, Inc.
CONTACT PERSON:	Erik Sankey
EMAIL ADDRESS:	Esankey@wasteprousa.com
AUTHORIZED SIGNATURE:	

ITEM	DESCRIPTION - PART A Alternate 1 - Once Per Week - Customer Provided Container	Quantity of Customers	Monthly Cost Per Customer	EXTENDED AMOUNT
1	Residential Hand Pick-Up, Once Per Week, Includes Bulk Pick-Up and Once Per Week Yard Waste Collection	24,195	$ 8.02	$194,044
2	Residential Curbside Recycling, One Time Per Week	24,195	$ 2.41	$58,310
3	Commercial Hand Pick-Up Once Per Week, Includes Bulk Pick-Up and Once Per Week Yard Waste Collection	301	$ 28.51	$8,582
			TOTAL BASE BID (Part A, Alt 1):	$260,935

"ATTACHMENT 1" SCHEDULE OF UNIT PRICING
PROPOSAL FORM
CITY OF PORT ORANGE
RFP 21-01

Solid Waste Collection Services

Completed "Attachment 1" Schedule of Unit Pricing Bid form MUST be included with Request For Proposal 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:	Waste Pro of Florida, Inc.
CONTACT PERSON:	Erik Sankey
EMAIL ADDRESS:	Esankey@wasteprousa.com
AUTHORIZED SIGNATURE:	

ITEM	DESCRIPTION - PART A Alternate 2 - Once Per Week - Vendor Provided Container	Quantity of Customers	Monthly Cost Per Customer	EXTENDED AMOUNT
1	Residential Hand Pick-Up, Once Per Week, Includes Bulk Pick-Up and Once Per Week Yard Waste Collection	24,195	$ 8.81	$213,158
2	Residential Curbside Recycling, One Time Per Week	24,195	$ 2.41	$58,310
3	Commercial Hand Pick-Up Once Per Week, Includes Bulk Pick-Up and Once Per Week Yard Waste Collection	301	$ 29.30	$8,819
			TOTAL BASE BID (Part A, Alt 2):	$280,287

TAB I – CORPORATE OVERVIEW AND REFERENCES

Provide general information on your firm history in the industry; provide a list of no less than three (3) references, including full contact information and contact persons illustrating a minimum of five (5) years' relevant services that are the same or similar to the magnitude of the bid. Detailed financial statement shall be prepared upon request.

Firm History in the Industry

Founded in 2001 by industry legend John J. Jennings, Waste Pro became known as a "people" company from the beginning because our employees and our customers worked hand in hand to create a "Distinguishable Difference" in the waste industry. John Jennings, the son of a garbageman on Long Island, started his first waste collection company in 1973, with no thought of how large the company could become – he knew only that his customers paid for a service and he wanted to provide the best service he could. He wanted to distinguish himself from the competition. And he did! Business began to grow and expand in residential and commercial waste services in Central Florida. By 1992, Jennings Environmental Services had rapidly expanded through organic growth and acquisitions.

John Jennings met John Drury, then a Regional Vice President for BFI, in 1979. John Drury later became President of BFI and subsequently Chairman and CEO of USA Waste Services, Inc. (USA). As both companies grew, a professional friendship developed between the two men leading to a transaction in 1996 in which Jennings Environmental Services became the first-tier subsidiary of USA under the leadership of John Jennings in Florida and the Caribbean. Jennings Environmental Services and USA grew rapidly and, in fact, acquired Waste Management, Inc. in July of 1998. Because Waste Management dwarfed USA in size, the board of directors elected to change the USA name to Waste Management.

The Jennings Team was, and remains today, comprised of individuals who prefer day-to-day contact with both our employees and our customers. Our philosophy is drastically different than the corporate bureaucratic makeup of the big national companies. Our preference to deal with local vendors was deemed unacceptable. Our personal touch with our employees and their families was thought to be old-fashioned.

References

Current Waste Pro Collection Projects					
City	Contact	Start Date	Contract	Services	# Homes
Deltona	Dr. Marc-Antonie Cooper Assistant City Manager 386-878-8852 mcooper@deltonafl.gov	Jan 1. 2005	Exclusive Franchise	residential garbage, bulk, yard waste & recycling Commercial containers Roll off	34,869
Daytona Beach	Andrew Holmes Public Works Director 386-671-8750 holmesandrew@codb.us	Oct. 1 2007	Exclusive Franchise	residential garbage, bulk, yard waste & recycling Commercial containers Roll off Special Event Services	19,016
Ormond Beach	Kevin Gray Deputy Public Works Director 386-676-3577 kevin.gray@ormondbeach.org	Oct. 1 2007	Exclusive Franchise	residential garbage, bulk, yard waste & recycling Commercial containers Roll off Transfer Station	17,542
New Smyrna Beach	Khalid Resheidat City Manager 386-410-2610 kresheidat@cityofnsb.com	Oct. 1 2007	Exclusive Franchise	residential garbage, bulk, yard waste & recycling Commercial containers Roll off Special Event Services	15,969

Detailed Financial Statement

Waste Pro shall provide a detailed financial statement upon request by the City.

TAB J – REQUIRED FORMS

Include all required City of Port Orange forms. FAILURE TO PROVIDE ALL INFORMATION listed on each form may result in the rejection of your proposal or a reduction in evaluation points. Required forms include:

Form 9.1	Proposal Submittal Checklist
Form 9.2	Proposer's Acknowledgement Form
Form 9.3	Addendum and Change Order Procedure Acknowledgement Form
Form 9.4	Drug-Free Preference Statement
Form 9.5	Sworn Statement on Public Entity Crimes
Form 9.6	Affidavit of Anti-Collusion Form
Form 9.7	Statement of Qualifications
Form 9.8	Professional References for Previous Experience
Form 9.9	Local Business Affidavit of Eligibility
	Schedule of Unit Pricing Sheet
	Bid Bond

SECTION 9 – REQUIRED FORMS

FORM 9.1 – PROPOSAL SUBMITTAL CHECKLIST

✓ Form 9.2 – Proposer's Acknowledgement

✓ Form 9.3 – Addendum and Change Order Procedure Acknowledgement

✓ Form 9.4 – Drug Free Preference Statement

✓ Form 9.5 – Public Entity Crimes Statement

✓ Form 9.6 – Affidavit of Anti-Collusion

✓ Form 9.7– Statement of Qualifications

✓ Form 9.8 – Professional References for Previous Experience

✓ Form 9.9 – Local Business Affidavit of Eligibility

✓ Bid Bond

✓ Copy of License (Contractor, Sunbiz, etc.)

✓ Submission of one (1) original marked "ORIGINAL" and one (1) digital (CD or flash drive) version in PDF format.

BY: Erik Sankey, Regional Vice President

Name of Business Waste Pro of Florida, Inc.

Authorized Signature

1-25-21

Date

This document must be completed and returned with your Submittal

FORM 9.2 – PROPOSER'S ACKNOWLEDGEMENT FORM

I have carefully examined the Request for Proposals (RFP), Instructions to Proposers, 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 Request for Statement of Qualifications at the prices or rates as finally negotiated. I agree that my Proposal 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 Proposal. Furthermore, I agree to Proposal by all conditions of the Request for Proposals.

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

I further certify that this Proposal is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Proposal for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Proposer interested in said RFP; and that the undersigned executed this Proposer'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 RFP.

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 Proposal non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE PROPOSAL IS SUBMITTED:

Please check one: [✓] NO exceptions. [ ] Exceptions (list below; add additional pages if necessary):

_____

_____

Waste Pro of Florida, Inc.
NAME OF BUSINESS

925 S. Clyde Morris Blvd.
MAILING ADDRESS

AUTHORIZED SIGNATURE

Daytona Beach, FL 32115
CITY, STATE & ZIP CODE

Erik Sankey, Regional Vice President
NAME, TITLE, TYPED

407-774-0800 / 407-786-0800
TELEPHO NE NUMBER / FAX NUMBER

59-3701785
FEDERAL IDENTIFICATION #

ESankey@wasteprousa.com
E-MAIL ADDRESS

STATE OF Florida COUNTY OF Seminole

The foregoing instrument was acknowledged before me this day of Jan 25, 2021 by Erik Sankey, Regional Vice President, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires: 8/3/21

Notary Public State of Florida
Donna J Hardy
My Commission GG 131421
Expires 08/03/2021

Notary Public

This document must be completed and returned with your Submittal

FORM 9.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Request for Proposals (RFP), Instructions to Proposers, General and/ or Special Conditions, Specifications, and any other documents accompanying or made a part of this Request for Statement of Qualifications.

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 Proposal form.

Addendum # 1 Date: 12/29/20 Addendum # 3 Date: 01/20/21

Addendum # 2 Date: 01/05/21 Addendum # 4 Date: 01/21/21

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:

****

Waste Pro of Florida, Inc.
Name of Business

By: _____
Printed Name: Erik Sankey
Title: Regional Vice President

STATE OF Florida
COUNTY OF Seminole

Sworn to (or affirmed) and subscribed before me this 25 day of January, 2021, by Erik Sankey (NAME), as Regional Vice President (TITLE) of Waste Pro of Florida, Inc. (NAME OF ORGANIZATION) and who:

[Notary: Please select one]

☑ is personally known to me; or

☐ has produced _____ as identification.

Notary Public State of Florida
Donna J Haidy
My Commission GG 131421
Expires 08/03/2021

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

This document must be completed and returned with your Submittal

FORM 9.4 – DRUG-FREE PREFERENCE STATEMENT

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 take n 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 Proposal 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 Proposal, 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 soconvicted.

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.

Waste Pro of Florida, Inc.
Name of Business

By: _____
Printed Name: Erik Sankey
Title: Regional Vice President

STATE OF Florida
COUNTY OF Seminole

Sworn to (or affirmed) and subscribed before me this 25 day of January, 2021, by Erik Sankey (NAME), as Regional Vice President (TITLE) of Waste Pro of Florida, Inc. (NAME OF ORGANIZATION) and who:

[Notary: Please select one]

☑ is personally known to me; or

☐ has produced _____ as identification.

_____
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Donna J Hardy
Notary Public State of Florida
My Commission GG 131421
Expires 08/03/2021

This document must be completed and returned with your Submittal

FORM 9.5 – 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 Erik Sankey, who, being by me first duly sworn, made the following statement:

1. The business address of 925 S. Clyde Morris Blvd. Daytona Beach, FL 32114 (name of Offeror or business) is Waste Pro of Florida, Inc.

2. My relationship to Waste Pro of Florida, Inc. (name of Offeror or business) is Regional Vice President (relationship such as sole proprietor, partner, president, vice-president).

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.

5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)

7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted Proposer list. The name of the convicted person or affiliate is NONE - N / A. 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.)**

Waste Pro of Florida, Inc.
Name of Business

By: _____
Printed Name: Erik Sankey
Title: Regional Vice President

STATE OF Florida
COUNTY OF Seminole

Sworn to (or affirmed) and subscribed before me this 25 day of January, 2021, by Erik Sankey, as Regional Vice President of Waste Pro of Florida, Inc. and who:

[Notary: Please select one]

☑ is personally known to me; or

☐ has produced _____ as identification.

Notary Public State of Florida
Donna J Hardy
My Commission GG 131421
Expires 08/03/2021

_____
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 9.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT PROPOSAL FORM:

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

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

IT IS AGREED BY THE UNDERSIGNED PROPOSER THAT THE SIGNING AND DELIVERY OF THE PROPOSAL REPRESENTS THE PROPOSER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE PROPOSERS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: Waste Pro of Florida, Inc.

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

PRINTED SIGNATURE: Erik Sankey

TITLE: Regional Vice President

ADDRESS: 925 S. Clyde Morris Blvd.

CITY: Daytona Beach STATE: Florida ZIP CODE: 32114

TELEPHONE: 407-774-0800 FAX: 407-786-0800

COMPLETIONTIME: _____

F.E.I.N. NUMBER: 59-3701785

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

NO PROPOSAL(REASON): N / A

This document must be completed and returned with your Submittal

FORM 9.7 – STATEMENT OF QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 9.7 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 Proposer.
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: $ 131 million
O. Give bank reference: Wells Fargo Boaz Slomowitz 212-545-4267
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 Qualifications.

All requested information is provided on attached Form 9.7 - Statement of Qualifications continuation sheet immediately following this page.

Waste Pro of Florida, Inc.
Name of Business
By: _____
Printed Name: Erik Sankey
Title: Regional Vice President

STATE OF Florida
COUNTY OF Seminole

Sworn to (or affirmed) and subscribed before me this 25 day of January, 2021, by Erik Sankey, as Regional Vice President of Waste Pro of Florida, Inc. and who

[Notary: Please select one]
☑ is personally known to me or
☐ has produced as identification.

Notary Public State of Florida
Donna J Hardy
My Commission GG 131421
Expires 08/03/2021

Donna J Hardy
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration: 8/3/21

This document must be completed and returned with your Submittal

(Attachment to Form 9.7 – Statement of Qualifications)

A. Name of Proposer.
Waste Pro of Florida, Inc.

B. Permanent main office address.
Corporate Headquarters
2101 W. State Road 434
Longwood, Florida 32779

C. Date organized.
January 5, 2001

D. If a corporation, where incorporated.
State of Florida

E. How many years have you been engaged in the contracting business under your present firm or trade name?
20

F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)

Municipality	Contract Start	Term	Contract end	Annual $
Daytona Beach	10/1/2012	10 yrs	9/30/2022	$6,505,968.00
Daytona Beach Shores	7/23/2013	6 yrs	9/30/2026	$1,167,685.20
Debary	1/1/2012	7 yrs	12/31/2024	$1,231,344.84
Deltona	10/1/2019	7 yrs	9/30/2026	$5,688,000.00
Holly Hill	9/1/2017	10 yrs	9/30/2027	$2,020,643.64
Lake Helen	10/1/2007	10 yrs	9/30/2022	$251,231.16
New Smyrna Beach	10/1/2011	5 yrs	9/30/2021	$5,140,056.00
Oak Hill	1/1/2011	7 yrs	10/31/2025	$206,900.16
Ormond Beach	10/1/2014	5 yrs	9/30/2024	$6,071,520.00
Ponce Inlet	10/1/2019	5 yrs	9/30/2024	$356,826.60
Port Orange	11/1/2011	5 yrs	10/31/2021	$4,995,781.68
South Daytona	10/1/2012	5 yrs	9/30/2027	$1,758,200.76

G. General character of work performed by your company. Waste Collection, recycling, and disposal.

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 projects listed in Item F above. All of these projects continue to be ongoing.

K. List your major equipment currently owned or leased. As related to this Proposal, please see Equipment lists in Tab D of this Proposal

L. Experience in work similar to this type of project. Please see list included with Attachment to Form 9.8.

M. Background and experience of the principal members of your organization, including the officers. Please see information contained in Tab B – Executive Summary of this Proposal.

N. Credit currently available: $131 million

O. Give bank reference: Wellls Fargo – Boaz Slomowitz: 212-545-4267

P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Yes

FORM 9.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

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

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

(Do not include the City of Port Orange)

1. Company Name: City of Deltona
   Contact Person: Mark -Antonie Cooper, Assistant City Manager
   City, State: Deltona, Florida
   Telephone Number: 386-878-8852
   Email Address: mcooper@deltonafl.gov
   Description of goods or
   Services provided: resi trash, bulk, yard waste & recycle, commercial containers, roll-off 34,869 homes
   Contract Amount:
   Start/End Date of Contract: Jan 1, 2005 - present

2. Company Name: Daytona Beach, Florida
   Contact Person: Andrew Holmes, Public Works Director
   City, State: Daytona Beach, Florida
   Telephone Number: 386-671-8750
   Email Address: holmesandrew@codb.us
   Description of goods or
   Services provided: resi trash, bulk, yard waste & recycle, commercial containers, roll- off 19,016 homes
   Contract Amount:
   Start/End Date of Contract: October 1, 2007 - present

3. Company Name: City of Ormond Beach
   Contact Person: Kevin Gray, Deputy Public Works Director
   City, State: Ormond Beach, Florida
   Telephone Number: 386-676-3577
   Email Address: kevin.gray@ormondbeach.org
   Description of goods or
   Services provided: resi trash, bulk, yard waste, comm containers, roll off, transfer station 17,542 homes
   Contract Amount:
   Start/End Date of Contract: October 1, 2014 - present

This document must be completed and returned with your Submittal.

(Form 9.8 – Professional References for Previous Experience Page 2)

LISTING OF PREVIOUS EXPERIENCE

Commercial Client List

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

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

	Contact Name	Phone	Current Client? Y or N	Number of years' service provided	Descript ion of service
1	Please see attached list				
2					
3					

This document must be completed and returned with your Submittal.

(Attachment to Form 9.8 – Professional References for Previous Experience Page 2)

City of Jacksonville
Chief of Solid Waste, Will Williams
1031 Superior Street
Jacksonville, FL 32254
Phone: 904-254-7500
Email: willw@coj.net
Description of work: Once per week collection of solid waste, yard waste, recycled goods & bulk (w/carts)
House Count: 76,000
Contract: 10/2007- present

Seminole County, Florida
Deputy County Manager, Tricia Johnson
1101 E. First Street
Sanford, Florida 32771
407-665-724
tajohnson@seminolecountyfl.gov
Description of work: Twice per week collection of solid waste, once per week yard waste, recycled goods & bulk (w/o carts)
House Count Area 1: 23,800
House Count Area 3: 24,500
Contract: 2010-present

City of Winter Park, Florida
Michelle Del Valle, Assistant City Manager
401 Park Avenue South
Winter Park, FL 32789
Phone: 407-599-3236
Email: mdelvalle@cityofwinterpark.org
Description of Work: Twice a week solid waste, once per week recycle and yard (w/carts)
House count: 9,733
Contract Start Date: 05/01/2009 -current

City of Winter Springs, Florida
Shawn Boyle, City Manager
1126 East State Road 434
Winter Springs, FL 32708
Phone: 407-327-5957
Email: sboyle@winterspringsfl.com
Description of Work: Twice a week solid waste, once per week recycle and yard waste (w/carts) waste and commercial
House count: 11,419
Contract Start Date: 03/01/2006 - current

FORM 9.9 – 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)*: RFP #21-01 Solid Waste Collection and Disposal Services

BUSINESS NAME: Waste Pro of Florida, Inc. CONTACT PERSON/TITLE: Erik Sankey, Regional Vice MAILING ADDRESS: 925 S. Clyde Morris Blvd.

CITY-STATE-ZIP: Daytona Beach, FL 32115 Length of Time at Address Provided: _____

Physical Presence of Business: 925 S. Clyde Morris Blvd. Daytona Beach, FL 32114 Facility, or Franchise

And within Legal Boundaries: [ ] Port Orange [✓] Volusia County of

Florida FEIN *(Federal Employer Identification Number)*: 59-3701785

BUISINESS STRUCTURE: [✓] Corporation Partnership Proprietorship

Other (Specify): _____

PHONE NUMBER: 407-774-0800 FAX: 407-786-0800

EMAIL: ESankey@wasteprousa.com

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

ATTESTATION – I understand that:

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

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

Waste Pro of Florida, Inc.
Name of Business

By: _____

Printed Name: Erik Sankey

Title: Regional Vice President

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization, this 25 day of January, 2021 by Erik Sankey, as Regional Vice President of Waste Pro of Florida, Inc., a Florida Corporation. He or she is [✓] personally known or [ ] produced _____ as identification.

_____

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Notary Public State of Florida
Donna J Hardy
My Commission GG 131421
Expires 08/03/2021

This document must be completed and returned with your Submittal

"ATTACHMENT 1" SCHEDULE OF UNIT PRICING
PROPOSAL FORM
CITY OF PORT ORANGE
RFP 21-01

Solid Waste Collection Services

Completed "Attachment 1" Schedule of Unit Pricing Bid form MUST be included with Request For Proposal 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:	Waste Pro of Florida, Inc.
CONTACT PERSON:	Erik Sankey
EMAIL ADDRESS:	Esankey@wasteprousa.com
AUTHORIZED SIGNATURE:	

ITEM	DESCRIPTION - PART A	Quantity of Customers	Monthly Cost Per Customer	EXTENDED AMOUNT
1	Residential Hand Pick-Up, Twice Per Week, Includes Bulk Pick-Up and Once Per Week Yard Waste Collection	24,195	$ 9.65	$233,482
2	Residential Curbside Recycling, One Time Per Week	24,195	$ 2.41	$58,310
3	Commercial Hand Pick-Up Twice Per Week, Includes Bulk Pick-Up and Once Per Week Yard Waste Collection	301	$ 30.14	$9,072
			TOTAL BASE BID (Part A):	$300,864

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NAME OF BUSINESS:	Waste Pro of Florida, Inc.
CONTACT PERSON:	Erik Sankey
EMAIL ADDRESS:	Esankey@wasteprousa.com
AUTHORIZED SIGNATURE:	

ITEM	DESCRIPTION - PART B	Quantity of Customers	Monthly Cost per Customer	EXTENDED AMOUNT
1	2 yd dumpster 1x per week	97	$ 79.70	$7,731
2	2 yd dumpster 2x per week	34	$ 148.29	$5,042
3	2 yd dumpster 3x per week	11	$ 216.88	$2,386
4	2 yd dumpster 4x per week	0	$ 285.47	$0
5	2 yd dumpster 5x per week	0	$ 354.06	$0
6	2 yd dumpster 6x per week	1	$ 422.65	$423
7	2 yd dumpster 7x per week	0	$ 491.24	$0
8	4 yd dumpster 1x per week	80	$ 103.55	$8,284
9	4 yd dumpster 2x per week	45	$ 195.98	$8,819
10	4 yd dumpster 3x per week	23	$ 288.42	$6,634
11	4 yd dumpster 4x per week	7	$ 380.86	$2,666
12	4 yd dumpster 5x per week	2	$ 473.29	$947
13	4 yd dumpster 6x per week	2	$ 565.73	$1,131
14	4 yd dumpster 7x per week	1	$ 658.16	$658

15	6 yd dumpster 1x per week	25	$ 127.39	$3,185
16	6 yd dumpster 2x per week	39	$ 243.68	$9,504
17	6 yd dumpster 3x per week	36	$ 359.96	$12,959
18	6 yd dumpster 4x per week	2	$ 476.24	$952
19	6 yd dumpster 5x per week	2	$ 592.52	$1,185
20	6 yd dumpster 6x per week	1	$ 708.81	$709
21	6 yd dumpster 7x per week	0	$ 825.09	$0
22	8 yd dumpster 1x per week	15	$ 151.24	$2,269
23	8 yd dumpster 2x per week	52	$ 291.37	$15,151
24	8 yd dumpster 3x per week	28	$ 431.50	$12,082
25	8 yd dumpster 4x per week	12	$ 571.63	$6,860
26	8 yd dumpster 5x per week	2	$ 711.76	$1,424
27	8 yd dumpster 6x per week	2	$ 851.88	$1,704
28	8 yd dumpster 7x per week	1	$ 992.01	$992
			TOTAL BASE BID (Part B):	$113,694

	DESCRIPTION - PART B	Unit Cost
1	extra pick up 2 yd dumpster	$ 75.00
2	extra pick up 4 yd dumpster	$ 75.00
3	extra pick up 6 yd dumpster	$ 75.00
4	extra pick up 8 yd dumpster	$ 75.00
5	flat rate pick up, cu yd	$ 75.00

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CITY OF PORT ORANGE
RFP 21-01

Solid Waste Collection Services

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NAME OF BUSINESS:	Waste Pro of Florida, Inc.
CONTACT PERSON:	Erik Sankey
EMAIL ADDRESS:	Esankey@wasteprousa.com
AUTHORIZED SIGNATURE:	

ITEM	DESCRIPTION - PART A Alternate 1 - Once Per Week - Customer Provided Container	Quantity of Customers	Monthly Cost Per Customer	EXTENDED AMOUNT
1	Residential Hand Pick-Up, Once Per Week, Includes Bulk Pick-Up and Once Per Week Yard Waste Collection	24,195	$ 8.02	$194,044
2	Residential Curbside Recycling, One Time Per Week	24,195	$ 2.41	$58,310
3	Commercial Hand Pick-Up Once Per Week, Includes Bulk Pick-Up and Once Per Week Yard Waste Collection	301	$ 28.51	$8,582
			TOTAL BASE BID (Part A, Alt 1):	$260,935

"ATTACHMENT 1" SCHEDULE OF UNIT PRICING
PROPOSAL FORM
CITY OF PORT ORANGE
RFP 21-01

Solid Waste Collection Services

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

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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:	Waste Pro of Florida, Inc.
CONTACT PERSON:	Erik Sankey
EMAIL ADDRESS:	Esankey@wasteprousa.com
AUTHORIZED SIGNATURE:	

ITEM	DESCRIPTION - PART A Alternate 2 - Once Per Week - Vendor Provided Container	Quantity of Customers	Monthly Cost Per Customer	EXTENDED AMOUNT
1	Residential Hand Pick-Up, Once Per Week, Includes Bulk Pick-Up and Once Per Week Yard Waste Collection	24,195	$ 8.81	$213,158
2	Residential Curbside Recycling, One Time Per Week	24,195	$ 2.41	$58,310
3	Commercial Hand Pick-Up Once Per Week, Includes Bulk Pick-Up and Once Per Week Yard Waste Collection	301	$ 29.30	$8,819
			TOTAL BASE BID (Part A, Alt 2):	$280,287

Willis Towers Watson

Telephone: 404-302-3838
Fax: 404-224-5001
Website: www.willistowerswatson.com
E-mail: lisa.pless@WillisTowersWatson.com

January 20, 2021

Waste Pro of Florida, Inc.
Attn: Rich Meinert
925 S. Clyde Morris Blvd
Daytona Beach, FL 32114

RE: **Bid Bond for: Request for Proposal #21-01 – Solid Waste Collection and Disposal Services City of Port Orange, FL**
Bid Date: 1/25/2021

We are pleased to provide the attached proposal documents which you requested. This bond letter has been executed based upon the information we received from your office.

We urge you to check all documents, including signatures, dates, amounts, job description, Power of Attorney and any other attachments to avoid the possibility of having a low bid rejected. Additionally, please verify that the proposal letter attached meets the required specifications.

The Bid authorization is based upon your original estimates. If the amount exceeds this estimate by 10% or more, the bond must be reauthorized by the surety. Please contact us for additional authority.

Your proposal results are very important. Please send your proposal results to my email address shown above as soon as they are available.

Thank you for the opportunity to service your surety needs. Should you have any questions, please do not hesitate to contact me or any member of your Willis surety team.

Sincerely,

Lisa A. Pless

Lisa A. Pless

Willis Towers Watson Southeast, Inc.
5 Concourse Pkwy, 18th Floor
Atlanta, GA 30328

BID BOND

Bond No.:

KNOW ALL MEN BY THESE PRESENTS that Waste Pro of Florida, Inc., as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 925 S. Clyde Morris Blvd, Daytona Beach, FL 32114, Tel.: (386) 788-8890, (hereinafter called "PRINCIPAL"), and United States Fire Insurance Company, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 305 Madison Avenue, Morristown, NJ 07962, Tel.: (973) 490-6600 (hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel.: (386) 506-5501, (hereinafter called "OBLIGEE" or "CITY"), in the penal sum of Two Hundred Fifty Thousand Dollars and 00/100 dollars and (XX)/100 ($ $250,000.00), lawful money of the United States, for the payment of which sum shall and truly be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated January 25, 2021, for:

Project Name / Bid No.: RFP #21-01 Solid Waste Collection and Disposal Services

Project Address: 1000 City Center Circle, Port Orange, FL 32129

Legal Description: Solid Waste Collection and Disposal Services

Description of Work: The City of Port Orange is soliciting sealed Proposals to perform Citywide services for the Collection and Disposal of Solid Waste, Yard Waste and Recyclable Materials.

NOW, THEREFORE,

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

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

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals, this 20th day of January, A.D. 2021, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

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

PRINCIPAL: Waste Pro of Florida, Inc.

John Jennings

Signature

John Jennings, Chairman

Corporate Officer & Title

ATTEST:

Sean M Jennings

Signature

Sean M Jennings

Corporate Secretary (Affix Corporate Seal)

WITNESSESS:

NA

NA

SURETY: United States Fire Insurance Company

Lisa A. Pless

Attorney-in-Fact (signature)

Lisa A. Pless, Attorney-in-Fact

Name & Title

Caroline Kristin Lamarre Berton

Name of Local Resident Agent

Miami, FL 33131

City, State, Zip

(305) 421-6233

Telephone:

A.M. Best No.: 002136 *NAIC No. :* 21113

ATTEST: Ann Hamby

Ann Hamby

Signature

Corporate Secretary (Affix Corporate Seal)

STATE OF Georgia

COUNTY OF Cobb

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

Lisa A. Pless

Signature of Affiant

Sworn to / Affirmed and subscribed before me this 20th *day of* January, 2021, *by* Lisa A. Pless, *who is personally known to me or who produced* N/A *as identification.*

OFFICIAL SEAL
CHAUN M WILSON
Notary Public, Georgia
COBB COUNTY
My Commission Expires
July 14, 2024

Chaun M Wilson

NOTARY PUBLIC -- STATE OF GEORGIA

Type or print name: Chaun M. Wilson

Commission No.: N/A

Commission Expires: July 14, 2024

(Seal)

END OF BID BOND

This document must be completed and returned with your Submittal

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

81374

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Lisa A. Pless, Chaun M. Wilson, Ann Hamby, Pamela Pratt, Joshua McDaniel

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Fifty Million Dollars ($50,000,000)**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2021.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

> Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:
>
> (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
> (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.
>
> Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 10th day of March, 2016.

UNITED STATES FIRE INSURANCE COMPANY

A.R.S.

Anthony R. Slimowicz, Executive Vice President

State of New Jersey}
County of Morris }

On this 10th day of March 2016, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

SONIA SCALA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 3/25/2024
No. 2163686

Sonia Scala

Sonia Scala (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 20th day of January 2021

UNITED STATES FIRE INSURANCE COMPANY

Daniel Sussman

Daniel Sussman, Senior Vice President

UNITED STATES FIRE INSURANCE COMPANY

1209 ORANGE STREET, WILMINGTON, DELAWARE 19801

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2019

ASSETS

Bonds (Amortized Value)		1,378,263,278
Preferred Stocks (Market Value)		2,500,000
Common Stocks (Market Value)		1,285,247,627
Mortgage Loans (Market Value)		4,575,000
Cash, Cash Equivalents, and Short Term Investments		669,919,204
Derivatives		7,268,292
Other Invested Assets		263,067,722
Investment Income Due and Accrued		12,069,093
Premiums and Considerations		307,501,153
Amounts Recoverable from Reinsurers		41,921,190
Funds Held by or Deposited with Reinsured Companies		18,044,399
Current Income Taxes Recoverable		3,123,199
Net Deferred Tax Asset		170,616,521
Electronic Data Processing Equipment		2,530,714
Receivables from Parent, Subsidiaries and Affiliates		189,801,729
Other Assets		88,380,069
TOTAL ASSETS	$	4,444,829,190

LIABILITIES, SURPLUS & OTHER FUNDS

Losses (Reported Losses Net of Reinsurance Ceded and Incurred But Not Reported Losses)		1,608,110,571
Reinsurance Payable on Paid Losses and Loss Adjustment Expenses		99,388,149
Loss Adjustment Expenses		382,336,986
Commissions Payable, Contingent Commissions and Other Similar Charges		6,450,761
Other Expenses (Excluding Taxes, Licenses and Fees)		58,812,009
Taxes, Licenses and Fees (Excluding Federal Income Taxes)		24,123,914
Unearned Premiums		622,338,241
Advance Premium		10,107,620
Ceded Reinsurance Premiums Payable		40,131,540
Funds Held by Company under Reinsurance Treaties		30,307,801
Amounts Withheld by Company for Account of Others		87,984,822
Provision for Reinsurance		1,244,113
Payable to Parent, Subsidiaries and Affiliates		4,801,800
Other Liabilities		62,614,441
TOTAL LIABILITIES	$	3,038,752,768
Common Capital Stock		14,943,000
Gross Paid In and Contributed Surplus		1,374,911,940
Unassigned Funds (Surplus)		16,221,482
Surplus as Regards Policyholders		1,406,076,422
TOTAL LIABILTIIES, SURPLUS & OTHER FUNDS	$	4,444,829,190

I, Carmine Scaglione, Senior Vice President and Controller of UNITED STATES FIRE INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2019, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of Delaware.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 3rd day of March, 2020.
UNITED STATES FIRE INSURANCE COMPANY

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

CAROLINE KRISTIN LAMARRE BERTON

License Number : P143952

Resident Insurance License

- 0220 - GENERAL LINES (PROP & CAS)

Issue Date

04/26/2008

Please Note: A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at https://dice.fldfs.com. To validate the accuracy of this license you may review the individual license record under "Licensee Search" on the Florida Department of Financial Services website at http://www.MyFloridaCFO.com/Division/Agents

Jimmy Patronis
Chief Financial Officer
State of Florida

TAB K – OTHER

City of South Daytona

Office of the City Manager
Post Office Box 214960 • South Daytona, FL 32121 • 386/322-3010 • FAX 386/322-3008

January 14, 2021

RE: WASTE PRO LETTER OF RECOMMENDATION

The City of South Daytona has utilized the solid waste collection services of Waste Pro for the last 15 years. During that time, Waste Pro has provided a dependable and reliable service to our residents and commercial property owners. The thoroughness of their collection efforts affords the City an opportunity to complete other tasks instead of tracking collections on pickup days.

Waste Pro keeps their fleet in excellent condition to avoid unnecessary hydraulic spills and an unsightly appearance which enhances the public's view of solid waste collection not only for their company but for the City of South Daytona as well.

Communication is the key to any partnership and the staff at Waste Pro has always been available to address resident issues in a timely, efficient manner. During extreme weather events, Waste Pro has offered their services to assist with our post-recovery cleanup operations.

Waste Pro has been a very good partner with the City of South Daytona by participating in events such as our grilling competition and memorial golf tournament. The extra effort they put into customer service and their partnership continues to make the City of South Daytona a nice place to live, work and play.

If you should have any questions or wish to discuss our experience with Waste Pro further, please do not hesitate to contact me.

Sincerely,

James L. Gillis, Jr.
City Manager

CITY of DeBARY
www.debary.org

January 12, 2021

To: Whom It May Concern

It is my honor and privilege to provide Waste Pro USA a letter of recommendation for residential household waste and recycling services.

Waste Pro USA has been under contract with the City of DeBary for 16 years, and has provided excellent service for our community. The scope of service includes household refuse collection, disposal of recyclable material, and residential yard waste. This past year Waste Pro USA collected 11,535 tons of solid waste which includes household garbage and yard waste, and 1,205 tons of recycling.

In addition to the standard scope of service, Waste Pro USA has enhanced our response with emergency debris management. After Hurricane Irma, Waste Pro USA was asked to assist with debris clean up within the city. Waste Pro USA was instrumental in expediting our first push and first debris pick up. The equipment and staff were utilized in confined areas of the city where larger debris vehicles couldn't gain access. The thoroughness and speed of the debris clean-up operation made it possible to expand their duties to other parts of the city thereby shortening our debris operations by at least four weeks.

Waste Pro USA also supports special events sponsored by the city ranging from Parks and Recreation events to Household Hazardous Clean Up events. Waste Pro USA staff have been receptive and helpful in resolving residents' complaints, and have been able to maintain a high level of service as the city continues to grow.

You will not find a better qualified or more dedicated firm capable of providing the high level of service and support for your community. Staff at every level of the organization are professional, competent, and hard-working. They have assisted the City of DeBary for many years, and are currently under contract for their continued contract services.

Alan Williamson

Alan Williamson
Public Work Director
City of DeBary

16 Colomba Road, DeBary, Florida 32713 · Tel: 386.66[illegible]040 · Fax: 386.668.4122 · *Like us on Facebook*

HOLLY HILL
FLORIDA

CITY OF HOLLY HILL
1065 Ridgewood Avenue Holly Hill, Florida 32117
www.hollyhillfl.org

Building, Zoning, Licensing & Inspections
386-248-9442
Fax 386-248-9498

City Clerk
386-248-9441
Fax 386-248-9448

City Manager
386-248-9425
Fax 386-248-9448

Economic Development
386-248-9424
Fax 386-248-9448

Finance
386-248-9427
Fax 386-248-9448

Human Resources
386-248-9440
Fax 386-248-9448

Information Technology
386-248-9449
Fax 386-248-9448

Public Works
386-248-9463
Fax 386-248-9499

Recreation
386-248-9460
Fax 386-248-9446

Utility Billing
386-248-9432
Fax 386-248-9448

January 11, 2021

Subject:

To Whom It May Concern:

The City of Holly Hill has had Waste Pro as the solid waste removal contractor for all of solid waste throughout the city of Holly Hill since Sept, 2017 with a term of 10 years.

Since the execution of this contract, Waste Pro has completed all of the tasks required to the satisfaction of the City along with being responsive to all of the city requests in a timely manner.

During the past 3.5 years the city has determined that Waste Pro has been performing all of the tasks under the contract with the city. The city has also determined that Waste Pro has fulfilled all of their duties and consider them as a contractor with good standing with the city of Holly Hill.

Please let me know if you need any other information.

Sincerely

Antoine Khoury

Antoine Khoury P.E.
City Engineer/Public Works Director

PORT ORANGE
SOUTH DAYTONA
CHAMBER OF COMMERCE
COLLABORATE. DEVELOP. ADVOCATE.

3431 RIDGEWOOD AVENUE
PORT ORANGE, FL 32129
386-761-1601
WWW.PSCHAMBER.COM

January 14, 2021

Mayor Don Burnette
Port Orange City Council
Jamie Miller, Acting City Manager
City of Port Orange
1000 City Center Circle

Re: Wastepro Contract

On behalf of the Port Orange South Daytona Chamber of Commerce, please accept this as a recommendation for the continuation of the City's contract with WastePro. WastePro has been a very good community partner over the last several years, and a supportive Chamber member. We appreciate their dependable service to the City.

Thank you for keeping Port Orange on the cutting edge! We appreciate all you do for the citizens.

Debbie Connors
President

The CITY OF DAYTONA BEACH

"THE WORLD'S MOST FAMOUS BEACH"

Office of the Director of Public Works

January 8, 2021

To Whom It May Concern:

Please accept this Letter of Reference as to our experience with Waste Pro as our solid waste and recycling service provider.

The City Commission of Daytona Beach, Florida awarded a contract and exclusive franchise to Waste Pro of Florida, Inc in 2007 for Residential and Commercial Solid Waste, Yard Waste, Recycling Collections and Disposal Services. The Commission renewed the contract in 2012 for an additional 10 years. Our contract with Waste Pro requires collection of all residential and commercial properties in the City of Daytona Beach and includes requirements to provide service for many large special events in the City.

Waste Pro has been an excellent partner with the City and has provided un-interrupted service for the last 14 years. City staff has found Waste Pro to be very responsive to issues and concerns brought forth by the City. Waste Pro has also been a strong community partner with support of many City and Community organizations including the Daytona Beach Regional Chamber of Commerce, Boys and Girls Club of Volusia and Flagler Counties, Mayor's Annual Charity Golf Tournament, NAIA National Championship, NAACP, Daytona First Tee, Minority Racing Association, Toys for Tots and many other organizations.

Waste Pro has also helped the City with many community cleanups and provided hurricane debris removal services on an emergency basis when the City's debris hauler was unable to provide service.

The City's relationship with Waste Pro has been a positive and mutually beneficial one. I hope this information is helpful when considering Waste Pro's response to your proposal. Please feel free to contact me with any questions.

Sincerely,

Andrew J. Holmes
City of Daytona Beach
Public Works Director

Public Works Department • 950 Bellevue Ave., Daytona Beach, FL 32114 • (386) 671-8601

Waste Pro Disaster Preparedness Plan

The most likely types of event to occur are a windstorm, tropical storm or hurricane. There are two (2) typical scenarios that would occur; one is a minor event with winds occurring in the range of less than a tropical storm. The other is a tropical storm or hurricane with winds occurring from tropical storm force to a class 5 hurricane. Each of these scenarios would call for a different set of actions due to the difference of the severity of each.

Two (2) Types of Events

Winds less Than a Tropical Storm

This type of event will create an additional varying amount of yard and tree waste debris. This will necessitate the use of mostly additional conventional waste collection vehicles (rear loaders, front loaders, cherry pickers and roll off trucks) and possibly some larger equipment such as wheeled loaders with landscape rakes, dump trucks, flagmen and personnel with chainsaws.

The additional conventional collection vehicles and personnel would be available from several reliable sources.

Waste Pro of Florida, Inc.'s many other operations
Trucks & Parts of Tampa (truck rental)
Big truck Rental
Equipment Manufacturers
Subcontractors such as Wood Resources Recovery, LLC

Tropical Storm or Hurricane

As past history has shown any solid waste and recycling contractor, including the largest national companies, selected for this contract by any City or County will need to use a specialty sub-contractor for a massive storm debris cleanup effort. The more municipal contracts a company has, the more thinly spread their existing assets are to cover such an event, when all of their cities want to be cleaned up at the same time. Waste Pro's efforts would be concentrated on the Cities and Counties it serves.

Plan Overview

Emergency Contact Information

Name	Cell Phone
Tim Dolan	321-231-2544
Eric Saxton	407-616-0557

Pre Storm

A. Triggering Events
- Thunderstorm
- Flooding
- High Wind
- Tropical Storm or Hurricane
- Watch or Warning

B. Coordination with Authorities: 72/ 48/ 24/ 12 Hour
- Establish and maintain contact with City / County designated personnel.
- Review situation with manager, supervisors and department heads
- Note plan updates for changes, vendors etc.

C. Facilities
- Check drainage ways
- Secure vents
- Housekeeping, stowage
- Bottled water inventory
- Septic system capacity
- Back-up information systems
- Check on current availability of backup locations to park trucks and extra equipment

D. Personnel
- Personal safety
- Family safety and security
- Storm assignments

E. Rolling Stock
- Top off fuel
- Top of oil
- Check / change tires
- Secure cab / windows

F. Containers – Secure Inventory
- Front/Rear load confirm empty, open lids

Roll off confirm empty, doors secure, use as shielding as needed

G. Inventory
Secure fuel tank lids and hatches
Secure oil tanks, fill ports, secure reels and hoses
Rack and secure tires

Storm

A. Tropical Storm Watch or Warning
Continue operations
Maintain communication with City / County designated personnel
Cease operations if local wind velocity reaches 30 mph-sustained winds or local rainfall reaches three (3) inches.
Advise City / County designated personnel
Advise storm debris specialty sub-contractor
Secure facilities and rolling stock
Shut all systems down
Open all electrical switches
Send personnel home

B. Hurricane Watch or Warning
Continue operations
Maintain communication with City / County designated personnel
Cease operations if local wind velocity reaches 30 mph-sustained winds or local rainfall reaches three (3) inches.
Advise City / County designated personnel
Advise storm debris specialty sub-contractor
Secure facilities and rolling stock
Shut all systems down
Open all electrical switches
Send personnel home

Post Storm

Reestablish and maintain contact with designated City / County personnel.

A. Assess magnitude of damage
Personnel, families
Company
Community
Advise designated City / County personnel

B. Coordinate with designated City / County Personnel
Reestablish or suspend service(s)
Garbage (Residential and/or Commercial)

Yard Trash
Recycling
Street Sweeping

Establish level of post storm response
Contact storm debris specialty contractor if needed
Initiate post storm response depending upon severity of damage

COVID-19 Exposure Prevention Plan

Summary

The following plan is intended to help limit employee exposure to the coronavirus. Symptoms of the coronavirus disease, known as COVID-19, are acute respiratory illness symptoms (i.e. cough, shortness of breath), and a fever of 100.4° or more.

Implementation

Management is responsible for each facilities plan implementation and will meet with all employees to review the plan and answer any questions.

Plan

1. Education
   COVID-19 is mainly spread by community contact so there are many ways to lessen the chances of exposure. Most of them are personal hygiene, public etiquette, and common-sense behaviors.

   a) Wash hands often with soap for at least 20 seconds.
   b) If unable to wash hands, use Hand Sanitizer that contains at least 60% alcohol.
   c) Always cover your mouth when coughing. Cough into a tissue, handkerchief, or your sleeve. DO NOT cough into your hand. If you do, avoid touching anything and wash your hands immediately.
   d) Dispose of used tissues immediately. Do not set them on desks or other surfaces.
   e) After washing hands, use a paper towel to open restroom doors and throw it into a trash receptable.
   f) Avoid shaking hands – use a verbal greeting

2. Attendance
   Management will actively communicate that any employee with signs and symptoms of COVID-19 should stay home and necessary time off will be provided.

   a) Do not come to work if you are coughing and have a fever of 100° or more or are having difficulty breathing

   b) Employees who are traveling on business should check the CDC website for Traveler's Health Notices.

   c) Employees that become sick while traveling should immediately notify their manager and seek healthcare services.

3. Screening of Temp Workers

Divisions should contact all labor agencies and inform them that we are asking our own employees not to come to work if they have symptoms of COVID-19 and we are requesting that they not send any contingent workers that have symptoms.

Division Management Guidance:

a) Designate an area for Temp Workers to report to. Keep other employees out of the area.
b) Assess contingent workers for symptoms of COVID-19 such as coughing and signs of fever.
c) Inform them of our COVID-19 policy to prevent the spread of the disease and request that they voluntarily leave the premises.

4. All Non-Essential air-travel should be eliminated

5. Meetings involving more than a dozen people in close quarter should be minimized.
   - Safety Meetings will still be held – but they be done in smaller groups
     - If the meetings are inside – Time Limit is 10 Minutes
     - If the meetings are outside – Regular Length

6. Prevention

There are several precautionary actions division management can take:

a) Make sure truck crews have at least one extra pair of gloves
b) Provide Sanitizing Wipes to truck crews and maintenance personnel so they can sanitize the truck after working in and on the vehicle.
c) Emphasize the importance of cleaning hands often
d) Provide Hand Sanitizer to Employees – especially those working in the field
e) Provide disinfectant wipes to Office Personnel that contain alcohol or bleach to sterilize keyboards, phones, and other surfaces
f) Provide disinfectant wipes to Truck Crews and Mechanics that contain alcohol or bleach to sterilize truck cabs, grab-handles, door handles, and other truck controls and surfaces.
g) Speak with janitorial services to increase their focus on the cleaning of doors, doorknobs, kitchen surfaces, water dispensers, refrigerators, ice makers and restrooms.

7. Communication

Communicate all concerns to management immediately and continue to monitor the CDC Website.

WASTE PRO OF FLORIDA, INC. AND SUBSIDIARIES

CONSOLIDATED FINANCIAL STATEMENTS AND SUPPLEMENTAL SCHEDULES

WITH INDEPENDENT AUDITOR'S REPORT

December 31, 2019 and 2018

VESTAL & WILER
CERTIFIED PUBLIC ACCOUNTANTS

WASTE PRO OF FLORIDA, INC. AND SUBSIDIARIES

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VESTAL & WILER
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITOR'S REPORT

Waste Pro of Florida, Inc. and Subsidiaries
Longwood, Florida

We have audited the accompanying consolidated financial statements of Waste Pro of Florida, Inc. (a wholly-owned subsidiary of Waste Pro USA, Inc.) and Subsidiaries (the Company), which comprise the consolidated balance sheets as of December 31, 2019 and 2018, and the related consolidated statements of operations, changes in stockholder's equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements
Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility
Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement.

An audit includes performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion
In our opinion, the accompanying consolidated financial statements referred to above present fairly, in all material respects, the financial position of Waste Pro of Florida, Inc. and Subsidiaries as of December 31, 2019 and 2018, and the results of their operations and their cash flows for the years then ended, in accordance with accounting principles generally accepted in the United States of America.

Vestal & Wiler
Certified Public Accountants

March 24, 2020

201 EAST PINE STREET, SUITE 801 ORLANDO, FLORIDA 32801 (407) 843-4433 FAX (407) 841-6694
www.vestal-wiler.com

WASTE PRO OF FLORIDA, INC. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS

December 31, 2019 and 2018

ASSETS

	2019	(Restated) 2018
CURRENT ASSETS:		
Cash	$ 9,485	$ 16,441
Accounts receivable - net allowance for doubtful accounts of $1,197,490 and $1,343,590	49,601,642	53,177,059
Other current assets	4,358,529	3,775,577
TOTAL CURRENT ASSETS	53,969,656	56,969,077
PROPERTY AND EQUIPMENT:		
Vehicles	368,851,100	316,803,098
Containers	135,835,517	128,504,988
Land and buildings	43,258,912	35,713,748
Leasehold improvements	24,565,129	24,281,710
Equipment	21,674,020	17,604,537
Construction in process	11,006,911	4,134,858
Furniture and fixtures	3,348,159	3,147,545
	608,539,748	530,190,484
Less: accumulated depreciation and amortization	349,567,574	310,355,092
PROPERTY AND EQUIPMENT - Net	258,972,174	219,835,392
OTHER ASSETS:		
Goodwill	7,744,088	7,732,652
Other assets - net	62,667	78,667
Deferred contract costs - net	1,843,168	1,771,248
Due from parent	-	5,829,567
TOTAL OTHER ASSETS	9,649,923	15,412,134
	$ 322,591,753	$ 292,216,603

See notes to consolidated financial statements.

(Continued) Page | 2

WASTE PRO OF FLORIDA, INC. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS

December 31, 2019 and 2018

LIABILITIES AND STOCKHOLDER'S EQUITY

	2019	(Restated) 2018
CURRENT LIABILITIES:		
Accounts payable	$ 7,485,825	$ 4,406,876
Accrued liabilities	13,940,818	15,044,082
Deferred revenue	14,374,528	14,080,875
TOTAL CURRENT LIABILITIES	35,801,171	33,531,833
Due to parent	321,343	-
Accrued capping, closure and post-closure costs	8,047,637	8,588,519
Deferred tax liabilities - net	36,294,000	29,967,000
TOTAL LIABILITIES	80,464,151	72,087,352
COMMITMENTS AND CONTINGENCIES		
STOCKHOLDER'S EQUITY:		
Common stock - $0.01 par value; 10,000,000 shares authorized; 1,000 shares issued and outstanding	10	10
Additional paid-in capital	5,191,843	5,191,843
Retained earnings	236,935,749	214,937,398
TOTAL STOCKHOLDER'S EQUITY	242,127,602	220,129,251
	$ 322,591,753	$ 292,216,603

See notes to consolidated financial statements.

WASTE PRO OF FLORIDA, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF OPERATIONS

For the Years Ended December 31, 2019 and 2018

	2019	(Restated) 2018
REVENUES - Net	$ 472,805,610	$ 432,904,973
COSTS AND EXPENSES:		
Operating	337,041,676	311,830,566
General and administrative	38,180,476	34,285,704
Depreciation and amortization - property and equipment	48,166,161	43,952,325
TOTAL COSTS AND EXPENSES	423,388,313	390,068,595
INCOME FROM OPERATIONS	49,417,297	42,836,378
OTHER EXPENSE:		
Interest expense	(16,442,784)	(15,972,870)
Loss on disposal of property and equipment	(2,793,976)	(1,475,884)
TOTAL OTHER EXPENSE	(19,236,760)	(17,448,754)
INCOME BEFORE PROVISION FOR INCOME TAXES	30,180,537	25,387,624
PROVISION FOR INCOME TAXES	(8,182,186)	(5,572,021)
CONSOLIDATED NET INCOME	$ 21,998,351	$ 19,815,603

See notes to consolidated financial statements.

WASTE PRO OF FLORIDA, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDER'S EQUITY

For the Years Ended December 31, 2019 and 2018

	Common Stock	Additional Paid-In Capital	Retained Earnings	Total Stockholder's Equity
BALANCE - January 1, 2018 (as previously reported)	$ 10	$ 5,191,843	$ 193,499,957	$ 198,691,810
Restatement adjustments (Note 2)	-	-	1,621,838	1,621,838
BALANCE - January 1, 2018 (as restated)	10	5,191,843	195,121,795	200,313,648
Consolidated net income (as restated)	-	-	19,815,603	19,815,603
BALANCE - December 31, 2018 (as restated)	10	5,191,843	214,937,398	220,129,251
Consolidated net income	-	-	21,998,351	21,998,351
BALANCE - December 31, 2019	$ 10	$ 5,191,843	$ 236,935,749	$ 242,127,602

See notes to consolidated financial statements.

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WASTE PRO OF FLORIDA, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

For the Years Ended December 31, 2019 and 2018

	2019	(Restated) 2018
CASH FLOWS FROM OPERATING ACTIVITIES:		
Consolidated net income	$ 21,998,351	$ 19,815,603
Adjustments to reconcile consolidated net income to net cash from operating activities:		
Provision for bad debt expense	652,394	763,613
Depreciation and amortization - property and equipment	48,182,161	43,952,325
Amortization of debt issuance costs	-	61,390
Accretion of accrued capping, closure and post-closure costs	753,274	372,175
Loss on disposal of property and equipment	2,793,976	1,475,884
Amortization of deferred contract costs	674,714	579,614
Deferred income taxes	6,327,000	(2,274,000)
Cash flows from changes in assets and liabilities - net of business acquisitions:		
Accounts receivable	3,853,124	(7,379,396)
Other current assets	(566,952)	32,436
Deferred contract costs	(746,634)	(729,024)
Accounts payable	2,936,684	(8,294,759)
Accrued liabilities	(1,362,697)	2,123,679
Deferred revenue	293,653	1,355,831
Accrued capping, closure, and post-closure costs	(914,451)	-
Net cash provided by operating activities	84,874,597	51,855,371
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchases of property and equipment	(79,759,054)	(47,370,710)
Proceeds from sale of property and equipment	110,997	396,390
Acquisitions of businesses	-	(1,700,155)
Net cash used in investing activities	(79,648,057)	(48,674,475)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Principal payments on long-term debt	-	(935,041)
Payments due to parent	(5,233,496)	(2,244,591)
Net cash used in financing activities	(5,233,496)	(3,179,632)
NET INCREASE (DECREASE) IN CASH	(6,956)	1,264
CASH - Beginning of year	16,441	15,177
CASH - End of year	$ 9,485	$ 16,441
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Related party payable for income taxes	$ 1,855,186	$ 7,846,021
Cash paid for interest allocated by parent	$ 15,758,479	$ 15,553,741

SUPPLEMENTAL DISCLOSURE OF NON-CASH INFORMATION:

During 2019, the Company increased goodwill and accrued liabilities by approximately $11,400, for costs related to a prior acquisition.

See notes to consolidated financial statements.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Business - Waste Pro of Florida, Inc., a wholly-owned subsidiary of Waste Pro USA, Inc., and Subsidiaries (the Company) are headquartered in Longwood, Florida and provide non-hazardous waste collection, transfer, recycling and disposal services in Florida.

Consolidation - The accompanying financial statements present the consolidated accounts of Waste Pro of Florida, Inc., and its wholly-owned subsidiaries Waste Pro Blountstown, LLC, Waste Pro Crestview, LLC, Waste Pro Defuniak Springs, LLC, Waste Pro Freeport, LLC, Waste Pro Lynn Haven, LLC, Waste Pro Panama City Beach, LLC, Waste Pro Southport, LLC, Waste Pro Ocala MRF, LLC and Waste Pro West Bay, LLC. All significant intra-entity transactions and balances have been eliminated.

Common Stock - The affairs of the Company are governed by the Articles of Incorporation, dated January 2, 2001 (the Articles). The Company is authorized to issue 10,000,000 shares of Common Stock with a stated par value of $0.01 per share. The Board of Directors of the Company, from time to time, may elect to declare and pay dividends to shareholders. The payment of dividends to stockholders has been restricted in accordance with the Senior Notes (see Note 4).

The information included in the consolidated financial statements regarding provisions of the Articles provides only general information. Reference should be made to the Articles and other related documents for a complete description.

Limited Liability Companies (LLCs) - The LLC's are organized under the laws of the State of Florida and, barring certain events, will continue in existence indefinitely. Interested parties should refer to the Operating Agreements for a more complete description of the LLC's.

Use of Estimates - The preparation of the consolidated financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP) requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash - Cash consists primarily of petty cash held by the Company. Waste Pro USA, Inc. (the Parent) maintains primarily all of the bank accounts used to fund and receive payments of the Company.

Accounts Receivable - Accounts receivable are recorded when invoices are issued and are presented in the consolidated balance sheets net of any allowance for doubtful accounts. Accounts receivable are written off when they are determined to be uncollectible. The allowance for doubtful accounts is estimated based on the Company's historical losses, the existing economic conditions in the industry, and the financial stability of its customers.

Property and Equipment - Property and equipment are stated at cost. Depreciation is provided for using the straight-line method over the estimated useful lives of the related assets, generally three to 39 years. The cost of leasehold improvements is being amortized over the lesser of the life of the improvements or the term of the lease. Expenditures for repairs and maintenance are charged to operations as incurred.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

The cost of landfill airspace, including the original acquisition cost and incurred projected landfill construction costs and asset retirement costs, which represent estimates of future costs associated with landfill final capping, closure and post-closure activities, is included in land and buildings in the accompanying consolidated balance sheets, and is amortized over the capacity of the landfill based on a per unit basis as landfill airspace is consumed.

Goodwill – Goodwill is subject to at least an annual assessment for impairment. Goodwill impairment tests consist of a comparison of each reporting unit's fair value with its carrying value. The fair value of a reporting unit is an estimate of the amount for which the unit as a whole could be sold in a current transaction between willing parties. If the carrying value of a reporting unit exceeds its estimated fair value, goodwill is written down to its implied fair value.

Changes in the gross carrying amounts of goodwill for the years ended December 31, are as follows:

	2019	2018
Goodwill - beginning of year	$ 7,732,652	$ 6,297,671
Acquisition of business	-	1,434,981
Measurement period adjustments	11,436	-
Goodwill - end of year	$ 7,744,088	$ 7,732,652

As of December 31, 2019 and 2018, the Company determined that goodwill was not impaired based on the annual assessment.

Deferred Revenue – Certain customers and municipalities are billed in advance, generally on a quarterly basis, of the Company satisfying its performance obligations. Such amounts are accounted for as deferred revenue and are recognized as revenue over the period the Company satisfies its performance obligations.

Original Issue Premium and Debt Issuance Costs – The Company amortizes original issuance premium and debt issuance costs using the straight-line method, which approximates the effective interest rate method to amortize such costs as interest expense over the life of the applicable debt. Debt issuance costs include costs to obtain debt, other than those costs related to the line of credit described in Note 4.

Accrued Capping, Closure and Post-Closure Costs – Accrued capping, closure and post-closure costs represent an estimate of the present value of the future obligation to be incurred associated with capping, closure and post-closure monitoring of landfills currently owned and operated by the Company. The fair value of the future obligations is developed based on estimates from third-party engineers of the airspace available and consumed to date for each landfill and the expected timing of each final capping event. Because these obligations are measured at estimated fair value using present value techniques, changes in the estimated cost or timing of future final capping, closure and post-closure activities could result in a material change in these liabilities, related assets and results of operations.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Changes in liabilities for accrued capping, closure and post-closure costs for the years ended December 31, are as follows:

	2019	2018
Balance - Beginning of year	$ 8,588,519	$ 8,216,344
Accretion expense	684,305	372,175
Landfill costs	(1,225,187)	-
Balance - End of year	$ 8,047,637	$ 8,588,519

Revenue Recognition – Revenues are primarily generated from fees charged for waste collection, transfer, disposal, and recycling, and resource recovery services and the sale of recyclable commodities. The fees charged for services are generally defined in service agreements and vary based on contract-specific terms such as frequency of service, weight, volume and the general market factors influencing a region's rates. The fees charged for services generally include environmental fee, fuel surcharge and regulatory recovery fees, which are intended to pass through to customers. Generally, the revenue associated with the Company's services are accounted for as variable consideration and the amounts recognized represent the value of the performance obligations that have been completed. For example, revenue typically is recognized as waste is collected, tons are received at landfills or transfer stations, or recycling commodities are delivered. The Company believes there will not be significant changes to its estimates of variable consideration, as revenue recognized is recorded in accordance with the terms of the related contracts or verbal agreements.

The following table presents the Company's revenues disaggregated by major line of business for the years ending December 31:

	2019	2018
Residential and commercial collection revenue	$ 373,873,674	$ 350,049,759
Roll-off collection revenue	40,019,207	40,679,255
Compactor income	36,933,576	34,675,491
Disposal revenue	30,535,488	12,649,958
Fuel and environmental charges	7,706,106	6,901,513
Other revenue	2,998,552	5,093,250
Recycling revenue	1,996,189	2,622,610
Franchise fees	(21,257,182)	(19,766,863)
Total revenue - net	$ 472,805,610	$ 432,904,973

As a result of the new revenue recognition standard, municipal franchise fees are presented as a reduction to revenue for the years ended December 31, 2019 and 2018. Similar fees were presented as a cost of operations in prior years.

Deferred Contract Costs – Under Topic 606, incremental direct costs of obtaining a contract (sales commissions) on contracts longer than one year are deferred and amortized to general and administrative expenses over the estimated life of the customer relationship. Similar costs related to contracts with a term of less than one year are expensed as incurred.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

At December 31, 2019 and 2018, deferred sales commissions, net of accumulated amortization, amounted to $1,843,168 and $1,771,248, respectively. For the years ending December 31, 2019 and 2018, amortization expense related to these costs amounting to $674,714 and $579,614, respectively, was recorded as a deduction to revenue.

Under Topic 606, contract implementation costs are to be deferred and amortized as a reduction to revenue over the contract life. Contract implementation costs during the years ended December 31, 2019 and 2018 were not material to the consolidated financial statements.

Advertising Costs – Advertising costs are charged to operations as incurred. During the years ended December 31, 2019 and 2018, advertising charged to operations approximated $1,428,000 and $1,272,000, respectively.

Income Taxes – Income taxes are provided for the tax effects of transactions reported in the consolidated financial statements and consist of taxes currently due plus deferred taxes. Deferred taxes are recognized for differences between the basis of assets and liabilities for financial statements and income tax purposes. Deferred income taxes are classified as noncurrent in accordance with current accounting guidance.

The Company files its federal tax return as a member of a consolidated group and records its share of the consolidated federal tax liability. During the years ended December 31, 2019 and 2018, the Company's current tax expense of approximately $1,855,000 and $7,846,000, respectively, are included in due from parent in the accompanying consolidated balance sheets. The asset represents the approximate amount due from the parent for the benefit the Company will receive on the consolidated federal tax return as a result of the losses generated by the Parent.

The Company complies with the provisions of Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 740-10, *Accounting for Uncertainty in Income Taxes*. Under FASB ASC 740-10, the Company is required to evaluate each of its tax positions to determine if they more likely than not would not be sustained if the taxing authority examines the respective position. The Company has evaluated each of its tax positions and has determined that no additional provision or liability for uncertain income tax positions is necessary.

The Parent files income tax returns in the U.S. federal jurisdiction.

Assets and Liabilities Measured at Fair Value – The Company applies the provisions of FASB ASC 820 *Fair Value Measurements and Disclosures* to its recurring and nonrecurring non-financial measurements, which include business combinations. Nonrecurring assets, including goodwill, are not measured at fair value on an ongoing basis but are subject to fair value adjustments in certain circumstances and on a periodic basis. In accordance with FASB ASC 820, the fair value of financial instruments is estimated based on market trading information, where available. Absent published market values for an instrument or other assets, management uses observable market data to arrive at its estimates of fair value.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Fair value is defined as an exit price, representing the amount that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date.

As such, fair value is a market-based measurement that should be determined based on assumptions that market participants would use in pricing an asset or liability. As a basis for considering such assumptions, the following three level fair value hierarchy prioritizes the inputs used to measure fair value.

The three levels of inputs used to measure fair value are as follows:

Level 1	Quoted prices in active markets for identical assets or liabilities.
Level 2	Observable inputs other than quoted prices included in Level 1, such as quoted prices for similar assets and liabilities in active markets; quoted price for identical or similar assets and liabilities in markets that are not active; or other inputs that are observable or can be corroborated by observable market data.
Level 3	Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities. This includes certain pricing models, discounted cash flow methodologies and similar techniques that use significant unobservable inputs.

The Company utilizes Level 3 inputs to value its goodwill and accrued capping, closure and post-closure costs. There have been no changes in the methodologies used at December 31, 2019 and 2018.

Recently Adopted Accounting Standards – In May 2014, the FASB issued Accounting Standards Update (ASU) 2014-09, *Revenue from Contracts with Customers (Topic 606)*. Topic 606 supersedes the revenue recognition requirements in FASB ASC 605, *Revenue Recognition*, and requires the recognition of revenue when promised goods or services are transferred to customers in an amount that reflects the consideration to which an entity expects to be entitled in exchange for those goods or services. The new guidance also added Subtopic 340-40, *Other Assets and Deferred Costs – Contracts with Customers*, to the ASU to require the deferral of incremental costs of obtaining a contract with a customer.

The Company adopted the requirements of the new guidance as of January 1, 2019, utilizing the full retrospective method of transition - see Note 2, for which the comparative consolidated financial statements reflect an adjustment to the beginning balance of retained earnings as of the date of adoption.

The timing and pattern of service revenue recognition has not significantly changed under the new revenue recognition standard, nor has there been a material change to operating results or net income for 2019 or 2018, as restated.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Accounting Standards Not Yet Adopted – In February 2016, the FASB issued ASU 2016-02, *Leases (Topic 842)*. This update requires organizations to recognize lease assets and lease liabilities on the consolidated balance sheet and also disclose key information about leasing arrangements. This ASU is effective for annual reporting periods beginning after December 15, 2020. The Company is currently evaluating the impact this guidance will have on its consolidated financial statements.

In June 2016, the FASB issued ASU 2016-13 *Financial Instruments – Credit Losses (Topic 326) – Measurement of Credit Losses on Financial Instruments*, which will change how entities will measure credit losses for most financial assets and certain other instruments that are not measured at fair value through net income. For trade receivables, loans and other instruments, entities will be required to use a new forward-looking "expected loss" model that will generally result in earlier recognition of allowance for losses. This ASU is effective for annual reporting periods beginning after December 15, 2022.

Subsequent Events – The Company has evaluated subsequent events through March 24, 2020, the date which the consolidated financial statements were available to be issued.

In early February 2020, the COVID-19 coronavirus outbreak began impacting the Company's financial performance and operation. Due to the unknown duration and extent of the outbreak, the full effect on the Company's financial performance cannot be quantified at this time.

NOTE 2 RESTATEMENT ADJUSTMENTS

Upon adopting and implementing Topic 606, the Company recorded the deferral of incremental costs of obtaining contracts with customers utilizing the full retrospective method of transition based on a five-year lookback. The effects of the adjustments and their related impact on deferred taxes to the consolidated financial statements are as follows:

	As Originally Reported	Adoption of Topic 606	As Restated
Balance Sheet			
Assets:			
Deferred contract costs - net	$ -	$ 1,771,248	$ 1,771,248
	-	1,771,248	1,771,248
Liabilities:			
Deferred tax liabilities	(29,517,000)	(450,000)	(29,967,000)
	(29,517,000)	(450,000)	(29,967,000)
Retained Earnings	$ 213,616,150	$ 1,321,248	$ 214,937,398
Statement of Operations			
Net income - 2018	$ 20,116,193	$ (300,590)	$ 19,815,603
Net income - prior periods	193,499,957	1,621,838	195,121,795
	$ 213,616,150	$ 1,321,248	$ 214,937,398

NOTE 3 ACQUISITIONS

During 2019, the Company acquired certain assets and liabilities of a company in exchange for certain assets and liabilities of another subsidiary of the Parent. Total net assets acquired in this transaction amounted to approximately $11,384,000.

During 2018, the Company acquired certain assets and liabilities of a company. The total purchase price of this transaction included approximately $1,700,000 in cash and approximately $352,000 in assumed liabilities and additional contingent future payments.

The acquisitions were made to strengthen the Company's position in the markets serviced. The acquisitions were accounted for using the acquisition method of accounting. Accordingly, the purchase prices was allocated to the assets acquired and the liabilities assumed based upon their fair values at the date of acquisition.

The goodwill recorded as part of the 2018 acquisition primarily reflects the value of expected synergies from combining operations, as well as any intangible assets that do not qualify for separate recognition. Goodwill is expected to be fully deductible for tax purposes.

The purchase price of the transactions were allocated as follows:

	2019	2018
Current assets	$ 930,101	$ -
Property and equipment	10,844,567	537,322
Other assets	-	80,000
Goodwill	-	1,434,980
Current liabilities	(390,262)	(352,147)
	$ 11,384,406	$ 1,700,155

NOTE 4 LINE OF CREDIT HELD BY PARENT

The Company has a $215,000,000 revolving line of credit (the line) with various banks, which matures on May 2, 2022. The line is classified as long-term based on the terms of the agreement, as amended, and the Company's intent and ability to refinance or maintain these borrowings on a long-term basis.

Interest on outstanding borrowings is payable at either a Base rate or LIBOR, as selected by the Company from time to time. The Base rate is the greater of (a) the Federal Funds Rate plus 0.5% plus an applicable margin as defined by the leverage ratio; (b) LIBOR plus 1.0% plus an applicable margin as defined by the leverage ratio; or (c) the Prime Rate. LIBOR is as published by ICE Benchmark Administration Limited for the respective interest period, as defined. The Company also pays an unused letter of credit fee based on the amount of unused outstanding letters of credit at the applicable margin for LIBOR.

NOTE 4 LINE OF CREDIT HELD BY PARENT (Continued)

At December 31, 2019, the summary of Base rates and margins are as follows:

	Base Rate	Rate at December 31, 2019	Margin	Applicable Margin
(a)	Federal Funds Rate	1.50% - 1.75%	Plus 0.5%	0.75% to 1.50%
(b)	LIBOR	2.00%	Plus 1.0%	1.75% to 2.50%
(c)	Prime Rate	4.75%	n/a	n/a

At December 31, 2019, the interest rate was based on LIBOR plus an applicable margin of 2.50%. The line is collateralized by substantially all assets of the Company and is reduced by all outstanding letters of credit. At December 31, 2019, approximately $156,329,000 was available to be borrowed on the line.

The Parent records all amounts due on the line within its consolidated financial statements, which totaled $29,980,855 as of December 31, 2019. Interest is allocated to the Company by the Parent based on the Parent's net investment in the Company. For the years ended December 31, 2019 and 2018, the majority of interest expense included within the accompanying consolidated statements of operations relates to the allocation of interest by the Parent.

The line contains various restrictive covenants including certain financial covenants. On September 28, 2018, the line was amended to waive certain covenant requirements until the earlier of compliance for two consecutive fiscal months or March 31, 2019. Effective January 1, 2020, and retrospectively applied to December 31, 2019, the line was amended to provide alternative covenant compliance based on debt leverage, excess availability on the line, and the outstanding balance, all of which the Company was in compliance with at December 31, 2019.

NOTE 5 SENIOR NOTES HELD BY PARENT

On January 25, 2018, the Parent and its subsidiaries (including the Company) completed a private placement offering (Bond Offering) to issue an aggregate principal amount of $500,000,000 of 5.50% Senior Notes, which are due in 2026. Interest on the Senior Notes is due on February 15 and August 15 of each year, beginning on August 15, 2018. The Senior Notes are senior unsecured obligations and rank equal in right of payment to all of the Parent's existing and future senior indebtedness and senior in right of payment to any subordinated indebtedness. The Senior Notes are unconditionally guaranteed on a senior unsecured basis by all of the Company's current and future significant domestic restricted subsidiaries. The Senior Notes are effectively subordinated to all the guarantors' existing and future secured indebtedness, including the line, to the extent of the value of the assets securing such indebtedness, and will be structurally subordinated to all of the liabilities and preferred stock of any of the Company's subsidiaries that do not guarantee the Senior Notes.

The Company may redeem, at its option, all or part of the Senior Notes after February 15, 2021, at the applicable redemption prices or make-whole redemption price, plus accrued and unpaid interest to, but not including, the date of redemption.

NOTE 6 TAX-EXEMPT BONDS HELD BY PARENT

During 2019, the Company borrowed $49,999,904 of tax-exempt Industrial Revenue Bonds (IRB) of Florida Development Finance Corporation Solid Waste Disposal Revenue Bonds (Waste Pro USA, Inc. Project) Series 2019 (Florida 2019 Bond), which consisted of a principal amount of $46,515,000 at an original issue premium of $3,484,904. The Florida 2019 Bonds require interest payments at 5.00% per annum commencing May 23, 2019 through May 1, 2029. The Florida 2019 Bonds require interest payments on May 1 and November 1 of each year until maturity. The recorded premium will be amortized to interest expense over the contractual term of the Florida 2019 Bond. During the year ended December 31, 2019, amortization of the premium amounted to $168,791.

During 2017, the Company borrowed $50,000,000 of IRB including $32,500,000 of Florida Development Finance Corporation Solid Waste Disposal Revenue Bonds (Waste Pro USA, Inc. Project) Series 2017 (Florida 2017 Bonds) and $17,500,000 of Mississippi Business Finance Corporation Solid Waste Disposal Revenue Bond (Waste Pro USA, Inc. Project) Series 2017 (Mississippi Bonds) under their respective indentures dated August 1, 2017 (the 2017 Bonds). The 2017 Bonds accrue interest at 5.00% per annum through August 1, 2022, at which time they may be converted from a fixed rate to a variable rate. The Florida 2017 Bonds mature August 1, 2029, and the Mississippi Bonds mature February 1, 2036. The 2017 Bonds require interest payments on February 1 and August 1 of each year until maturity.

The IRB's, which are secured by revenues of the Parent and its subsidiaries (including the Company) guaranteed jointly and severally, fully and unconditionally by certain of the Company's wholly-owned subsidiaries (including the Company). Proceeds from the IRB's were used to finance or refinance certain costs relating to solid waste collection, organics and transfer, recycling and hauling facilities of the Parent and its subsidiaries (including the Company) and to pay certain costs of issuance.

NOTE 7 INCOME TAXES

For the years ended December 31, the provision for (benefit from) income taxes consists of the following:

	2019	(Restated) 2018
Current tax expense	$ 1,855,186	$ 7,846,021
Deferred tax provision (benefit)	6,327,000	(2,274,000)
	$ 8,182,186	$ 5,572,021

For the years ended December 31, 2019 and 2018, the tax provision differs from the expense that would result from applying statutory rates to income before income taxes primarily due to the cumulative effect of Topic 606 and certain expenses not being deductible for income tax purposes.

NOTE 7 INCOME TAXES (Continued)

At December 31, the net deferred tax amounts included in the consolidated balance sheets consist of the following:

	2019	(Restated) 2018
Deferred tax assets	$ 5,201,000	$ 1,179,000
Deferred tax liabilities	(41,495,000)	(31,146,000)
Deferred tax liabilities - net	$ (36,294,000)	$ (29,967,000)

At December 31, 2019 and 2018, net deferred tax assets (liabilities) relate primarily to net operating losses and certain expenses and costs which are not deductible for tax purposes until paid including the allowance for doubtful accounts and the excess of depreciation and amortization (including goodwill) for tax purposes over financial statement depreciation and amortization.

NOTE 8 RELATED PARTY TRANSACTIONS

The Company receives substantially all funding from its Parent. In addition, the Parent performs certain administrative functions for the Company and allocates the related costs to the various entities owned by the Parent. Accordingly, the financial condition of the Company at December 31, 2019 and 2018 and results of its operations for the years then ended may be significantly different if the Company had operated as an unaffiliated company.

At December 31, 2019 and 2018, the amounts due from parent included in the accompanying consolidated balance sheets primarily represent advances utilized to fund operations and the allocation of general and administrative costs incurred by the Company. During the years ended December 31, 2019 and 2018, the allocation of administrative expenses incurred by the Parent approximated $15,499,000 and $13,890,000, respectively, which is included in general and administrative expenses in the accompanying consolidated statements of operations.

See Notes 1, 4 through 6 and Note 9 for additional related party disclosures.

NOTE 9 COMMITMENTS AND CONTINGENCIES

Leases - The Company leases certain offices and equipment under month-to-month and noncancelable operating lease agreements with unrelated third parties expiring through November 2027. The Company is also obligated under facility lease agreements with certain related parties expiring through December 2025.

For the years ended December 31, 2019 and 2018, total rent expense charged to operations approximated $4,818,000 and $4,048,000, respectively. Rent expense for related party lease agreements totaled approximately $1,548,000 and $1,450,000 during 2019 and 2018, respectively.

NOTE 9 COMMITMENTS AND CONTINGENCIES (Continued)

At December 31, 2019, future minimum lease payments required under the noncancelable operating leases are as follows:

	Related	Unrelated
2020	$ 1,067,000	$ 1,113,000
2021	1,067,000	818,000
2022	1,067,000	754,000
2023	1,067,000	566,000
2024	1,067,000	306,000
Thereafter	541,000	686,000
	$ 5,876,000	$ 4,243,000

Insurance - The Company participates in the Parent's workers compensation and auto insurance coverage, which is provided under partially self-insured policies from an independent third party. The Company receives an allocation of expense from the Parent based on the claims and premium incurred, which is included in operating expenses. The Company believes the total amount allocated during the years ended December 31, 2019 and 2018 of approximately $15,645,000 and $10,614,000, respectively, is adequate to provide for the final disposition of such claims and premiums.

Health Insurance - The Company participates in the Parent's health insurance policy, which is provided under a partially self-funded employee welfare benefit plan managed by an independent third party. The Company receives an allocation of expense from the Parent based on the claims and premiums incurred, which is included in operating expenses. The Company believes the amount allocated during the years ended December 31, 2019 and 2018 of approximately $6,852,000 and $5,836,000, respectively, is adequate to provide for the final disposition of such claims and premiums.

Legal - The Company is involved in various lawsuits in the normal course of business. As of December 31, 2019, management cannot predict the outcome of the lawsuits or estimate the amount of any loss that may result. Accordingly, no provision for any contingent liabilities that may result has been made in the consolidated financial statements. Management believes that losses resulting from these matters, if any, would not have a material effect on the financial position of the Company.

Purchase Commitments - As of December 31, 2019, the Company has made commitments to purchase vehicles and equipment totaling approximately $33,900,000.

NOTE 10 EMPLOYEE RETIREMENT PLANS

Deferred Compensation Plan - Effective May 1, 2019, the Parent adopted a nonqualified defined contribution plan under section 409A of the Internal Revenue Code, to provide deferred compensation benefits to a select group of key employees. The plan is a "top-hat" plan within the meaning of the Employment Retirement Income Security Act of 1974 (ERISA), in which taxes are deferred and the plan is exempt from most ERISA requirements.

NOTE 10 EMPLOYEE RETIREMENT PLANS (Continued)

Participants are permitted to contribute to the plan and direct the investment of their individual accounts. The Parent may make discretionary contributions and informally funds the plan with company-owned life insurance. For the year ended December 31, 2019, the Parent contributed $250,000 to the plan.

401(k) Plan - The Company sponsors a 401(k) plan covering substantially all full-time employees meeting certain minimum age and length of service requirements. Employee contributions are voluntary and employer matching contributions are based on 50% of employee contributions up to 4% of compensation. For the years ended December 31, 2019 and 2018, the Company contributed approximately $864,000 and $782,000, respectively, to the plan.

SUPPLEMENTAL SCHEDULES

VESTAL & WILER
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITOR'S REPORT ON SUPPLEMENTAL SCHEDULES

Waste Pro of Florida, Inc. and Subsidiaries
Longwood, Florida

We have audited the consolidated financial statements of Waste Pro of Florida, Inc. (a wholly-owned subsidiary of Waste Pro USA, Inc.) and Subsidiaries as of and for the years ended December 31, 2019 and 2018, and our report thereon dated March 24, 2020, which expressed an unmodified opinion on those consolidated financial statements, appears on page 1. Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The Schedules of Operating Expenses and General and Administrative Expenses for the years ended December 31, 2019 and 2018 are presented for purposes of additional analysis and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Vestal & Wiler

Certified Public Accountants

March 24, 2020

201 EAST PINE STREET, SUITE 801 ORLANDO, FLORIDA 32801 (407) 843-4433 FAX (407) 841-6694
www.vestal-wiler.com

WASTE PRO OF FLORIDA, INC. AND SUBSIDIARIES

SCHEDULE OF CONSOLIDATED OPERATING EXPENSES

For the Years Ended December 31, 2019 and 2018

	2019	(Restated) 2018
Payroll and payroll taxes	$ 111,816,086	$ 102,397,139
Disposal costs	90,641,069	88,060,958
Vehicle operating costs	42,698,394	42,435,816
Repairs and maintenance	35,207,204	30,699,689
Insurance	24,219,265	18,144,571
Subcontract trucking	8,888,026	7,844,820
Contract labor	9,365,344	7,898,375
Rent	3,486,829	3,270,643
Utilities	2,197,205	2,047,490
Recycling material	1,641,235	3,442,823
Equipment rental	1,264,259	681,923
Property damage	1,030,764	510,877
Retirement plan contributions	776,577	700,425
Bond fees	721,814	701,316
Start-up costs	691,833	728,572
Telephone	653,341	555,449
Municipal fees	647,915	583,073
Uniforms	580,951	595,215
Travel	371,602	368,006
Sanitation supplies	82,215	77,984
Licenses and permits	59,748	85,402
	$ 337,041,676	$ 311,830,566

See independent auditor's report on supplemental schedules.

WASTE PRO OF FLORIDA, INC. AND SUBSIDIARIES

SCHEDULE OF CONSOLIDATED GENERAL AND ADMINISTRATIVE EXPENSES

For the Years Ended December 31, 2019 and 2018

	2019	(Restated) 2018
Corporate allocation	$ 15,498,836	$ 13,890,078
Payroll and payroll taxes	9,582,000	8,857,137
Professional fees	2,346,731	2,032,968
Bank charges	1,804,907	1,531,143
Training	1,704,316	967,217
Advertising	1,428,276	1,271,674
Taxes, other than income	1,273,461	1,234,151
Telephone	851,324	817,929
Postage	770,377	653,566
Bad debts	652,394	763,613
Insurance	629,790	567,723
Travel	570,974	620,768
Office supplies	446,344	413,890
Office temporary labor	228,052	199,000
Dues and subscriptions	110,975	128,460
Retirement plan contributions	87,378	81,945
Computer expense	81,986	100,807
Rent	66,941	95,614
Collections	23,718	39,447
Repairs and maintenance	21,696	18,574
	$ 38,180,476	$ 34,285,704

See independent auditor's report on supplemental schedules.

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TAB A – STATEMENT OF INTEREST

January 25, 2021
Purchasing Division
Finance Department, City Hall
1000 City Center Circle
Port Orange, Florida 32129

RE: RFP #21-01; Solid Waste Collection and Disposal Services

Dear Mr. Tillman:

Waste Pro of Florida, Inc. (hereafter referred to as Waste Pro) is pleased to provide the following response to Request for Proposal #21-01; Solid Waste Collection and Disposal Services. We have examined the documents provided and have a full understanding of the scope of services required. We appreciate the City of Port Orange considering Waste Pro to continue to be its exclusive residential and commercial solid waste collector.

Founded in 2001, Waste Pro is the fastest growing, privately owned solid waste company in the Southeastern United States. Our Management is local and our operations are decentralized allowing leaders to make local decisions. Our references are extensive. Along with the required submittals we have included additional local references to further demonstrate our abilities. Finally, we are financially strong and fully capable of fulfilling the terms of your contract.

Waste Pro is headquartered in Longwood, Florida, with offices throughout the State of Florida including nearby offices in Daytona Beach, Sanford and Orlando. In addition to our collection services we also operate a transfer station in Ormond Beach from where we can provide recycling transfer/processing if needed by the City.

Waste Pro's experience is unmatched by anyone. Our collection teams have made over 45 million individual collections over the last nine years and we are experts on providing the highest quality solid waste and recycling service to the residents and businesses of Port Orange. We receive regular compliments from residents for going above and beyond the basics.

We are excited at the prospect of continuing our partnership with the City and we propose to invest over **$6,000,000** in a brand new fleet of collection trucks. All solid waste rear loaders and front loaders will be powered by clean burning Compressed Natural Gas (CNG) engines. These trucks are quieter, with significantly less emissions and provide a reduced carbon footprint for our operations.

The City of Port Orange has experienced first-hand the excellent service provided by Waste Pro. At Waste Pro, we honor a culture of dependability, doing the right thing, and being connected to our customers, communities, regulators and each other. We say what we do, and we do what we say. That is the Waste Pro Way.

Our methodology is simple; pick it up the first time you go down the road. All vehicles are equipped with camera's, GPS and cell phones. All driver's and helpers are trained to operate the equipment and vehicles safely. Waste Pro has serviced the City of Port Orange for the past nine (9) years under such a system and we are very familiar with the routing and nuances of the City.

Pricing is of course very important to the City. However, value is the real goal. In 2011, Veolia was selected to continue services in the City of Port Orange. When Veolia did not live up to promises made, Waste Pro stepped in as an option to the City. When Veolia tried to strong arm the City Commission by threatening

to stop collections unless a contract was immediately signed, and even running a full-page ad in the paper trying to pressure elected officials, Waste Pro was there to offer a temporary thirty (30) day contract to the City. Over a seventy-two (72) hour period, Waste Pro was able to mobilize twenty (20) new vehicles and supporting crews to provide a Tuesday morning start up after receiving a vote the night before to take over. This is unheard of in this industry and a clear example of the experience, commitment, and superior level of service Waste Pro brings to the communities it services.

Our commitment to the City of Port Orange and its residents has only grown and our ties to the people both personally and professionally have only strengthened over the years. We are an integral part of this community. We are a Florida based company. We are hometown people with employees who live, work and play in your community. Waste Pro is committed to the City of Port Orange and enjoy the partnership we have developed.

One of the most difficult aspects of any contract is a transition. It can take months for a new company to come in and adjust. If Waste Pro is awarded the contract, the transition would be virtually seamless. Waste Pro can provide something that no other company can. We can begin transition immediately and the residents and businesses of Port Orange can continue to receive the excellent level of service that they have come to expect. Our drivers and helpers are already familiar with your City and its routes. Waste Pro can provide the continuum of excellent service that no other company can.

Finally, there is Customer Service. It is our number one priority. We know the City and the importance of being local. Many of our employees and their extended families are residents of Port Orange. Additionally, our phones are answered in Daytona Beach, not some call center out of State. We utilize Trac EZ to monitor all requests, complaints and compliments to ensure superior service. We also work to educate the residents. Examples of brochures are included in this proposal along with a listing of local charitable events we participate in. All this we do because we are part of your community.

We have put forth a great deal of information in this proposal and are open to negotiate any items. We are open to negotiating off the existing agreement should the City decide to reject all proposals. We are happy to discuss any of these options with you should the City decide to continue its relationship with Waste Pro.

Waste Pro warrants that the requirements of this project, as described in the Request for Proposal, its enclosures, and all addenda have been reviewed thoroughly. We have conducted all necessary due diligence to confirm material facts upon which the proposal is based. In the event we are fortunate enough to be selected, I would sign the agreement, and I am always available if additional information is required. I am authorized to provide technical clarification regarding this proposal. Our team looks forward to continuing our partnership with the City of Port Orange and providing your residences and businesses with the services that are the "Distinguishable Difference."

Best Regards,

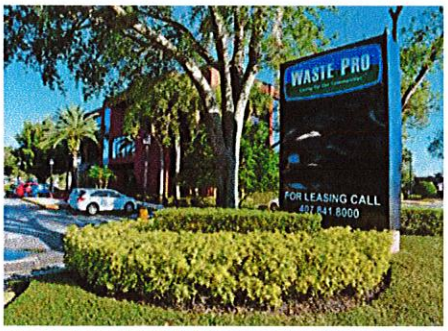
Erik Sankey
Regional Vice President
Waste Pro of Florida, Inc.
3705 St John's Parkway
Sanford, FL 32771-6369
esankey@wasteprousa.com
Cell: 407-401-6771

TAB B – EXECUTIVE SUMMARY

Provide a brief overview of your firm's qualifications and capacity to meet all requirements of the scope of services associated with the bid. Include a technical understanding of the proposal and include the background and experience of the respondent in providing similar services elsewhere, including the level of experience in working with municipalities and/or other governmental bodies of similar size, and the quality of services performed, either for the City or for other municipal sector clients.

Overview of Firm's Qualifications and Capacity to Meet all Requirements

WASTE PRO USA, INC. (Waste Pro) is headquartered in Longwood, Florida and is managed by the southeastern United States' most experienced team of Waste Professionals. Waste Pro has grown to become one of this country's largest privately-owned waste collection, recycling and disposal companies with revenues exceeding $700 million and a team of more than 3,700 professionals.

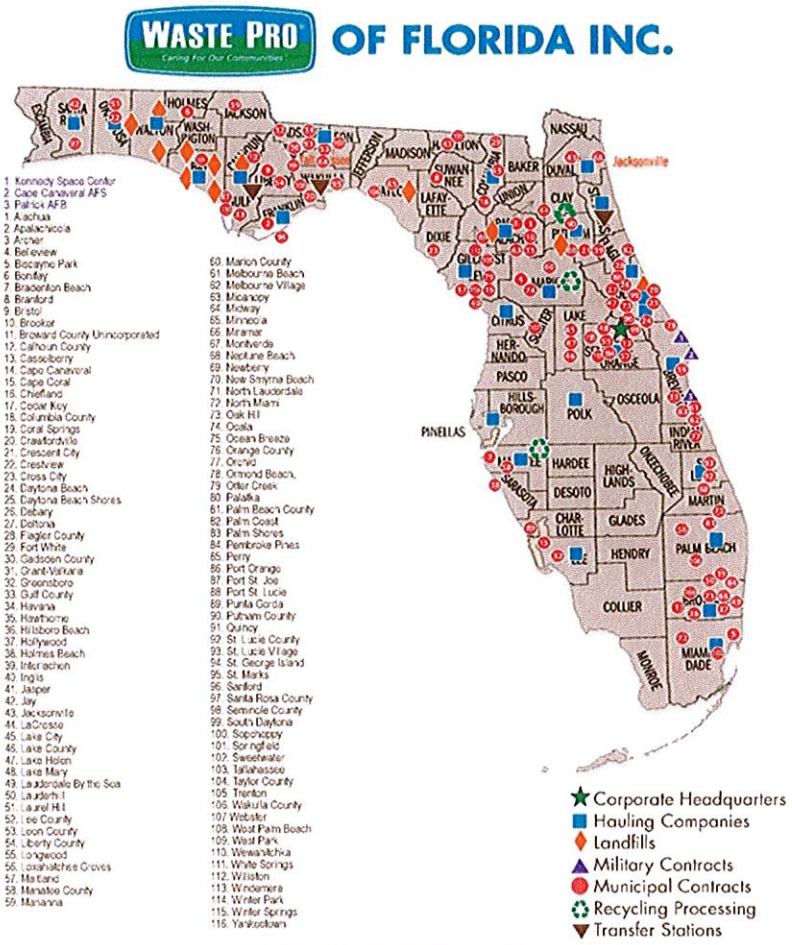


From over 75 operating locations in ten Southeastern states, Waste Pro today is managed by a highly experienced team of Regional Vice Presidents, Division Managers and support staff. Headquartered in Longwood, FL, a highly experienced senior management team is focused on one function: support the regions in administration, marketing and operations. In 2018, Sean Jennings, son of our founder, was named President and serves as our Chief Operating Officer.

The more than 2,900 heavy trucks (including many powered by Compressed Natural Gas) that are in service are built for longevity and safely. They also provide a safe, productive, and comfortable work base for our employees. The trucks are kept clean and have a striking environmentally themed color scheme with customized signage to represent local themes in each community. The trucks are equipped with 360-degree closed circuit television and audio for safety purposes.

At Waste Pro, we believe that our drivers and helpers are the face of the company from the street to the curb. That is why we are the only private company in the industry to offer our drivers a $10,000 Safety Award for every three years they work without accidents or other safety issues. Since 2004, more than $3.5 million has been awarded to our drivers that Care for Our Communities.

Today we are proud to offer services from seventy-five (75) locations in ten (10) states including Alabama, Arkansas, Florida, Georgia, Louisiana, Mississippi, North Carolina, South Carolina, Missouri and Tennessee. Waste Pro holds two hundred and six (206) exclusive City and County franchises and is currently contracted to provide solid waste and recycling services to over 2,000,000 residences and over 40,000 businesses. In addition, Waste Pro is now the largest recycling company in several of its locations including Atlanta, Birmingham, North Florida, and Sarasota.



WASTE PRO OF FLORIDA, INC.
Corporate Headquarters
2101 W SR 434 Suite 305, Longwood, FL, 32779
407-869-8800 Fax: 407-869-8884

Waste Pro is a well-funded private company with the resources and commitment to provide Cities, Counties, and private commercial businesses with the finest service available. We look forward to continuing our WIN-WIN relationship with the City of Port Orange! The Senior management team is fully capable of fulfilling and exceeding all contractual requirements, with each exceeding the City of Port Orange's proposal requirements.

Technical Understanding of the Proposal

Waste Pro understands the technical scope and services of this proposal including a Franchise Agreement to provide collection and transport services for single-family and multi-dwelling residential solid waste, recyclables, yard waste, bulky waste, white goods, electronic waste and tires; and, for commercial solid waste collected in individual containers, front-load containers/bins, and compactors citywide. This shall include multi-family units and mobile home parks, commercial hand pick-up, commercial and industrial

units (including vegetative garden and yard trash) and all refuse containers used by any of the areas or properties that are City owned, leased, rented and/or controlled by the City.

Background and Experience of the Respondent

John J. Jennings – Chairman

John J. Jennings is the founder and visionary behind Waste Pro's mission to create more sustainable, cost-effective waste and recycling solutions. As Chairman of the Board and Chief Executive Officer, he has transformed Waste Pro into one of the fastest growing solid waste companies in the United States, receiving national recognition for his strategic direction and development of innovative initiatives.

Prior to launching Waste Pro USA, Inc. in 2001, Jennings had an established reputation as a prominent leader in the recycling and waste disposal industry. From 1992 to 1995, Jennings served as chief executive officer of Jennings Environmental Services, the largest, privately-owned waste disposal company in Central Florida. Upon merging with USA Waste Services, Inc. in 1996, Jennings Environmental Services became a subsidiary and Jennings was named Regional Vice President for the Florida and Caribbean division. Commanding a management team composed of many of Waste Pro's current leaders, Jennings oversaw more than 160 municipal contracts that served 1.8 million residencies and 20,000 commercial enterprises.

Today, Waste Pro provides unparalleled collection and processing services from more than 75 local and regional operating facilities in Florida, Georgia, North and South Carolina, Alabama, Mississippi, Louisiana, Arkansas, Missouri and Tennessee. By adhering to the Jennings' Philosophy—a customer-centric approach that maintains the highest level of service and operational capacity—Waste Pro has grown into one of the largest, full-service, vertically integrated waste management companies. In 2019 our revenue exceeded $727 million, our staff consisted of 3,800 highly skilled professionals, and our mobile fleet contained over 2,900 heavy trucks. Yet, our success is not merely reflected in numbers. Under the direction of Jennings, Waste Pro has earned recognition as an environmentally-friendly, industry-leading company dedicated to protecting local, regional, and global ecosystems. Jennings serves on industry regulatory panels, government committees, and has been a featured speaker on environmental issues and policies at both the national and international level. In 2011, he was unanimously elected to the National Solid Waste Management Association Hall of Fame, became a finalist for the Ernest & Young Entrepreneur of the Year Award, and was the honorary keynote speaker of the 2011 Executive Roundtable for America's Solid Waste Leaders.

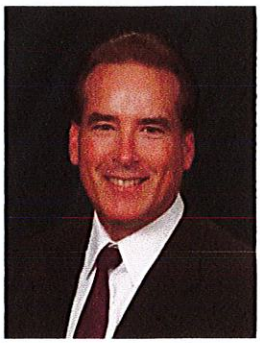
Although Jennings' vision and insight has landed Waste Pro on a national stage, it is his loyalty to his humble beginnings and core values that has made Waste Pro the company of customer-choice. His father, Michael Jennings, was an Irish immigrant who worked as a garbage man in Long Island. Putting in long hours each day, Michael Jennings taught his son the importance of a diligent work ethic, telling him that the quality of work you deliver is the reflection of who you are as a person. Jennings attended Holy Cross High School in Queens, New York, where he was later elected into the school's Hall of Fame for his Waste Pro accomplishments. He went on to earn his Bachelor of Science degree in Management and an MBA in Finance from St. Johns University, in addition to the Chartered

Investment Analysis degree from New York Institute of Finance. Early in his career, Jennings developed astute business savvy by working as a trader/analyst on the New York Stock Exchange.

Sean Jennings – President and CEO

Sean Jennings, son of Waste Pro Founder/Chairman John Jennings, has been exposed to every facet of the waste and recycling business throughout his life and more formally since joining the industry officially in 2012. Sean is a third-generation garbage man and native Floridian from Longwood. He previously served as the Division Manager of Waste Pro's Sarasota-Bradenton Regional Operations and Recycling Facility. In addition, he is as a Corporate Officer of Waste Pro USA, Inc. Following graduation from the University of Alabama, where he majored in economics and finance, Sean spent a year working in collection and landfill disposal in Costa Rica. Upon his return to the States, he spent a year in operations and landfill construction in Georgia and Mississippi. In 2014, Sean became the Division Manager for the Tampa-Clearwater area and then assumed management of the Bradenton-Sarasota Division in 2016, building CNG and recycling facilities to meet the needs of Manatee County's seven-year contract extension. In addition to his role as President, Sean serves on numerous community boards. In 2018, he was honored with *Waste360*'s 40 Under 40 Award. Sean was also a member of Waste Pro's inaugural Leaders Initiative class. Sean currently resides in Sarasota, FL.

Cort Sabina - Chief Financial Officer

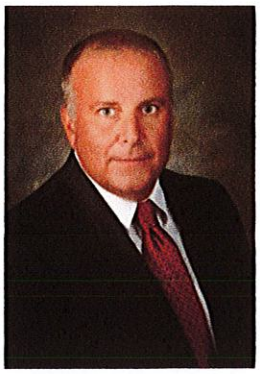


Cort Sabina has 29 years of in-depth accounting and financial management experience. At Waste Pro, he has served as Corporate Controller, Vice President and Chief Accounting Officer and is presently Vice President and Chief Financial Officer. Cort was elected to the Waste Pro Board of Directors in March 2015.

Cort's experience began with one of the Nation's largest Taft-Hartley Health and Welfare and Pension Funds, Central States Southeast and Southwest Area's Health and Welfare and Pension Funds in Chicago. During his 10 years with Central States, he held a variety of positions including Staff Auditor and Audit Manager. Widening his accounting skills in public accounting, he joined the "big four" firm Ernst & Young in Chicago, IL. He followed that role as Division Controller with Allied Waste in the Chicago market.

In 2000, Cort moved to Florida to join Florida Recycling Services (FRS). Following an acquisition by Waste Services (Progressive Waste), Cort continued with the company as a District/Regional Controller. Cort joined the management team of Waste Pro USA as Corporate Controller in July 2006. Cort is a member of the Rollins College Financial Leadership Network (FLN) as part of the CFO Council. Cort is also an Advisory Board Member of the FICFO (Florida Institute of CFO's) and an Advisory Board Member for Blackstone Global Insurance.

Keith Banasiak – Chief Operating Officer & Senior Vice President



As a Graduate of Indiana University with a B.S. in Business Administration, Keith Banasiak has more than 30 years of management experience in the waste industry. In 1987, he started in the non-ferrous scrap processing and reclamation industry. Primarily responsible for processing operations, he managed fleet operations, disposal of residual special waste and the facility environmental requirements of state and local governments. In 2001, he relocated to Ft. Myers as Regional Manager for a private solid waste and disposal hauling company. He was responsible for managing two facilities that covered four counties in South Florida. These municipal contracts consisted of 85,000 residential units and 7500 commercial accounts.

Banasiak, who was named Senior Vice President in 2019, has more than 30 years of experience in the waste industry. Prior to his promotion last year, he served as Regional Vice President of Waste Pro's Florida West Coast operations, one of the company's largest regions with more than 275,000 residential customers and more than 10,000 commercial customers across Florida's West Coast from Taylor County south through Collier County.

A resident of Southwest Florida, Banasiak is involved in many local and regional community organizations, including serving as Chairman Emeritus of both Keep Lee County Beautiful and Keep Manatee Beautiful. He also serves as Chairman for the Community Cooperative and board member for The Foundation for Lee County Public Schools.

Tim Dolan – Vice President of Municipal Marketing

Tim Dolan is the Vice President of Municipal Marketing for Waste Pro. A graduate of North Carolina State with a bachelor's degree in History, Tim oversees the municipal marketing process companywide. He works closely with the Regional Vice Presidents and the municipal marketing team who build relationships with city and county leaders across Waste Pro's ten-state footprint to secure new and renewed business. Tim began his career in the waste industry working summers at just 15 years old. He has been with Waste Pro for nearly 20 years, first as a Division Manager in Orlando, one of the region's largest divisions. He was promoted to Central Florida Regional Vice President in 2006 and in his time in that role, led one of Waste Pro's most successful regions by building meaningful and lasting relationships with local city, county, and municipal governments.

Major contracts led by Dolan include Daytona Beach, Port Orange, Ormond Beach, Lake Mary, Longwood, Cape Canaveral, Sanford, Seminole County, Orange County, Winter Park, Maitland, and most recently, Oviedo. In addition to his participation in numerous community organizations and events, Tim serves on the board of Community Leaders and Elected Officials as well as Florida Citrus Sports.

Erik Sankey – Regional Vice President, Central Florida

Erik Sankey has more than two decades of experience in the waste industry, previously holding managerial roles with two major national haulers. In addition, he has experience as an owner/operator for smaller regional waste haulers. Sankey joined Waste Pro in 2019 as Regional Operations Manager for Central Florida and was promoted to Regional Vice President in 2020.

As Regional Vice President for the company's Central Florida region, Sankey oversees operations in Orlando, Sanford, Cocoa, Daytona Beach, Ocala, and Lake County. The Central Florida region is one of Waste Pro's most successful with service to many major Florida cities and counties, including Winter Park, Cape Canaveral, Daytona Beach, Port Orange, South Daytona, Ormond Beach, Holly Hill, Lake Mary, Ocala, Lake County, Seminole County, Maitland, and most recently, Oviedo. In addition to managing the region's six divisions, Sankey oversees a recycling facility in Ocala, a transfer station in Ormond Beach, and compressed natural gas (CNG) stations in Sanford and Daytona.

TAB C – COMPANY HISTORY, QUALFICATIONS, ABILITY AND CAPACITY

Company History
A complete company history, including history and experience of Senior Executives is included in Tabs B and I of this response to Request for Proposal #21-01.

1. Legal name and principal office address.

Waste Pro of Florida, Inc. Corporate Headquarters 2101 W. State Road 434 Longwood, Florida 32779	Waste Pro of Florida, Inc. Regional Headquarters 3705 St. Johns Pkwy Sanford, Florida 32771	Waste Pro of Florida, Inc. Daytona Beach Division 925 S. Clyde Morris Blvd. Daytona Beach, Florida 32114

2. Telephone number and e-mail address.

Erik Sankey, Regional Vice President esankey@wasteprousa.com 407-401-6771	Ken DeForest, Division Manager kdeforest@wasteprousa.com 386-631-2109

3. State of incorporation of the entity.

   Florida

4. List of names and addresses of the primary owners/board members.

   John J. Jennings, Chairman
   Longwood, Florida
   Cort Sabina, CFO, EVP
   Longwood, Florida
   Sean Michael Jennings, CEO, President, Secretary
   Sarasota, Florida
   Keith Banasiak, COO, SVP
   Ft. Myers, Florida

5. Name of agent who is authorized to negotiate with the City of Port Orange.

   Erik Sankey, Regional Vice President
   3705 St. Johns Parkway
   Sanford, Florida 32771
   esankey@wasteprousa.com
   407-401-6771

6. List of currently or previously performed projects of similar work.

City of Port Orange, Florida
Mick Neals, Solid Waste Manager
1000 City Center Circle
Port Orange, Florida 32129
Phone: 386-506-5571
Email: mneals@port-orange.org
Description of Work: Twice a week solid waste, once per week recycle and yard waste (w/out carts)
House Count: 25,145
Contract Start Date: 11/1/2012 - current

City of Lake Mary, Florida
City Manager, Kevin Smith
100 N. Country Club Road
Lake Mary, Florida 32746
Phone: 407-585-1419
Email: ksmith@lakemaryfl.com
Description of Work: Once a week solid waste, recycle, yard waste (w/carts)
House count: 5,110
Contract Start Date: 03/01/2009 - current

City of Winter Park, Florida
Michelle Del Valle, Assistant City Manager
401 Park Avenue South
Winter Park, FL 32789
Phone: 407-599-3236
Email: mdelvalle@cityofwinterpark.org
Description of Work: Twice a week solid waste, once per week recycle and yard waste (w/carts)
House count: 9,733
Contract Start Date: 05/01/2009 -current

City of Winter Springs, Florida
Shawn Boyle, City Manager
1126 East State Road 434
Winter Springs, FL 32708
Phone: 407-327-5957
Email: sboyle@winterspringsfl.com
Description of Work: Twice a week solid waste, once per week recycle and yard waste (w/carts)
House count: 11,419
Contract Start Date: 03/01/2006 - current

City of Jacksonville
Chief of Solid Waste, Will Williams
1031 Superior St.
Jacksonville FL 32254
Phone: 904-254-7500
Email: willw@coj.net
Description of work: Once per week collection of solid waste, yard waste, recycled goods & bulk (w/carts)
House count: 76,000
Contract Start Date: Oct 2007 to current

Seminole County, Florida
Deputy County Manager, Tricia Johnson
1101 E. First Street
Sanford, FL 32771
Contract Term: 2010 to current
Phone: 407-665-7224
Email: tajohnson@seminolecountyfl.gov
Description of work: Twice per week collection of solid waste, once per week yard waste, recycled goods & bulk (w/out carts)
Area 1: House Count: 23,800
Area 3: House Count: 24,500

7. Provide a summary of qualification and experience of providing installation, configuration, maintenance of facility security, access control, and surveillance cameras.

This does not apply to the solid waste and collection RFP.

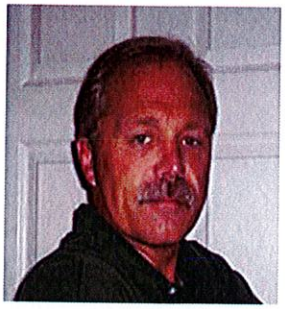
TAB D – PROJECT MANAGEMENT PLAN

Provide work plan, including staffing plan and equipment list, to perform the required services outlined in the scope of work. The Project Management Plan shall include the outline of the transition plan to implement the service with minimal disruption of service quality; including but not limited to explanation of educational processes for residents and distribution of new dumpsters and/or cans (if the vendor supplied residential can option is selected). The Project Management Plan shall include an overview of equipment maintenance, container maintenance, and safety performance.

Include the quality and effectiveness of your customer service plan; the background, qualifications, and relevant experience of individuals designated to provide services defined in the scope of service (Liaison, Managers, and Supervisors that will be assigned to this contract). The Plan shall include examples of how Contractor has overcome difficulties and obstacles.

Background, Qualifications, Relevant Experience of Individuals Designated (Liaison, Managers, and Supervisors that will be assigned to this contract)

Ken DeForest, Division Manager, Waste Pro-Daytona Beach



Ken grew up on Staten Island in NYC. He attended the University of Florida majoring in Journalism and competed on the Nationally-ranked UF swim team as a springboard diver. Prior to his solid waste career, he owned a trucking company in Fairbanks Alaska. His solid waste career started in 1980 when he joined SCA Services in West Palm Beach, FL as Operations Manager. Ken has worked in Solid Waste Operations and Customer Service at the Division, Region and Corporate level for the last 41 years.

Ken joined Waste Pro in December of 2015 as Division Manager for Daytona Beach with responsibilities for Volusia County operations with 102 daily routes, 215 employees and 4 locations including the hauling company, a C&D Landfill, a container maintenance facility and the Ormond Beach Transfer Station. The Daytona Beach Waste Pro Team completes over 450,000 weekly services for our customers in Volusia County.

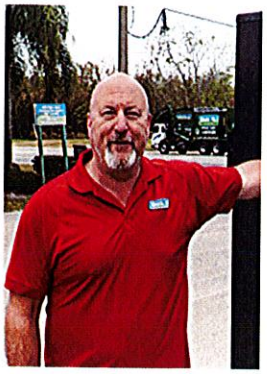
Ken is active with many organizations in the community, including Toys for Tots, the New Smyrna Beach Rotary Club, multiple Volusia County Chamber of Commerce's, the Southeast Volusia Chamber of Commerce Environmental Committee, the League of Cities, and also serves as Vice President of Operations on the Board of the Boys and Girls Club of Volusia/Flagler Counties. He is married to Pam and has 5 children, Kenny, Kim, Jackie, Alyssa & Shannon and two grandchildren. Ken enjoys many outdoor activities including golf, boating, and camping.

As Division Manager, Ken has primary responsibility for support, accounting and operational procedures at the Volusia County Division. Ken is accountable for the growth and development of the division's revenue, the success and development of the division staff, and is the end of the line manager for all functions at the division level.

Susie Dolan, Director of Community Affairs and Government Relations, Central-East Florida: In 2014, Susie joined the Waste Pro team as Director of Community Affairs and Government Relations for the Central Florida region, which includes Orange, Seminole, and Volusia Counties. She is based in Waste Pro's Sanford office, which serves as the Regional Headquarters. Her responsibilities include building and maintaining relationships with municipalities to promote contract retention and grow Waste Pro's customer base, interacting with customers, and more.

Susie is very active in the Central Florida community, with involvement in more than a dozen local organizations, including: St. Johns River Water Management District Governing Board, Central Florida Water initiative Steering Committee, Seminole County Human Trafficking Task Force, Seminole State Foundation Board Member, Past-President DeLand Area Chamber of Commerce, Seminole County Regional Chamber of Commerce Board of Directors, PARCs Foundation (Seminole County) Board Member, Lake Mary Rotary Club Boys & Girls Club of Volusia/Flagler (Board Member 2013-2016), Boys & Girls Club of Central Florida (Current Board Member), Leadership Seminole Class 20, Leadership Winter Park Class 24, Leadership West Volusia Graduate 2014, Leadership Ormond Beach Graduate Class XII, Leadership Daytona Beach Graduate 2016, Board of Directors Central Florida Council Boy Scouts USA, Board Member Ali's Hope Foundation, Board Member Seminole State Foundation and Co-Chair, Seminole County Boy Scout Golden Eagle Dinner. sdolan@wasteprousa.com; Phone: 407-924-3405

Steve Cameron – Operations Manager



Steve is a native of Montana and a 30-year veteran of the solid waste, recycling and liquid waste industry. Steve started in the business as a driver and has progressively advanced in the business as a Supervisor, Operations Manager and District Manager. Steve joined Waste Pro in January of 2017 as Operations Manager for Daytona Beach with responsibilities for Volusia County operations of 102 daily routes, 200 employees and 2 locations including the hauling company and container maintenance facility. The Operations Team completes over 440,000 weekly services for our customers in Volusia County.

Steve is a Volusia County resident and married to Crystal with one son Austin. Steve enjoys many outdoor activities including boating and camping. Steve holds a USCG Master Captain License and operates an offshore fishing and site seeing Charter service in New Smyrna Beach.

As Operations Manager Steve has primary responsibility for providing oversight, coordination, supervision, planning, administration, training and logistical support for the Volusia County contract. His efforts weigh heavily on the safe and successful collection, transportation and disposal of residential/commercial solid waste and recyclables. This role requires superior organizational skills that help in driving continuous improvement surrounding operations, clients and employees. In partnership with the Division Manager, Steve will meet defined objectives, provide timely reporting, training, coaching and discipline.

Stephanie Lyons – Office Manager

Stephanie has worked in the waste removal and recycling industry for over 24 years during her career. She began working with John Jennings at Industrial Waste Services in the early 90's, employed as his executive assistant. She also supported the Sales Department in preparing proposals and correspondence. She then joined John when he decided to branch off and start Jennings Environmental Services. She served as the Office Manager and handled almost every task from customer service to billing in the small office. The company grew very fast and eventually merged with USA Waste Services, which is now Waste Management. Stephanie served as the executive assistant for John and senior management. After John parted ways with Waste Management, Stephanie joined him in starting a company that would later become Waste Pro. Stephanie took a 6-year hiatus to stay at home and raise her young daughter. Once her daughter entered high school, she decided it was time to go back to work. She called John to find out if he had any positions available at Waste Pro and was amazed at how fast the company had grown in her absence. Fortunately, the City of Daytona Beach had recently awarded Waste Pro with their contract. The new office in Volusia County needed an Office Manager so the timing couldn't have been better. Stephanie has now been with Waste Pro since 2007. Her responsibilities consist of many duties working with local municipalities, including billing, franchise reporting and implementing pricing updates. In addition to the Cities mentioned above, Stephanie has worked with the Cities of Port Orange, New Smyrna Beach, Ormond Beach, Holly Hill, South Daytona, Oak Hill, Lake Helen, Debary, Daytona Beach Shores, Orange City, Sanford, Ponce Inlet, Orlando, and Apopka. She has also dealt directly with Volusia County in the past regarding their commercial contract with Waste Pro, including annual rate changes, invoicing, and special events.

As the Office Manager, Stephanie is responsible for the day to day administrative, customer service and accounting functions within the office. Supervision of billing clerks, collections department, customer service department, payables and payroll/HR functions are required. Stephanie works hand in hand with the Division Manager and Operations Manager to meet all reporting requirements and to make sure all things are running smoothly. Stephanie is also responsible for overseeing the customer service department and ensuring Waste Pro delivers the highest level of customer service possible. She supervises Customer Service Representatives through training, coaching, and mentoring. She is responsible for investigating customer issues and finding solutions. She resolves complaints and service issues and asks customers to provide feedback on agents and customer service experience. She also serves as a Liaison for municipalities.

Kelly Moran – Port Orange Customer Service Liaison

Kelly Moran is the City Liaison for Waste Pro in Port Orange, FL. Kelly joined Waste Pro in 2014 as a customer service representative. Kelly began working in Port Orange in 2016 and does a great job of interacting with the Staff and Citizens of Port Orange. Kelly has a seasoned perspective on how to deliver quality customer service. By day, you can find Kelly receiving and responding to sensitive complaints and questions from the public and city council members. Her time is spent coordinating efforts with the City to solve complex issues and work to ensure all situations are addressed as quickly as possible and

correctly. Kelly's main objective is to find answers to questions and solutions to any issues to improve City responsiveness to citizens. By night, she is typically at CrossFit or spending time with her pups.

Work Plan

Base Bid

Waste Pro is proposing to upgrade the existing fleet to all new vehicles. All solid waste rear end loaders and front loaders will be powered by clean burning, low emissions Compressed Natural Gas (CNG) engines. We also propose to upgrade our recycling fleet by supplying split body compaction trucks. These trucks will reduce route time and allow routes to be completed without having to break off and dump the recycling material several times during the route.

The existing collection schedule for garbage, household trash, bulk and regular yard waste will be followed for the next contract. Customers will continue to receive two time per week garbage, household trash and bulk collection and one time per week yard waste service. Large pile yard waste collection will follow the existing Zone collection schedule however, we plan to make some minor changes in the large pile Zones to balance the workload.

Residential garbage, household trash and bulk collection will be serviced utilizing rear load compaction trucks with a crew of (2) employees. The crew will consist of a driver and helper and, in some instances, we will utilize our Driver/Driver Team strategy. By staffing with several Driver/Driver Teams we are able to build additional driver staff into everyday operations. Crews are scheduled to start their day with enough time to receive any daily instructions, perform all pre-trip equipment inspections and travel to the start of the route so that we can begin collection at 7:00AM each day. Each route will follow the same sequence of collection as we establish and work throughout the day until the route is complete. If the truck becomes loaded during the shift prior to completion of the work, the crew will travel to the Landfill and then return to the last area serviced to restart collections. All cans, bags and bulk material will be picked up at each home. Containers will be placed back where found and out of the roadway. If the quantity, size or weight of any bulk material does not allow the collection crew to pick up the material, the driver will contact the Supervisor and the material will be scheduled and picked up within 24 hours.

Yard waste collection will be completed City-wide on Wednesday utilizing the garbage crews and rear load compaction trucks. All yard waste that meets the contract limits will be collected each Wednesday.

Recycling collection will be completed each week utilizing split body, rear load compaction recycling trucks and or side load split body recycling trucks. We are proposing to make some recycling collection schedule changes to provide recycling on the same day as the large yard waste pile Zone day.

Commercial collections are completed by utilizing front load compaction trucks to service 2yd, 4yd, 6yd and 8yd containers with service up to 7 days each week. Our commercial routes are well established and we propose to continue operating (2) full time routes. Commercial hand pickups are completed by the residential routes and will be made once or twice each week depending on the option selected by the City. Roll off service is either an on-call or scheduled service based on customer requests. We operate (1) full time roll off route and have the ability to add additional routes as needed to meet the customer demands. Other than the frequency of commercial hand pick up, commercial and roll off collections are the same with the base bid, Alternate 1 and Alternate 2.

Daily Route Recap - Base Bid			
Vehicle Type	Waste Type	# Vehicles	Op Days
Roll Off	MSW/C&D	1	Mon-Sat
Front Load	MSW	2	Mon-Sat
Rear Load	MSW/Bulk	9	Mon, Tue, Thu. Fri
Rear Load	Yard Waste	10	Wed
Recycle REL	Dual Sort Recycle	3	Mon-Fri
Grapple	Yard Waste / Bulk	2	Mon - Sat

Alternate 1

Alternate 1 will require a re-route for City garbage, yard waste and recycle routes. We propose to develop a 5 zone collection strategy with boundaries similar to the existing yard waste large pile Zones.

Residential garbage, household trash and bulk collection will be completed utilizing Rear load compaction trucks with a crew of (2) employees. The crew will consist of a driver and helper and, in some instances, we will utilize our Driver/Driver Team strategy. The operating process will be the same as the base bid information above.

Yard Waste collection will be completed on the same day and in the same zone as the garbage collection utilizing rear load compaction trucks and grapple trucks for any large piles. All yard waste that meets the contract limits will be collected.

Recycling collection will also be collected on the same day as garbage and yard waste utilizing split body rear load trucks.

Routing for all services will be scheduled so to avoid congestion in any areas of the City. Route starting points will be staggered so that multiple collections are not occurring at the same time on the same streets.

Daily Route Recap - Alternate 1			
Vehicle Type	Waste Type	# Vehicles	Op Days
Roll Off	MSW/C&D	1	Mon-Sat
Front Load	MSW	2	Mon-Sat
Rear Load	MSW/Bulk	6	Mon - Fri
Rear Load	Yard Waste	2	Mon - Fri
Recycle REL	Dual Sort Recycle	3	Mon-Fri

Alternate 2

Alternate 2 will require a re-route for the City garbage, yard waste and recycle routes. We propose to develop a 5 zones collection strategy with boundaries similar to the existing yard waste large pile Zones.

Residential garbage, household trash and bulk collection will be accomplished utilizing a combination of Automated side load (ASL) trucks with a one- person crew and Rear load compaction trucks with a crew

of (2) employees. ASL routes will focus on servicing the containers and the rear load routes will be responsible for bulk material and some container collections.
Yard Waste collection will be completed on the same day and in the same zone as the garbage collection utilizing rear load compaction trucks and grapple trucks for any large piles. All yard waste that meets the contract limits will be collected.

Recycling collection will also be collected on the same day as garbage and yard waste utilizing split body rear load trucks. Again, as in Alternate 1, Route starting points will be staggered so that multiple collections are not occurring at the same time on the same streets.

Daily Route Recap - Alternate 2			
Vehicle Type	Waste Type	# Vehicles	Op Days
Roll Off	MSW/C&D	1	Mon-Sat
Front Load	MSW	2	Mon-Sat
ASL	MSW-containers	4	Mon - Fri
Rear Load	MSW-Bulk	2	Mon - Fri
Rear Load	Yard Waste	2	Mon - Fri
Recycle REL	Dual Sort Recycle	3	Mon - Fri

Staffing Plan
Our existing staff will be utilized for the Port Orange contract. These team members are familiar with the City staff as well as residents. The current Waste Pro staff members are familiar with the City routes, daily traffic patterns, the environmental factors and other nuances of the City. With this knowledge, our staff are able to provide the best service to your customers.

(A detailed description of Senior team members is provided under the Background, Qualifications, Relevant Experience of Individuals Designated (Liaison, Managers, and Supervisors that will be assigned to this contract), section of this Tab.) Below is an overview of local staffing:

Division Manager	1
Office Manager	1
Customer Service	2
Operations Manager	1
Maintenance Manager	1
Commercial/Roll Off Drivers	3
Residential Drivers	10
Residential Helpers	10
Recycling Drivers	3
Recycling Helpers	3
Grapple Drivers	2
Swing Driver	1
Container Maintenance	2
Supervisor/Lead	2
Mechanics	3
Total	45

The following describes the responsibilities of additional team members designated to support the City of Port Orange contract.

Dedicated Customer Service

We have maintained an office at the City Public Works facility for the last 9 years and have developed a close working relationship with City Staff. Our phone system is programmed to send all calls from the City of Port Orange to Kelly Moran, our dedicated Representative at the City. If Kelly is on the phone at the City office, the calls automatically route to the next available agent in our Daytona office. We routinely handle calls for service from City residents and communicate the required actions to operations, billing or Waste Pro Management. Calls are documented in Trac Ez which provides real time communications and updates to both the City and Waste Pro operations. We also interact with the City's customer service staff on a daily basis to provide information and updates on any issues.

Customer Service Representatives

Our Customer Service Representatives are the front line. They are trained and mentored to deliver the highest level of customer service possible. They are trained on best practices and techniques for listening and handling customer complaints. The Customer Service Representatives process calls from customers, serve as the end-to-end point of contact for customers, and resolve customer issues. They collaborate with a team of customer service representatives to meet overall call center objectives and enhance the customer service functions to exceed customers' expectations.

Customer Service

Live Person Answering Telephone

Waste Pro has a service staff that will be available to handle any inquiries from the residents of the City of Port Orange. We are convinced that delivering excellent customer service to our customers is our biggest asset. We welcome our customers to call or email us at any time for any concerns they may have. Our supervisory and management team is always ready to assist our in-house customer service department.

During regular business hours we always have "real people" answering the telephones; we do not use automated or contracted services. Even after hours and on weekends and holidays we have our voice mail system activated with an emergency contact name and number for residential customers. All calls left on our voice mail system are answered and recorded no later than 9:00 am the following business day. When we receive a call, no matter the nature, our customer service representatives handle the call from start to finish. If the matter needs additional or special attention any of our management staff are happy to assist. We want to leave the customer feeling that their problem has been solved and that it will not occur again.

Waste Pro takes its commitment to customer service seriously.

- All CSR's are put through a comprehensive training and orientation letting them know company policies and procedures.
- CSR's are taught the Waste Pro Way and what is expected of them regarding customer service.

- New CSR's are required to go through a two-week training program before they can answer calls unsupervised.
- **We answer calls locally in Port Orange and Daytona Beach, Florida.**
- **We do not believe in automated attendants or "Out-of-State Call Centers". Real people who live and work in Port Orange answer the phone.**
- **CSR's are trained as to the specific service requirements of the City of Port Orange.**
- **Our Office Manager is responsible for seeing that all issues are closed out or scheduled by the end of the day.**

In the event one of our customers does have an issue, we go through a 5-step process:

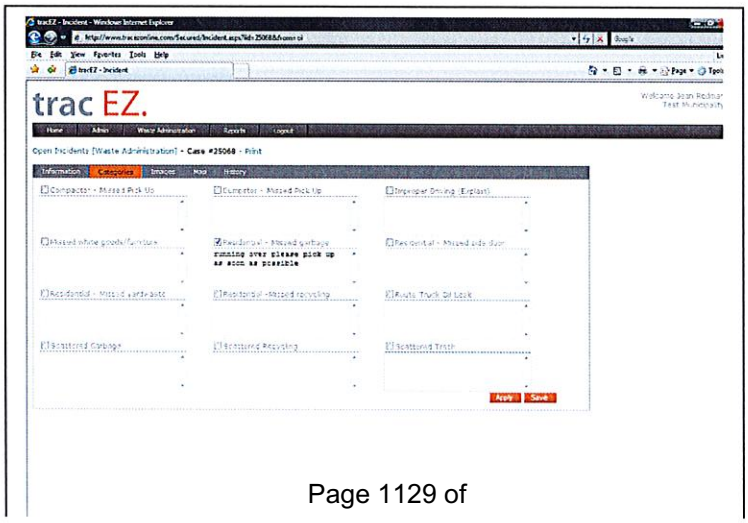
1. A customer issue is received through the Trac EZ system or called in and entered in Trac EZ.
2. The issue is then assigned for resolution to the appropriate party (i.e. billing, operations etc.) by the designated customer service representative for Port Orange.
3. Resolution is reported back to the designated customer service representative and the work order is closed out in Trac EZ.
4. The customer is contacted to make sure that there has been a resolution to their issue.
5. The Customer Service Manager reviews all issues daily to make sure that all items are resolved by the end of the business day.

No customer issue will go unanswered at the end of the day.

Trac EZ®

Trac EZ is the most efficient message tracking system in the industry. This system provides 24-hour service request or issue reporting in live time for both the City staff and its residents. It tracks when the call was made, who received it, the following steps, and how the request was handled. This process allows us to effectively track a call, request, or other in a complete manner and is totally transparent to the customer. The customer can check the status of the request by simply going online. During the process, the customer can see what is happening. It is just that simple and easy! We feel so confident at Waste Pro that we provide the best and most efficient service possible in our industry and are not afraid the share this information with our partners.

Trac EZ Sample Page:



Residential Route Supervisor & Lead

Mike Hunter and Curtis McCrea are the Waste Pro Supervisor and Lead for the City of Port Orange. Mike has managed our residential operations in the City for the last 4.5 years and Curtis has over 6 years of experience servicing the City of Port Orange. They work closely with City Staff on a daily basis to ensure the best possible service to the residents of Port Orange. The Residential Route Supervisor is responsible for supervising daily activities of residential drivers and helpers to ensure safe, timely, and cost-effective delivery of contracted residential services in accordance with Waste Pro practices and procedures and applicable regulations. Our Supervisors understand Waste Pro Core Values and apply principles of Positive Leadership in supervision of drivers and helpers.

Residential Driver

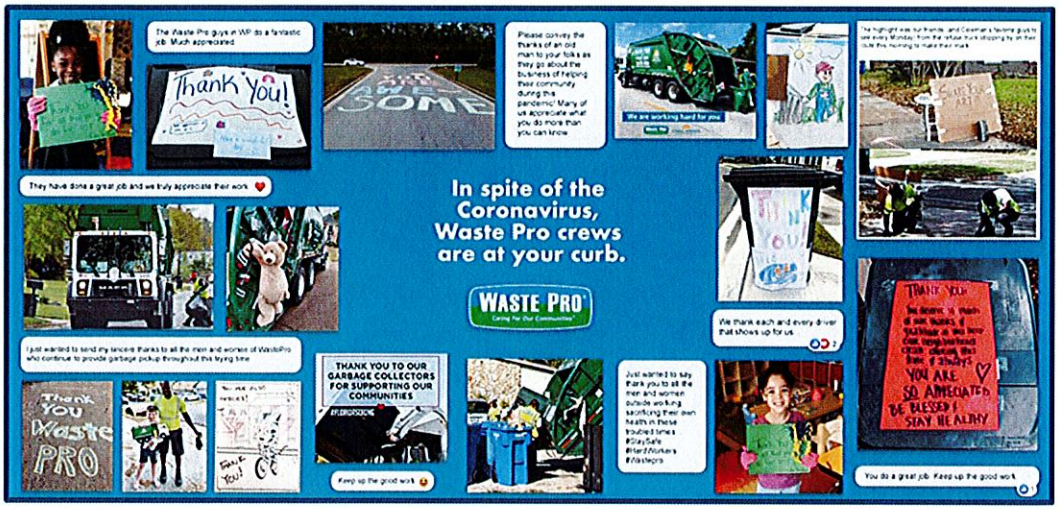
The Residential Driver operates refuse collection vehicles on pre-assigned and special routes to pick up garbage, yard waste, or recycling. The driver oversees the work of helpers assisting on assigned route; performs pre-trip and post-trip truck safety checks and cleaning; and performs other related work as assigned. Work is performed under supervision and safety and performance is reviewed while in progress and upon completion through direct observation of routes, and discussion of problems.

Helper

The Helper is responsible for assisting the refuse truck driver on pre-assigned and special routes to pick up garbage, yard waste, or recycling. Employees in this job classification must attend and participate in Waste Pro sponsored safety and training courses as assigned. Employees in this job classification are trained on current technology, as job appropriate, being used by Waste Pro USA.

Strategy

Our staffing strategy provides guarantees that there will be no service disruptions due to staff shortages. Each year we budget extra drivers and laborers to cover vacation, personal time off, sick leave and any other issues that effects staffing. When the Covid-19 pandemic hit, this became even more critical. Maintaining the continuum of service in our communities is paramount to the health and cleanliness of the people. This had to be done while at the same time making sure our employees were safe. We immediately instituted a plan to cover potential labor shortages due to the virus, while implementing a detailed COVID-19 Exposure Prevention Plan pursuant to the CDC guidelines. As a result, we have had no service issues with our municipalities and keeping our employee exposure to a minimum. Our Covid-19 Plan is detailed further under the Safety section of this Tab.



We also utilize a Driver/Driver Team strategy that provides additional staffing for drivers. Our Daytona Division has a large work force of 215 employees and when necessary we can move personnel from one assignment to another to cover any shortages. Each of our Supervisors is teamed up with a Lead who can also provide backup if needed. Current staffing levels will continue into the new contract. If the City growth in homes or commercial businesses continues we will add additional staff and routes as required.

We believe if you perform the service correctly, there are no complaints. All employees are put through a comprehensive training and orientation letting them know our company policies and procedures.

We currently have all positions required to start the new contract however, if we have any staffing needs we will fill any vacancies a minimum of 2 weeks prior to the start of work.

Waste Pro has a proven successful New Employee Onboard Training Program for Operations:

Pre-Arrival
Send welcome letter and packet of information (e.g. benefits, first day agenda, names of staff, etc.)

Assign a "peer supporter" to teach new employees about the organization, offer advice, help with job instruction, and provide support in social terms.

Have workspace prepared (truck, supplies, key manuals)

- Have computer configured and ready to use and e-mail account up and running, as applicable
- Put together first-day forms, other necessary information, and enroll him in New Employee Orientation.
- Announce to staff when new employee will be joining them

Day 1

- Introduction to Waste Pro and our philosophy.
- Compliance with State and Federal regulations to include discussions, lectures, videotapes and written materials.
- Assistance with employee enrollment in company programs.
- Introduction to 3rd Eye system.

First Day Following Orientation with Safety Trainer

- Meet at preset time and location
- Tour building/organization/truck/shop, as applicable.
- Introduce employee to "peer supporter"
- Have the Division Manager welcome employee, preferably in person.
- Encourage others to welcome them aboard.
- Provide employee with timecard and demonstrate how to use the timeclock.
- Review a route sheet and map.

First Week

- Peer Supporter to discuss role and responsibilities
- Route Supervisors check in on route to get feedback, address issues, if any.
- Route Supervisors check in with peer supporter.
- Introduction to the Safety Lane, pre-trip and post-trip inspections and requirements.
- Operations Manager to discuss performance expectations, and initial work assignments
- Have employee meet Safety personnel, HR/Payroll personnel, and other key team members.
- Safety Trainer contacts the new hire to check in on their experience so far.

First Month

- Review 3rd Eye.
- Check employee's progress weekly
- Have progress review and planning meeting at the end of the first month -provide and get feedback. Explain expectations and coach them on anything that may have been observed.
- Acknowledge employees in safety meeting for 30 days of service.

45 Days

- HR mails out postcard regarding benefits and contact information.
- Safety Trainer contacts the employee to check in and collect feedback.
- Route Supervisor completes a New Hire Survey and submits it to HR and the Operations Manager for review and follow up.

60 Days

- Route Supervisor and Operations Manager meet with employee for open discussion.
- HR follow up on questions and benefit enrollment registration.

90 days

- Observe employee's work on regular basis - provide ongoing feedback, answer questions.
- Recognize the employee and the referring employee, if any, in the safety meeting. Pay out referral, if required.
- Safety Trainer contacts the employee to check in and collect feedback.

- Employees are taught the Waste Pro way and what is expected of them professionally and with regard to customer service.
- New employees are then placed on a route and trained for two weeks before they are allowed to operate unsupervised.
- Employees are educated on the specific needs of the municipality that they service and what the rules and regulations are.
- Our weekly bonus program rewards employees for exemplary customer service.
- The Route Manager's responsibility is to ride behind all routes to pick up misses or late set outs.
- We check and double check our work to eliminate complaints before they happen. Waste Pro takes its commitment to customer service seriously.

Equipment List

Our fleet is the largest solid waste fleet in Volusia County. We utilize a combination of Diesel and Compressed Natural Gas (CNG) vehicles. We have both diesel and CNG fueling stations at our facility in Daytona Beach including a backup generator which runs our fueling stations in the case of any power outages. During the last few storm events in the area we lost power but were still able to operate our fleet.

The following is a list of our proposed fleet:

Port Orange Fleet Listing - Base Bid				
Type	**Truck #**	**Year**	**Chassis**	**Body**
Roll Off	TBA	2021	Peterbilt	Galfab
Front Load	TBA	2021	Mack/Autocar	McNeilus/EzPack
Front Load	TBA	2021	Mack/Autocar	McNeilus/EzPack
Rear Load	TBA	2021	Mack/Autocar	McNeilus
Rear Load	TBA	2021	Mack/Autocar	McNeilus
Rear Load	TBA	2021	Mack/Autocar	McNeilus
Rear Load	TBA	2021	Mack/Autocar	McNeilus
Rear Load	TBA	2021	Mack/Autocar	McNeilus
Rear Load	TBA	2021	Mack/Autocar	McNeilus
Rear Load	TBA	2021	Mack/Autocar	McNeilus
Rear Load	TBA	2021	Mack/Autocar	McNeilus
Rear Load	TBA	2021	Mack/Autocar	McNeilus
REL Recycle	TBA	2021	Mack/Autocar	McNeilus-split body
REL Recycle	TBA	2021	Mack/Autocar	McNeilus-split body
REL Recycle	TBA	2021	Mack/Autocar	McNeilus-split body
Grapple	TBA	2021	Freightliner	Petersen
Grapple	TBA	2021	Freightliner	Petersen
Pickup	TBA	2021	Chevy	1500
Spare Equipment				
Roll Off	TBA	various	Peterbilt	Galfab
Front Load	TBA	various	Mack	McNeilus
Rear Load	679	2017	Mack	New Way
Rear Load	523	2017	Autocar	McNeilus
Grapple	427	2019	Freightliner	Petersen

Port Orange Fleet Listing - Alternate 1				
Type	**Truck #**	**Year**	**Chassis**	**Body**
Roll Off	TBA	2021	Peterbilt	Galfab
Front Load	TBA	2021	Mack/Autocar	McNeilus/EzPack
Front Load	TBA	2021	Mack/Autocar	McNeilus/EzPack
Rear Load	TBA	2021	Mack/Autocar	McNeilus
Rear Load	TBA	2021	Mack/Autocar	McNeilus
Rear Load	TBA	2021	Mack/Autocar	McNeilus
Rear Load	TBA	2021	Mack/Autocar	McNeilus
Rear Load	TBA	2021	Mack/Autocar	McNeilus
Rear Load	TBA	2021	Mack/Autocar	McNeilus
Rear Load	TBA	2021	Mack/Autocar	McNeilus
Rear Load	TBA	2021	Mack/Autocar	McNeilus
REL Recycle	TBA	2021	Mack/Autocar	McNeilus-split body
REL Recycle	TBA	2021	Mack/Autocar	McNeilus-split body
REL Recycle	TBA	2021	Mack/Autocar	McNeilus-split body
Grapple	TBA	2021	Freightliner	Petersen
Grapple	TBA	2021	Freightliner	Petersen
Pickup	TBA	2021	Chevy	1500
Spare Equipment				
Roll Off	TBA	various	Peterbilt	Galfab
Front Load	TBA	various	Mack	McNeilus
Rear Load	679	2017	Mack	New Way
Rear Load	523	2017	Autocar	McNeilus
Grapple	427	2019	Freightliner	Petersen

Port Orange Fleet Listing - Alternate 2				
Type	**Truck #**	**Year**	**Chassis**	**Body**
Roll Off	TBA	2021	Peterbilt	Galfab
Front Load	TBA	2021	Mack/Autocar	McNeilus/EzPack
Front Load	TBA	2021	Mack/Autocar	McNeilus/EzPack
ASL	TBA	2021	Mack/Autocar	McNeilus
ASL	TBA	2021	Mack/Autocar	McNeilus
ASL	TBA	2021	Mack/Autocar	McNeilus
ASL	TBA	2021	Mack/Autocar	McNeilus
Rear Load	TBA	2021	Mack/Autocar	McNeilus
Rear Load	TBA	2021	Mack/Autocar	McNeilus
Rear Load	TBA	2021	Mack/Autocar	McNeilus
Rear Load	TBA	2021	Mack/Autocar	McNeilus
REL Recycle	TBA	2021	Mack/Autocar	McNeilus-split body
REL Recycle	TBA	2021	Mack/Autocar	McNeilus-split body
REL Recycle	TBA	2021	Mack/Autocar	McNeilus-split body
Grapple	TBA	2021	Freightliner	Petersen
Grapple	TBA	2021	Freightliner	Petersen
Pickup	TBA	2021	Chevy	1500
Spare Equipment				
Roll Off	TBA	various	Peterbilt	Galfab
Front Load	TBA	various	Mack	McNeilus
Rear Load	679	2017	Mack	New Way
Rear Load	523	2017	Autocar	McNeilus
Grapple	427	2019	Freightliner	Petersen

Outline of Transition Plan

If Waste Pro is awarded the contract, the transition would be virtually seamless. Waste Pro can begin transition immediately and the residents and businesses of Port Orange can continue to receive the excellent level of service that they have come to expect. Our drivers and helpers are familiar with your City and its routes. We can provide the continuum of excellent service that no other company can. Our drivers are experts on your City and its solid waste and recycling routes. Waste Pro can begin the transition before November 1st, 2021 and begin providing any new services required by the contract. As your current hauler, Waste Pro has the unique ability to begin implementing any contract changes well in advance of the startup date.

Our detailed Transition Plan is outlined in Tab E – Transition Plan section of this response to the Request for Proposal.

Distribution of New Dumpsters and or Cans

As your incumbent contractor, delivery of commercial front load containers, roll off containers and residential recycle bins will not be necessary. All containers and bins are in place. There will be no disruption for the City, residents or businesses. If the City chooses the "Vendor supplied container" option for the residential service, Waste Pro will provide a seamless transition to the new service. Our detailed plan for the delivery of the 96-gallon carts is detailed in our Transition Plan under Tab E – Transition Plan section of this response to the Request for Proposal.

Overview of Equipment Maintenance

Waste Pro has a comprehensive Vehicle Maintenance program that has been fined tuned over 20 years of maintaining large fleets of solid waste and recycling trucks. The start of our process happens twice a day, every day with our Team of drivers and maintenance professionals inspecting each truck for any issues or defects. Drivers are responsible to inspect the truck and document any issues on a daily vehicle inspection report. Drivers monitor the functioning of the vehicle throughout the day and again at the end of the shift, checking all systems and documenting any defects or areas of concern.

The Waste Pro Safety Lane program is critical in our daily inspection process. Each day the drivers report to the safety lane to complete their post trip inspection. The Safety Lane is manned everyday by Maintenance technicians and Operations staff. The driver reviews any issues with the Technician and performs the post-trip inspection with the Technician and Operations Team. Vehicle lighting systems are tested, inspected for any fluid leaks, safety equipment is checked, air pressure checked for each tire, tire tread depths are measured every day and the entire vehicle is reviewed for proper operations. The driver has the opportunity to explain any issues and the Technicians helps provide the proper diagnosis of any problems for the repairs crews.

Scheduled Preventative Maintenance inspections provide regular inspections and maintenance to keep the fleet in top condition, the program includes inspections, inspections with scheduled fluid change and component lubrication and various annual and bi-annual inspections. Our Hydraulic hose program requires changing of lines every two years to help prevent any failures and leaks. Annual DOT inspections are completed by outside vendors to ensure that our Team have not missed any issues requiring attention. Communication between operations and maintenance is critical for safe operations and we have established a daily meeting with the full Team to identify any issues. Please see the Safety Performance Section below for more detailed information on our **Safety** and **Maintenance** processes.

The Daytona shop operates multiple shifts to provide coverage to maintain and make any necessary repairs throughout the week. We maintain a large inventory of over $250,000 of parts and supplies needed for most required repairs. We also have a network of local vendors that can assist with any major repairs or required warranty service.

Container Maintenance

Waste Pro has a container maintenance department of welders and painters who maintain over 5000 containers in Volusia County. The City of Port Orange has specific requirements to replace or refurbish all front load containers on an annual basis. We have developed a schedule so that every month approximately 1/12 of the City containers are inspected and either refurbished or replaced. The results of

these inspections are supplied to the City for review. In addition, any containers that become damaged or unsightly are replaced or refurbished throughout the year.

When containers need any welding or major repairs we bring a new or refurbished container to the customer and take away the old container. When the containers are structurally sound and only need cosmetic improvements or minor repairs we do the work on site with our container maintenance route truck. We have a dedicated full-time employee and route that works in the field every day improving the appearance of the containers.

Safety Performance

Waste Pro Safety

At Waste Pro, "Safety" is not just a word, it's a way of life. Our safety program ties in the daily, weekly, monthly, yearly equipment inspections to ensure compliance and safe operating equipment and vehicles

Day One Orientation

This class is dominated by safety training presentations that help a seasoned waste industry employee stay in tune with the daily hazards, he/she may encounter. It educates new employees on the industry hazards they may encounter as well. New hires report to the training classroom, where they are met by the Instructor and the Human Resources manager. Everyone has an opportunity to Introduce themselves, talk about their families and future as a new Waste Pro family member.

Each employee is trained on equipment operation, so they understand the equipment and its capabilities. They are taught to identify and document issues via the Driver Vehicle Inspection Report (DVIR). The empowerment to identify and document needed repairs increases the drivers' attention to the Safety culture. The daily Pre-trip and Post-trip Vehicle inspections are key to keeping the vehicles and equipment used by the employees compliant with OSHA and DOT standards.

New hires are then taught about the Safety Lane process. The driver and technician meet daily to inspect the vehicle together. The safety lanes allow for the safety commitment to strengthen when a driver and a qualified technician speak face to face about issues with the vehicles or equipment. The driver and technician then walk around checking all the Post Trip Inspection points.

The safety lane process validates the concerns the driver may have and gives him/her a venue to explain those hard to describe issues on paper. The technician also has an opportunity to explain not only the repair process but the preventive actions that can be taken to reduce the repairs. This bond during the safety lane Inspection has been proven to reduce repairs through the proactive process and gives the driver and technician a say in the initial reporting and repair stages of the process. The "Safety Lane" is key for equipment and vehicle safety compliance. It's a morale builder allows for the safe operation of our vehicles the next day.

A copy of our Safety Lane process along with additional maintenance processes (preventative, cleaning and repairs), i.e. Pre-trip and Post-trip inspection processes, are included at the back of this tabbed section.

The following training topics cover additional situations one would experience as a Waste Pro employee:

- Hazard communications such as fluids
- Blood Borne Pathogens
- Traffic Safety while servicing customers
- Customer Service
- Hand Signals (Communication between Driver and helper)
- Covid-19
- Personal Protective Equipment (PPE)
- Employee Supervisor Observations
- Confined spaces
- Lock Out/Tag Out
- Truck Fire Procedures
- Hydration

Day 2 Safety Orientation

This day is geared for drivers that possess a CDL. That continuing education is paramount for safe operations at Waste Pro. It doesn't matter where our employees are in their careers as a solid waste professional. Waste Pro teaches the Smith System (Defensive Driving class) to all the drivers with CDLS or that drive any vehicle in public streets. The class continues to refresh the drivers on DOT laws that effect their daily responsibilities, Compliance, Safety and Accountability Inspections. The drivers are also briefed on safety meetings that occur at Waste Pro. First, the front-line Supervisor and Driver Tail gate daily meetings. Here the interaction between front line Supervisor and Driver are intense as ideas and urgent reminders of Safety, Customer Service, and efficiency are discussed. We find that during these meetings we get best practices and out of the box thinking from the employees on the front lines.

Then we have the weekly Division Manager safety meetings that train on OSHA compliance. This is also where we recognize employees in the presence of their peers for jobs well done (Franklin $100) and being heroes for our customers during their shifts. Safety calls are also held weekly By the Regional Vice President and staff to address anything that might need more attention during a proactive state. Also, scheduled are Corporate Safety meetings that include the regional staff to address new laws and Implementation of new improved safety policies. They will also encounter ride-alongs where the supervisor will join the driver in the cab during the route observe and get to know each other and concerns the driver may have.

The drivers are released back to their divisions to schedule their return to the Driver Training Center for 5 days. Training in the safe operation of vehicles and equipment is taught through the Driver Training Center (DTC). This education center opened for new hire employees July 2018. The curriculum ensures that all drivers understand the operation of each line of business. (Front load, Residential, Roll-off, Curroto can) It is also infused with the Smith System a proven defensive driving course. While in class they are evaluated on how well they implemented the 5 keys to the Smith System on a truck driving simulator. The drivers receive two tests before graduation, one is conducted on a closed skills course driving their line of business vehicle, the other is a knowledge test on all material presented during the 5 days. Once the DTC is completed, drivers are released back to their divisions. They are then assigned a Training Mentor for two weeks or more of field training at their Division. The Mentor certifies the New Driver as qualified to drive the vehicle assigned and that he knows his routes. The DTC and Mentor training give new drivers

confidence that they have been properly trained to service Waste Pro's customers. Most Management possess a CDL and many years of experience in the waste industry. We understand mishaps can occur and Waste Pro has a "Complete the Route" education class for post incidents.

At Waste Pro our most important asset is our employees. So even if you have an accident it is investigated properly and, whether at fault or not, the driver will attend the "Complete the Routine" post-accident class. The "Complete the Routine" class sends a positive message that Waste Pro cares about retaining our drivers and the safety of the public we serve.

The collective years of experience in the waste industry are indicative of the safety policies in place for operation of the Waste Pro fleet.

Safety Bonus/Franklin Awards

Our quality control is our employees, who are very conscientious about their jobs and always strive to achieve the highest standards. Employees are rewarded for this high standard with weekly bonuses and Franklin Awards. In addition, drivers who achieve a 3-year perfect record are awarded a $10,000 bonus. Companywide Waste Pro has given over 150 drivers this award. In 2016, we launched a Safety Bonus for our helpers. Helpers who achieve a 3-year perfect record are awarded a $5,000 bonus.

Weekly bonuses are based on such factors as performance, attendance, safety, neatness, and cleanliness. Franklin Awards are given to any/all employees for outstanding performance. If a resident or a customer sends a letter detailing an employee's outstanding performance, the employee is given a Franklin Award of $100.

Since 2018, 35 drivers in our Daytona Beach Division each earned a $10,000 Safety Award for their safe driving habits. Waste Pro established the award in 2004 to encourage drivers to drive safely, since then, more than $3.5 million has been awarded to drivers across the southeast United States. To be eligible for the award, drivers must maintain a spotless work record for three years, including excellent customer service, no accidents, injuries, or property damage, a positive attitude and attendance record, and a well-kept truck. Waste Pro is the only company in the United States that offers a $10,000 safety award to its drivers.

The Waste Pro Co-Heart Program was created January 2015 and the very first Helper turned Driver earned his CDL license from our program in early February of 2015. To date, over 38 helpers have completed the Co-Heart Program in Daytona Beach alone and have become CDL drivers. The goal of the Waste Pro Co-Heart program is to promote Qualified Helpers to drivers by way of proper training and respect. To create a dedicated, safe driver for our company and promote the success of our people. An outline of the program is included below:

Waste Pro Co-Heart Program

The Waste Pro Co-Heart Program was created January 2015 and the very first Helper turned Driver earned his CDL license from our program in early February of 2015.

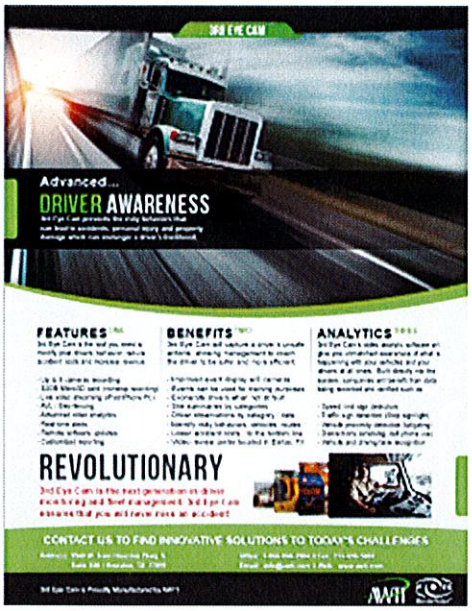
The goal of the WP Co-Heart program is to promote Qualified Helpers to drivers by way of proper training and respect. To create a dedicated, safe driver for our company and promoting the success of our people.

By working closely with Mr. Jennings on some key issues of the program, we have implemented a short-term goal for our new driver to reach after earning their CDL license. In accordance w/Mr. Jennings Guidelines of no accidents, no claims, and no Property damage, the new driver will have the $300 testing fee reimbursed after one year,

We have had great success with the program; aside from increased morale and several helpers that turned driver, we have had dozens promoted to lead driver and even route managers. This year we did have our first driver reach the level of having earned the $10,000.00 Safety award in Jacksonville, (Melvin Williams).

To date we have had 128 Helpers go through the WP CO-Heart Program w/ a $100% success rate. A retention rate of 67% and increased Safety rate of 56% of the helpers turned driver, having their testing fee returned by reaching the first-year goal of no accidents or property Damage. Our program had its first female candidate pass in Jan 2018 and our Co-Heart Program has recently helped a 20-year Helper pass his CDL test. Students go through an extensive roll-over prevention class for safer driving.

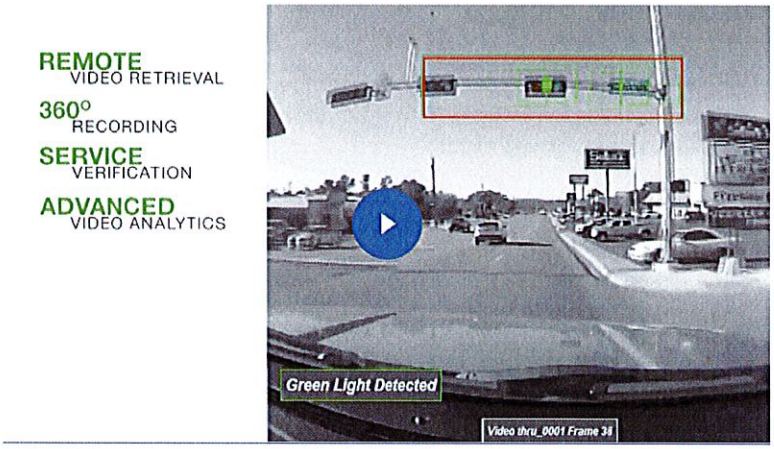
Over 100 helpers now, we are proud of all our students for having the chance to better their lives and the lives of their families. Dedication, Safety, and employee turnover are an obvious improvement as a result of this program. Promoting experienced helpers that are qualified to be drivers is a for-gone conclusion for success. Starting in July we will be instituting a complete Driver trainee 4 ½ day class for all qualified helpers that become employed as a driver trainee at Waste Pro USA. We are investing in our people to reduce turnover, increase Safety, decrease maintenance issues, and build a team that cares about the communities they serve. This is the **Waste Pro Way**, and this is one example that makes us...**The Distinguishable Difference!**



AWTI's Third Eye Video and Camera

The City of Port Orange has requested enhanced storage capacity and we have worked with 3rd Eye to provide a solution for up to 30 days of video storage on each truck. The onboard memory card will be upgraded in each vehicle along with 2 additional cameras being installed on each vehicle. Waste Pro invested over $3,000,000 in a cutting-edge fleet monitoring system, AWTI's **Third Eye Video and Camera System**. The Third Eye System has been installed in over 1,800 Waste Pro collection vehicles. This camera and video system primarily enhances safe work habits and procedures. Waste Pro Managers will have the ability to observe and monitor appropriate collection behaviors. Houston-based AWTI Third Eye offers the latest technology in collision prevention and service monitoring. With this system, up to eight cameras are installed in the cab and on the exterior of the truck body, and a microphone is installed inside the cab. The cameras – front, cab, rear and side – provide 360 degrees of external "monitoring", and the microphone inside the cab captures 20 seconds of video segments.

Third Eye will also be used to observe general collection behaviors with real-time monitoring. The cameras can be activated by Management at any time to observe collection activities. If an inconsistent practice were to be observed, a Supervisor will be contacted immediately to contact and correct the route. Both the positive and negative behaviors are reinforced. Third Eye has proven to be an excellent instructional tool for Waste Pro.



Third eye allows us to monitor and track visually and through GPS every vehicle we have on the road to monitor service and safety of all of our employees.

The in-cab cameras help in documenting unsafe behaviors or behaviors that can trend into bad habits. The in-cab cameras can also be used to implement corrective actions when needed. Outboard cameras can be used to document incidents, accidents and customer service. The camera system has GPS and can track vehicles on route. We also have a Safety Support Specialist that conducts live stream observations for all the Region to support coaching sessions or discipline when warranted.

Waste Pro management is committed to providing our employees a safe and healthy workplace. Throughout this proposal we have addressed many different safety tools Waste Pro has implemented. Nonetheless, a copy of the Waste Pro Corporate Safety Overview is included at the back of this tabbed section. Waste Pro's fleet maintenance standards and policies are compiled primarily through recommendations and regulations from the Department of Transportation (DOT), Occupation Safety and Health (OSHA) and State/Federal/Local government regulations. Waste Pro establishes and maintains best practice procedures and standards in our fleet management program

COVID-19

Waste Pro was at the forefront when our communities were faced with the COVID-19 pandemic.

Our President, Sean Jennings, immediately issued the following statement:

"Like the communities we serve, the waste industry is experiencing unprecedented times and has been designated an Essential Critical Service by the Department of Homeland Security.

At Waste Pro, our highest priority is the health and safety of our employees, and the residents and businesses in communities we serve. That said, our crews have been and are on the street in full force every day. According to the National Waste & Recycling Association, the coronavirus does not pose any elevated risk to waste industry workers. Also, Waste Pro is following the CDC guidelines for the health and safety of our employees.

Given the rapidly changing situation, we are preparing and adapting our operational plans and taking precautions similar to devastating weather events. Our cities, towns, parishes and counties are also planning and preparing for potential interruptions in municipal services.

From a service perspective, we promise constant communications to our communities and media. We will use external communication platforms such as our website, Facebook, Twitter and text messaging regarding any service interruptions or modifications to service schedules.

We are proud to be Americans. This great nation is resilient, and we will get through this difficult time together."

-Sean Jennings, President, Waste Pro USA

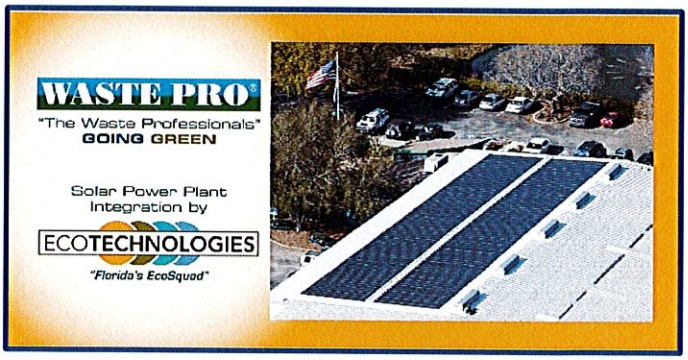
Waste Pro immediately instituted a detailed COVID-19 Exposure Prevention Plan. We followed all of the CDC guidelines that were issued. Some of the many practices instituted were as follows:

- Maintain 6 feet of social distancing.
- Provide masks to those employees that requested them.
- Sanitize vehicles regularly.
- Provide sanitizer to employees.
- Let staff work remotely where possible.
- Restrict visits to locations by third parties.
- Impose a 14-day quarantine on employees that have travelled to hot spots.
- Regional meetings twice per week to discuss Covid-19 issues.
- Disinfect offices and common areas regularly.

During the pandemic we have had no service issues with any of our municipalities.

Education and Customer Outreach

Waste Pro has long gone green. Since its inception in 2001, Waste Pro has run its business with a core commitment toward protecting the environment. And today, as the Country's fastest growing privately owned waste collection company, Waste Pro's mission is to create sustainable waste and recycling solutions that will generate cost savings and minimize environmental impact.



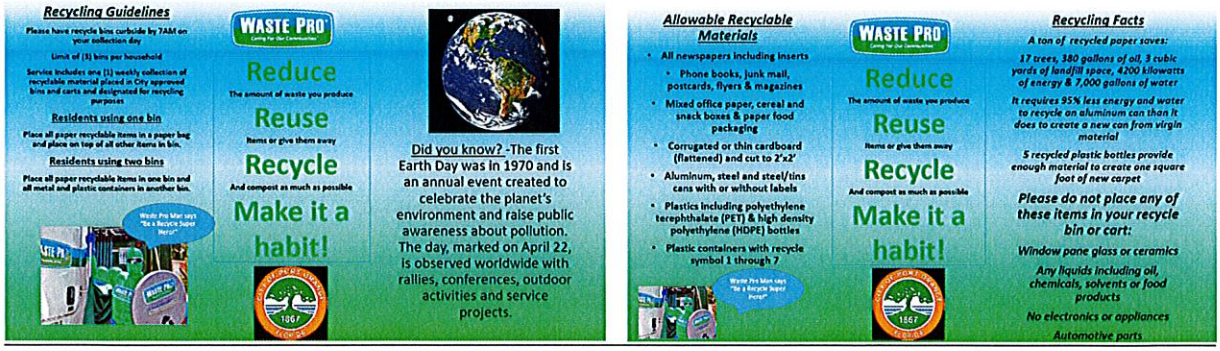
Waste Pro is committed to help maintain a healthy environment for the City of Port Orange's current and future generations. Recycling helps preserve our natural resources. Waste Pro looks forward to continuing our relationship with the City of Port Orange, providing residential curbside recycling services to the residents. In addition, we offer recycling services for Commercial Businesses.

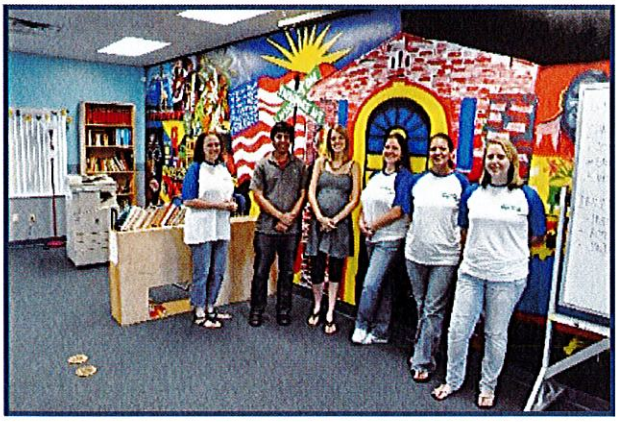
Education of Residents

Waste Pro has several programs and practices to encourage recycling for both commercial and residential users. We believe that, in order to increase recycling, one must do three things: teach, provide frequent reminders and lead by example. As each City is unique, we can provide marketing materials tailored to address the specific concerns and service requirements of the City of Port Orange. We can also work with the City to create information with educational material on the do's and don'ts of the City's program that can be left behind at a residential home, or on a cart, should our driver or City staff see visible contamination.

We can continue to identify areas with lower recycling and target them for repeat notifications. We will work together to tailor the content to include the specifics of the County's program.

Sample Recycle Tags





Educational Programs for Schools

Waste Pro can work with local schools to assist in the encouragement and education of recycling. Coloring books and other educational materials area schools on a periodic basis and provide recycling trucks and speakers for demonstrations. Our experienced marketing team has created coloring books that cater to the younger students and a curriculum program for middle school aged children.

Initiatives utilized throughout our footprint:

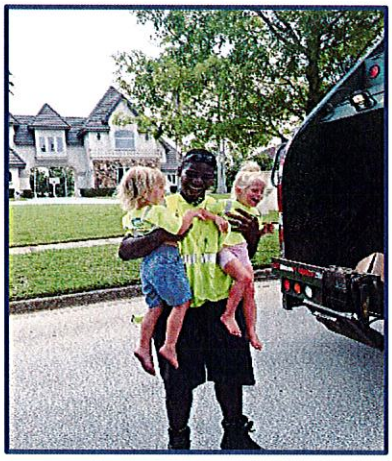
- School presentations
- Special event creative recycling containers for use in the field "Waste Pro Man" at sports events, other special events and schools
- Branding on trucks to create more brand awareness (at the City's approval)

Waste Pro is able assist with educational discussions at area schools, community centers, or community events etc. on a periodic basis and provide recycling trucks and speakers for demonstrations. Our experienced marketing team has created coloring books that cater to the younger students and a curriculum program for middle school aged children

'Waste Pro Man' is available to attend school presentations, special events and sporting events to promote recycling. Waste Pro man has been very effective as a unique eye-catching symbol pushing a recycling cart.
We have made it a priority to invest in our local communities and be heavily involved the development of our children and community.

Waste Pro has been and continues to be a proud corporate sponsor and ambassador for the City of Port Orange, their special events and supporting programs. Some of those programs are listed here:

Volusia League of Cities
Port Orange South Daytona Chamber of Commerce
Port Orange Community Trust
Mayor's Annual Golf Invitational
The Original First Turn
Port Orange Family Days
Firefighters Chili Cook Off
Boys and Girls Club of Volusia/Flagler
Spruce Creek High School
Riverfest on the Halifax
Port Orange Elementary School
The Stage at Thank You Five
Port Orange Baseball
Route 1 Corridor Clean-up



Caring for our Communities – As described above, we are engaged in our local communities - we believe in being a part of the local community as well as giving back where we work, live and play. Each year Waste Pro spends thousands of dollars in local charity, non-profits and other events to help strengthen our communities.

Crime Watch Programs: Waste Pro-Tection is a community awareness program whereby Waste Pro teams up with a local Police or Sheriff's Department. This program provides local law enforcement with another set of "eyes". The concept is simple: Our employees, who perform waste collection responsibilities, are trained to report unusual or suspicious activity to local law enforcement. Training is usually provided on a Saturday. Collection crews are trained on how to handle potential evidence relating to a crime, and what activities may be indicative in a crime in process.

Fast facts:

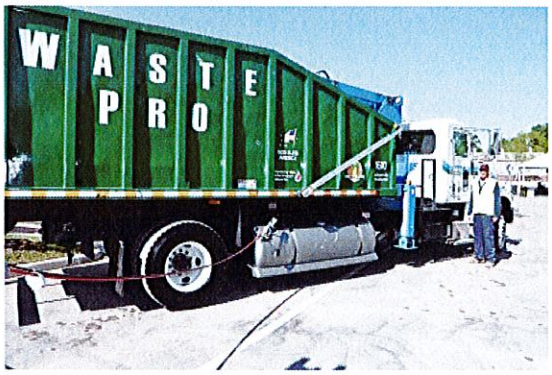
- Collection crews are not asked to intervene or try to prevent a crime in progress, only to immediately report suspicious behavior
- Local PD will appreciate another set of eyes and ears.
- Training is typically performed once a year
- We currently have a similar program in place in Florida municipalities: City of Cape Canaveral, Sanford, Alachua, Newberry, Archer, Hawthorne, Micanopy, Lacrosse, Port St. Lucie and Miramar.
- This is a program that can easily be rolled out in the City of Port Orange!

Waste Pro, its owner, management team and employees are 100% committed to the City of Port Orange. Waste Pro is the primary solid waste hauling and disposal provider for nearly all your sister cities. We hold the exclusive franchises for the cities of Ormond Beach, Holly Hill, Daytona Beach, Daytona Beach Shores, Ponce Inlet, New Smyrna Beach, Oak Hill, Lake Helen, DeBary, and Deltona.

Overcoming Difficulties and Obstacles

Servicing cities like Port Orange can be challenging due the magnitude of the assignment. Everyday our crews leave the yard to go to work but we never know the actual volume of work to be performed that day. We track trends through productivity reports, tonnage reports, calls to the office, miles, fuel usage and many other metrics. We are constantly trying to improve our operations and service delivery to give the residents of the City GREAT SERVICE.

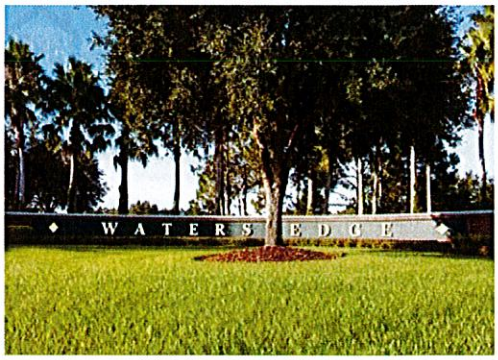
When we recognize issues, we make adjustments and, in some instances, develop new operating standards or procedures. We have made several changes to our operations in the City of Port Orange. In 2017 we recognized that we were struggling to meet the service demands of picking up the large yard waste piles. Large yard waste piles are picked up by a separate truck. In the past, the customers would call into the office to schedule the pickups or our supervisors and crews would identify the stops needing the Grapple truck. The piles would be dispatched to the Grapple truck drivers daily, picking up the piles based on the time and date logged into the tracking system (first come, first serve). At times this led to delays and having customers unaware of when the service would be completed. Our drivers would be back and forth across the entire city, every day. This led to high "windshield time" and lower



than desired actual productivity. The end result was that many times we were working very hard, long hours and still struggling to provide World Class service.

To resolve the issue, we developed a **Zone Pickup** strategy to help improve service, increase route productivity and provide dependable scheduling. We proposed the idea to City Staff and had discussions that lead to approval by both the City Manager and City Council. The change was advertised to all the residents of the City prior to the implementation. The results were, as expected, customers knowing when the Grapple trucks would be in their neighborhood and our Grapple routes improving productivity.

Another example was in our recycling services. The City was steadily growing and we were experiencing longer routes days for the recycling drivers. We again developed a plan by analyzing both the overall hours of operation, productivity and areas of growth in the City. We proposed creating a new route day for the Water's Edge neighborhood of the City. Again, we met with City Staff and discussed the proposal, and subsequently received approval for the change. The change was advertised to the residents in Waters Edge and a seamless change was implemented.



These are just a few of the examples of changes we are continually striving to improve operations.

SAFETY LANE PROCESS

Proper Lock Out Tag out must be in place prior to the Safety Lane process to begin.

1. **Wheels chocked**
2. **Turn on headlights, marker lights, 4-way flashers (check lighting)**
3. **Check all gauges and verify gtg pump function**
4. **Check windshield and wipers for damage.**
5. **Vehicle turned off after transmission fluid and lighting are checked.**
6. **Master Power switch turned off**
7. **Keys must be turned over to Tech.**
8. **Driver to exit and begin vehicle inspection.**

Post-trip Vehicle Inspection process

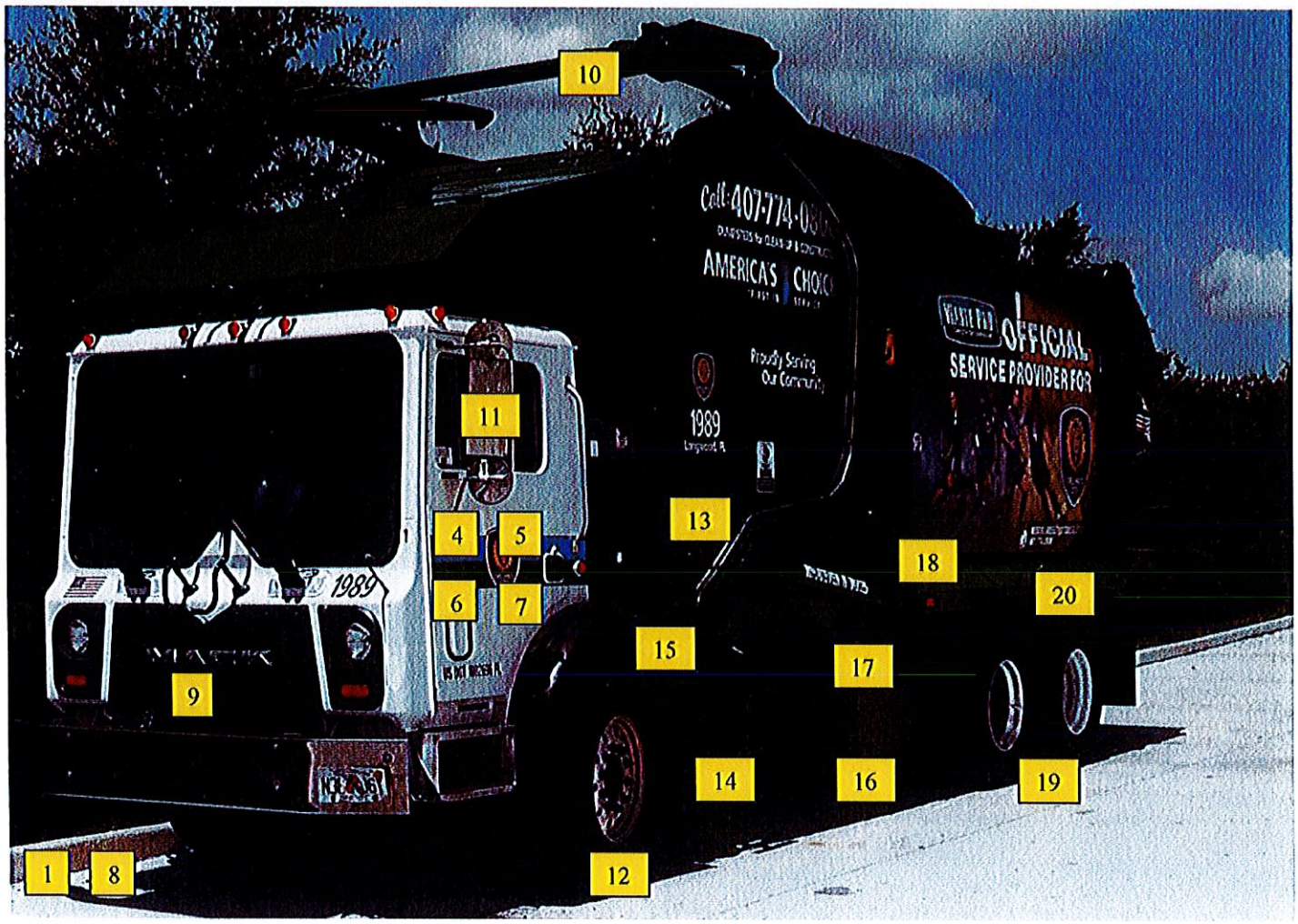
1. Exit cab and start in front of cab
2. Inspect cab for damage, inspect head lights, clearance lights and flashers
3. Check all fluids, oil and coolant, technician checked transmission before truck shut down.
4. Inspect driver's door mirrors, window/s, steps and grab handle.
5. Inspect driver's side front tire, lug nuts, tire pressure, tread, side walls, fender and suspension
6. Inspect engine and transmission area for debris. Inspect wires & hyd. hoses
7. Inspect battery box cover, latches/hold-downs
8. Inspect packer cleanout ladder, door and/or hopper area
9. Inspect hydraulic tank & fluid level. Inspect fuel tank, tank straps and fuel level
10. Inspect fire extinguisher, triangles and spill kit
11. Inspect all side marker and side lights
12. Inspect all rear axle tires, lug nuts, tire pressure, tread, side walls, and suspension
13. Inspect side DOT tape
14. Inspect tailgate turn-buckle, rider step & grab handles
15. Inspect rear lights, DOT tape, camera, strobes, & work lights
16. Inspect trunnion bar locks/latches, kicker bar, bin stopper pads, cart tipper, & hopper hyd. hoses
17. for roll off, frontload, and ASL check icc bar
18. Inspect tailgate turn-buckle, rider step & grab handles and valve body
19. Inspect all rear axle tires, lug nuts, tire pressure, tread, side walls, and suspension
20. Inspect all side marker lights & DOT tape
21. Inspect fuel tank, tank straps & fuel level
22. Inspect passenger front tire, lug nuts, tire pressure, fender and suspension
23. Inspect right side door mirrors, window/s, steps and grab handle
24. Re-enter cab and re-start engine

After parking truck please follow procedures below

1. Perform full air brake system tests:
    a. Static brake test (with wheels chocked & parking brake released, engine off, key to on position, wait 1 min. no air loss & no audible air leaks) **Perform this step only if truck is equipped with chocks.**
    b. Applied air brake test (fully apply foot brake, wait 1 min. no air loss & no audible air leaks)
    c. Low air warning device test (light &/or buzzer must activate at no less than 60 psi)
    d. Parking Brake Knob Pop Out Test (must pop out between 20 lbs & 40 psi)
    e. Parking Brake Tug Test increase idle to 1100 RPM (parking brake applied)
        i. **Dual drive trucks require brake inspection test at both operating positions (steps a-d)**
2. Test both city and air horn
3. Perform full hydraulic system test. (Tipper, kick bar, packer, winch, etc...)
4. Drain all air tanks
5. Turn off battery disconnect

Pre-trip/Post-trip Vehicle Inspection (FEL)

1) Approach truck from front to see if it is leaning to one side or the other and look for fluid leaks
2) Check all fluid levels (unless your facility directs otherwise)
3) Inspect engine and transmission area for debris. Inspect wires & hydraulic hoses
4) Turn ignition key to "ON" position and wait to start engine when prompted
5) Start engine
6) Check gauges for any warnings or faults
7) Turn on headlights, marker lights, 4-way flashers and turn on hydraulic pump (PTO)
8) Exit cab and start in front of cab
9) Inspect cab for damage, inspect head lights, clearance lights and flashers
10) Inspect fork hydraulic hoses if arms are lowered
11) Inspect driver's door mirrors, window(s), step(s) and grab handle
12) Inspect driver's side front tire, lug nuts, tire pressure, tread, side walls, fender and suspension
13) Inspect area behind cab including any wires, hoses, and packer clean-out door area
14) Inspect battery box cover, latches/hold-downs
15) Inspect all visible arm hydraulic hoses, hose fittings, and wiring
16) Inspect hydraulic tank & fluid level. Inspect fuel tank, tank straps and fuel level
17) Inspect fire extinguisher, triangles, and spill kit
18) Inspect all side marker and side lights
19) Inspect all rear axle tires, lug nuts, tire pressure, tread, side walls, and suspension
20) Inspect side DOT tape

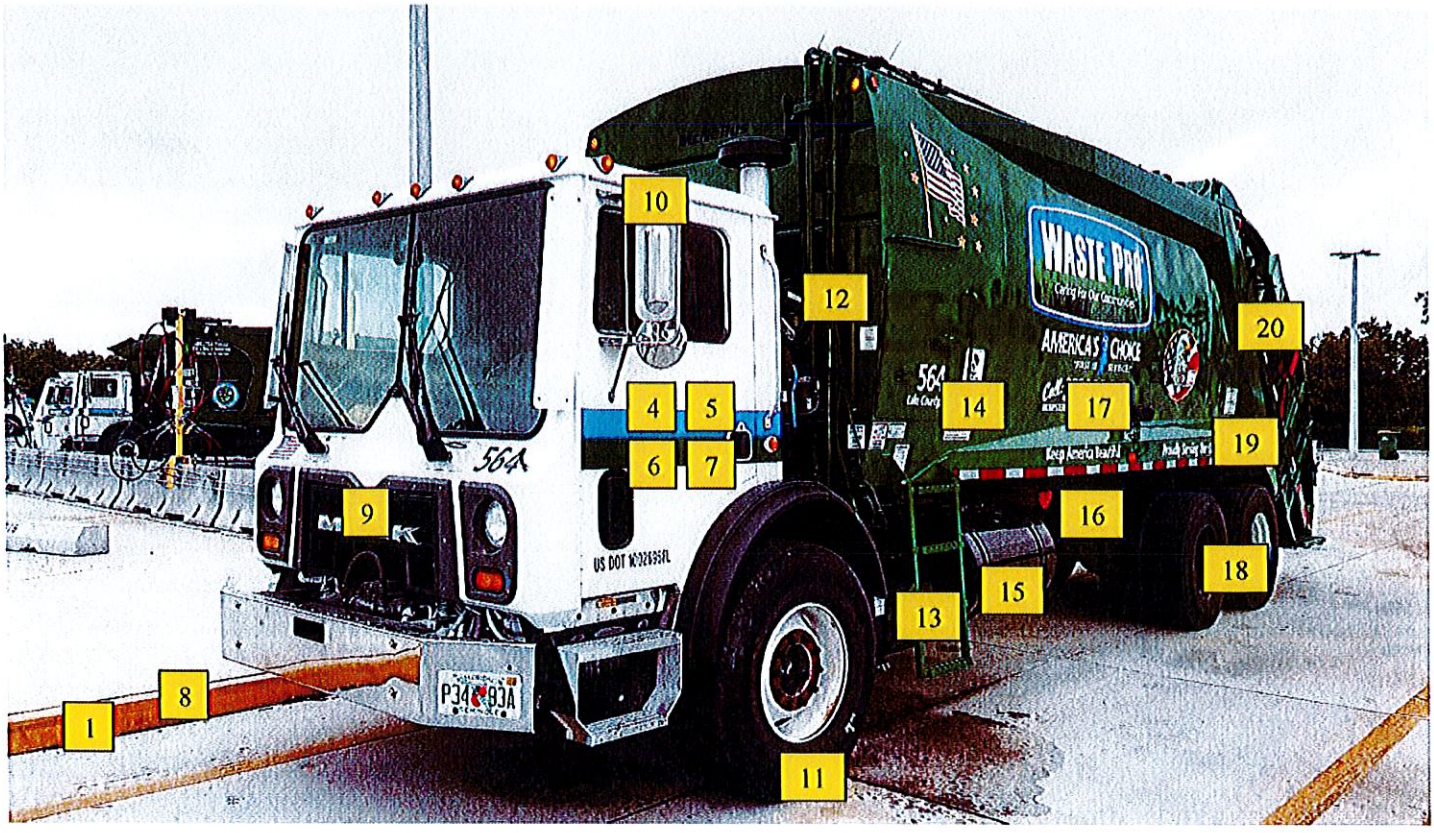


Pre-trip/Post-trip Vehicle Inspection (FEL)

21) Inspect rear lights, ICC bar, DOT tape, camera & strobes (if equipped), & mud flaps
22) Walk to cab, cancel 4-ways and activate left turn signal
23) Walk to rear of truck verifying turn signals are operating down the side of the truck and at rear
24) Walk back to cab and turn on the right turn signals
25) Walk back to rear of truck, down the right side, verifying all turn signals operate to the rear
26) Inspect all rear axle tires, lug nuts, tire pressure, tread, side walls, and suspension
27) Inspect side lights, DOT tape, broom and shovel
28) Inspect roof access ladder
29) Inspect all visible arm hydraulic hoses, hose fittings, and wiring
30) Inspect front tire, lug nuts, tire pressure, and suspension
31) Inspect right side door mirrors, window(s), step(s), and grab handle
32) Re-enter cab and restart engine
33) Perform full air brake system tests:
    a) Static Brake Test: With wheels chocked and parking brake released, engine off, key to on position, wait one minute. No air loss & no audible air leaks. **Perform this test only if truck is equipped with chocks.**
    b) Applied air brake test: Fully apply foot brake, wait one minute. No air loss & no audible air leaks
    c) Low Air Warning Device Test: Light and/or buzzer must activate at no less than 60psi
    d) Parking brake knob pop out test: Must pop out between 20psi & 40psi
    e) Parking Brake Tug Test: Increase idle to 1100RPM (with parking brake applied)
        i) **Dual drive trucks require brake inspection test at both operating positions (steps a-d)**
34) Test both city and air horn
35) Perform full hydraulic system test: Raise hoist, test winch if box on board, etc. Be sure all warning devices and lights and alarms are working properly
36) Drain air tanks

Pre-trip/Post-trip Vehicle Inspection (REL)

1. Approach truck from front to see if it is leaning to one side or the other and look for fluid leaks
2. Check all fluid levels (unless your facility directs otherwise)
3. Inspect engine and transmission area for debris. Inspect wires & hyd. hoses
4. Turn ignition key to "ON" position and wait to start engine when prompted
5. Start engine
6. Check gauges for any warnings or faults
7. Turn on headlights, marker lights, 4-way flashers and turn on hydraulic pump (PTO)
8. Exit cab and start in front of cab
9. Inspect cab for damage, inspect head lights, clearance lights and flashers
10. Inspect driver's door mirrors, window/s, step/s and grab handle
11. Inspect drivers side front tire, lug nuts, tire pressure, tread, side walls, fender and suspension
12. Inspect area behind cab including any wires and hoses
13. Inspect battery box cover, latches/hold-downs
14. Inspect packer cleanout ladder, door and/or hopper area
15. Inspect hydraulic tank & fluid level. Inspect fuel tank, tank straps and fuel level
16. Inspect fire extinguisher, triangles and spill kit
17. Inspect all side marker and side lights
18. Inspect all rear axle tires, lug nuts, tire pressure, tread, side walls, and suspension
19. Inspect side DOT tape
20. Inspect tailgate turn-buckle, rider step & grab handles

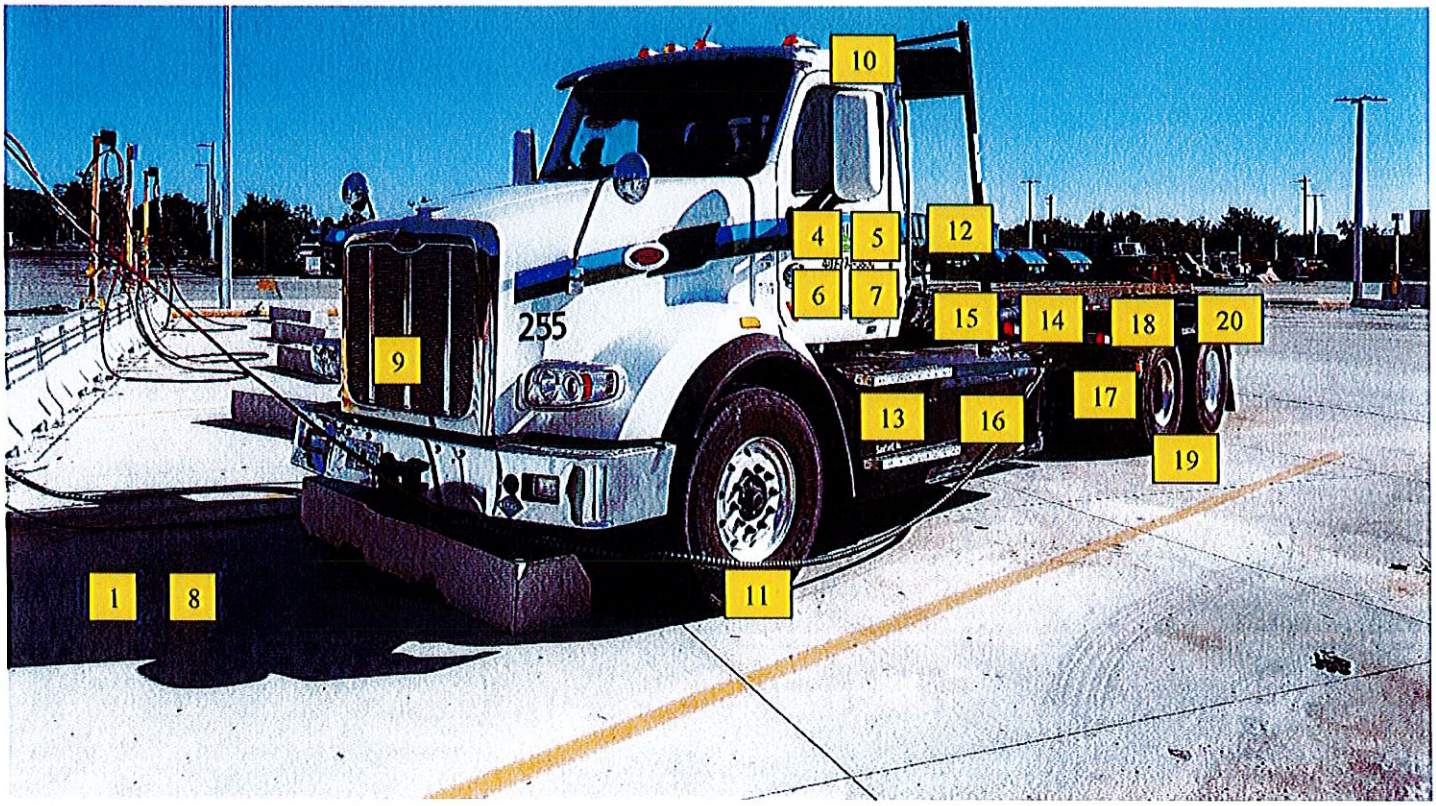


Pre-trip/Post-trip Vehicle Inspection (REL)

21. Inspect rear lights, DOT tape, camera, strobes, & work lights
22. Inspect trunion bar locks/latches, kicker bar, bin stopper pads, cart tipper, & hopper hyd. hoses
23. Walk to cab, cancel 4-ways and activate left turn signals
24. Walk to rear of truck verifying turn signals are operating down the side of the truck and at rear
25. Walk back to cab and turn on the right turn signals
26. Walk back to rear of truck, down the right side, verifying all turn signals operate to the rear
27. Inspect riders step, rider grab handles, control levers & labels, tailgate turn-buckle & hyd. hoses
28. Inspect all rear axle tires, lug nuts, tire pressure, tread, side walls, and suspension
29. Inspect all side marker lights & DOT tape
30. Inspect fuel tank, tank straps & fuel level
31. Inspect front tire, lug nuts, tire pressure, fender and suspension
32. Inspect right side door mirrors, window/s, step/s and grab handle
33. Re-enter cab and re-start engine
34. Perform full air brake system tests:
    a. Static brake test (with wheels chocked & parking brake released, engine off, key to on position, wait 1 min. no air loss & no audible air leaks) **Perform this step only if truck is equipped with chocks.**
    b. Applied air brake test (fully apply foot brake, wait 1 min. no air loss & no audible air leaks)
    c. Low air warning device test (light &/or buzzer must activate at no less that 60 psi)
    d. Parking Brake Knob Pop Out Test (must pop out between 20 lbs & 40 psi)
    e. Parking Brake Tug Test increase idle to 1100 RPM (parking brake applied)
        i. Dual drive trucks require brake inspection test at both operating positions (steps a-d)
35. Test both city and air horn
36. Perform full hydraulic system test. (Tipper, kick bar, packer, winch, etc...)
37. Drain Air tanks

Pre-trip/Post-trip Vehicle Inspection (ROL)

1) Approach truck from front to see if it is leaning to one side or the other and look for fluid leaks
2) Check all fluid levels (unless your facility directs otherwise)
3) Inspect engine and transmission area for debris. Inspect wires & hyd. Hoses
4) Turn ignition key to "ON" position and wait to start engine when prompted
5) Start Engine
6) Check gauges for any warnings or faults
7) Turn on headlights, marker lights, 4-way flashers and turn on hydraulic pump (PTO)
8) Exit cab and start in front of cab
9) Inspect cab for damage, inspect head lights, clearance lights and flashers
10) Inspect driver's door mirrors, windows, steps, and grab handle
11) Inspect driver's side front tire, lug nuts, tire pressure, tread, side walls, fender and suspension
12) Inspect area behind cab including any wires and hoses
13) Inspect battery box cover, latches/hold-downs
14) Inspect auto-tarp system hoses, frame, joints, extend lift tower, extend tarp to examine for tears
15) Inspect all outside control handles and handle labels
16) Inspect hydraulic tank & fluid level
17) Inspect hoist cylinder & hydraulic hoses and lines
18) Inspect all side turn signals, side marker lights and side or cab flood lights
19) Inspect all rear axle tires, lug nuts, tire pressure, tread, side walls, suspension and fenders
20) Inspect side DOT tape



Pre-trip/Post-trip Vehicle Inspection (ROL)

21) Inspect rear lights, ICC bar, DOT tape, camera & strobes (if equipped), & mud flaps
22) Inspect winch cable and cable hook or eye and container tie-downs
23) Walk to cab, cancel 4-ways and activate left turn signals
24) Walk to rear of truck verifying turn signals are operating down the side of the truck and at rear
25) Walk back to cab and turn on the right turn signals
26) Walk back to rear of truck, down the right side, verifying all turn signals operate to the rear
27) Inspect all rear axle tires, lug nuts, tire pressure, tread, side walls, suspension and fenders
28) Inspect Auto-Tarp system hoses, frame, joints, and DOT tape
29) Inspect Tool Box (door secure and latches), fuel tank, tank straps and fuel level
30) Inspect front tire, lug nuts, tire pressure, fender, and suspension
31) Inspect right side door mirrors, window(s), step(s), and grab handle
32) Re-enter cab and restart engine
33) Perform full air brake system tests:
    a) Static Brake Test: With wheels chocked and parking brake released, engine off, key to on position, wait one minute. No air loss & no audible air leaks. **Perform this test only if truck is equipped with chocks.**
    b) Applied air brake test: Fully apply foot brake, wait one minute. No air loss & no audible air leaks
    c) Low Air Warning Device Test: Light and/or buzzer must activate at no less than 60psi
    d) Parking brake knob pop out test: Must pop out between 20psi & 40psi
    e) Parking Brake Tug Test: Increase idle to 1100RPM (with parking brake applied)
34) Test both city and air horn
35) Perform full hydraulic system test: Raise hoist, test winch if box on board, etc. Be sure all warning devices and lights and alarms are working properly
36) Drain air tanks

City of Port Orange
Public Works & Utilities Department

TO: Jamie Miller, Interim City Manager

FROM: Lynn Stevens, Public Works & Utilities Director

DATE: February 4, 2021

SUBJECT: Award RFP #21-01, Solid Waste Collection and Disposal Services and Authorize Negotiation of Contract

REQUEST:
The Public Works & Utilities Department is requesting City Council award RFP#21-01, Solid Waste Collection and Disposal Services to Waste Pro of Florida, Inc. ("Waste Pro") and authorize the Evaluation Committee to negotiate the commercial rate structure, not to exceed the total costs for containerized commercial services provided in Waste Pro's response to the RFP, to be included in the final contract for approval by City Council. Staff will present the final contract for approval at the March 2, 2021 Council meeting.

PURPOSE:
The purpose of this request is to provide citywide collection and disposal of solid waste, yard waste and recyclable materials to the citizens of Port Orange.

CONSIDERATION:
The City provides solid waste services to all residents within City limits. Services include household and commercial garbage, yard waste, and recycling collection and disposal. The current level of service provides residential garbage collection two days per week. Yard waste and recycling services are one day per week. The services are performed under three contracts: solid waste collection/hauling, landfill disposal, and recycling disposal. The collection hauler picks up the garbage, yard waste, and recycling material at each customer location and delivers the material to the landfill or the recycling facility. The landfill disposal includes all garbage and yard waste which are hauled to the Volusia County Landfill. Volusia County bills the City. Recycling materials are picked up by the collection hauler and delivered to the GEL recycling facility, located on the Volusia County landfill property. The City pays GEL for the recycling disposal.

The current solid waste collection contract expires on October 31, 2021. No additional renewals are available. In December 2020, RFP 21-01 Solid Waste Collection and Disposal Services was released for bid. The bids opened on January 25, 2021. The City

received two bids in response to RFP#21-01, Solid Waste Collection and Disposal Services.

The bid package requested proposals for a “Base” bid for the current level of service plus two (2) alternate bids for consideration. A full discussion on the service levels will be presented to Council at the February 23, 2021 workshop.

BID EVALUATION:

The bid evaluation committee consisted of 5 city staff from Public Works, Utilities, and Parks/Recreation. Bids were evaluated based upon:

1. Executive Summary - including qualifications and capacity to meet the requirements, technical understanding, experience of similar nature/size, and quality of services performed.
2. Project Management Plan – work plans, staffing plan, equipment list including maintenance/replacement, transition of service plan, and customer service plan.
3. Proposal Cost
4. Corporate Overview and References

Based on the number of residential and commercial customers listed in the bid documents at the time of the release, the bids prices as follows:

	Base Bid Annual Cost	Alternate 1 Annual Cost	Alternate 2 Annual Cost
Waste Pro of Florida	$5,048,329	$4,564,688	$4,799,090
FCC	$6,093,350	$5,287,391	$5,366,521

The current annual cost for the equivalent number of customers as listed in the bid documents is $4,992,893. The current cost provides for the base level of service only.

At the conclusion of the bid evaluation, the evaluation committee unanimously scored Waste Pro of Florida as the best responsive bidder.

Staff is asking City Council to authorize the Evaluation Committee to negotiate the commercial rate structure, not to exceed the total costs for containerized commercial services provided in Waste Pro’s response to the RFP, to be included in the final contract for Council approval. Staff will present the final contract with the recommended level of service to City Council for approval on March 2, 2021.

FUNDING:

Fund: 410
Name: Solid Waste
Cost Center: Solid Waste
Spend Category: Other professional services/other contracted services

RECOMMENDATION:

The Public Works & Utilities Department is requesting City Council award RFP#21-01, Solid Waste Collection and Disposal Services to Waste Pro of Florida, Inc. and authorize the Evaluation Committee to negotiate the commercial rate structure, not to exceed the total costs for containerized commercial services provided in Waste Pro's response to the RFP, to be included in the final contract for Council approval.

ANTICIPATED SCHEDULE:

a.) Council Approval of Bid Award: February 16, 2021
b.) Presentation of Alternate Service Levels: February 23, 2021
c.) Council Approval of Final Contract: March 2, 2021
d.) New service based on award to begin November 1, 2021

ATTACHMENTS:

a.) All RFP related documents and contractor submittals

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 2/16/2021

Consent item: No

SUBJECT: (I27) First Step Shelter update

DEPARTMENT: Police Services

GOAL: 1 - Public Safety

RECOMMENDED MOTION:

SUMMARY: Update to City Council concerning number of persons offered use of the First Step Shelter, how many individuals from Port Orange agreed to use the shelter, and the process used by the Police Department to offer First Step shelter accommodations to persons.

Project No.: Funding Account No.:

Presenter: Thomas Grimaldi

ATTACHMENTS:

1.	First Step Shelter and Safe Zone	First Step Shelter and Safe Zone.pptx

Beth Unruh	Created/Initiated - 12/21/2020
William Proctor	Approved - 12/21/2020
Thomas Grimaldi	Approved - 12/23/2020
Alan Rosen	Approved - 12/30/2020
Jamie Miller	Approved - 1/19/2021
Robin Fenwick	Final Approval - 1/19/2021

First Step Shelter

- Opened December 16, 2019
- Closed on March 19, 2020 until September 14, 2020
- September 28, 2020 – November 16, 2020 No females accepted
- November 16, 2020 The Safe Zone officially opened
  - Allows for homeless to be dropped off for overnight shelter and meal

Process

- Reasonable belief that person is homeless
- Offer shelter services
- Agree – Call First Step Shelter to confirm available space
  - Will not accept if there are outstanding arrest warrants
  - Will not accept intoxicated or suicidal individuals
  - Will not accept if persons need medical attention
- Search the person for prohibited items and personal belongings
- Complete the Safe Zone Referral Form

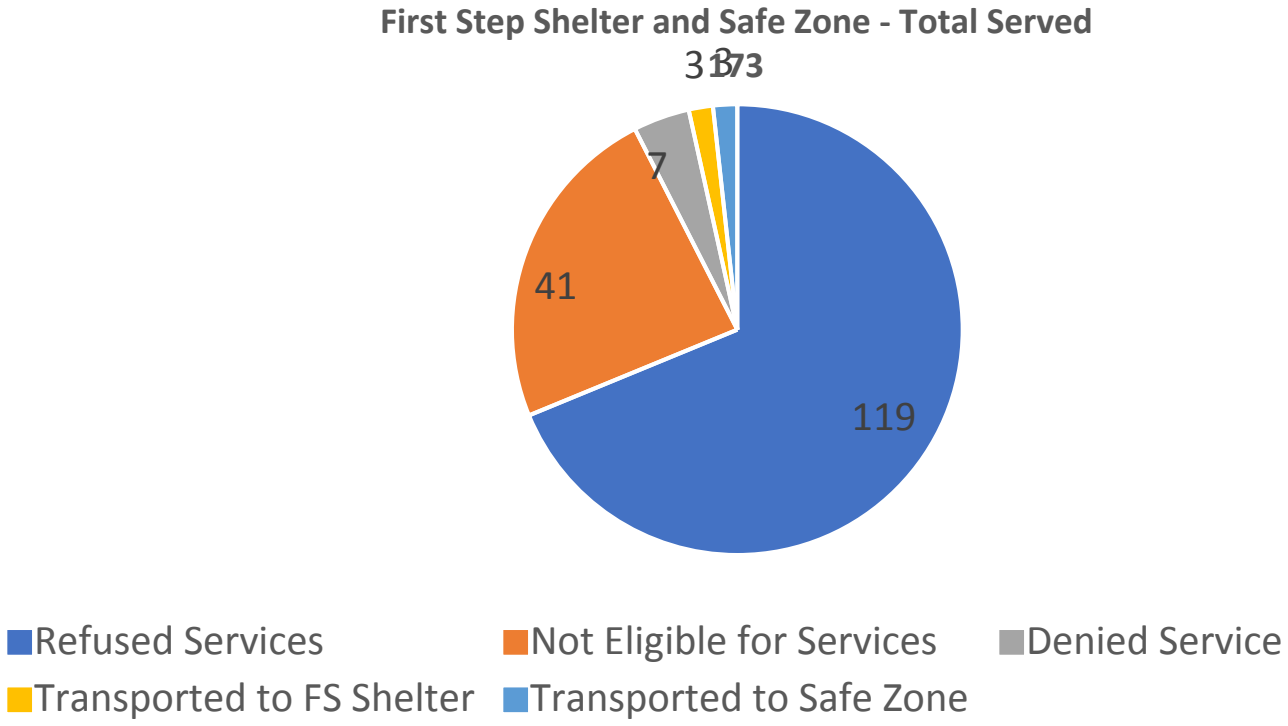
Port Orange PD Data

Since November 16, 2020 to January 31, 2021

**Safe Zone opened on Nov. 16th*

- Persons offered services – 173
- Persons who refused services – 119
- Persons transported to Safe Zone – 3
- Persons transported to FS Shelter - 3
- Persons who accepted services but were denied – 7 (*Not accepted due to capacity, or only accepting females at the time*)
- Persons not eligible for services – 41 *(Persons either arrested, Marchman/Baker Acted, or issued a City Ordinance Violation after initial contact and services were already offered.)*

Port Orange PD Data



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 2/16/2021

Consent item: No

SUBJECT: (I28) Authorization to submit the proposed project list for the River to Sea TPO 2021 Transportation Improvement Program Priority List

DEPARTMENT: Community Development

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to authorize staff to submit applications for the 2021 Priority Project ranking for transportation improvements to the River to Sea Transportation Planning Organization (R2CTPO) as listed on the Staff Report included in the agenda packet.

SUMMARY: Each year, the River to Sea Transportation Planning Organization (R2CTPO) issues a call to local governments to submit transportation projects, such as turn lanes, sidewalks, trails, street lights, and traffic signals to be eligible for funding. If the projects are selected by the TPO and the City chooses to fund them, the projects will generally require a 10% local government match. The transportation projects submitted are to improve current roadways or sidewalks within the City. Projects previously completed under this program include the Spruce Creek Road/Dunlawton Avenue intersection, Taylor Road/Devon Street signal, Dunlawton Avenue right-turn lane at Village Trail, Herbert Street sidewalk, Hebert Street right-turn lane at Clyde Morris Boulevard, Spruce Creek Trail south of Taylor Road, McDonald Road sidewalk, Victoria Gardens Boulevard sidewalk, Dunlawton Streetlighting and North Spruce Creek Road sidewalk.

The submittal of an application to the TPO is the first step for projects to be selected for the TPO's Transportation Improvement Program (TIP) and receive funding for design and construction. Community Development staff requests City Council approval for the following applications for projects to be placed on the TPO's 2021 Project Priority List. This does not obligate the City to fund these projects, only to include them on the TPO Project Priority List.

Project No.: Funding Account No.:

Presenter: Tim Burman

ATTACHMENTS:

1.	TPO -2021 Call 4 Project Staff Report Final	TPO -2021 Call 4 Project Staff Report Final.pdf

Melanie Schmotzer	Created/Initiated - 2/2/2021
Tim Burman	Approved - 2/3/2021
Jamie Miller	Approved - 2/3/2021
Robin Fenwick	Final Approval - 2/3/2021

STAFF REPORT

Proposed projects for the River to Sea TPO 2021 Transportation Improvement Program Priority List

REQUEST: To authorize staff to submit applications for the 2021 Priority Project ranking for transportation improvements to the River-to-Sea Transportation Planning Organization (TPO) as follows:

1. Eastport Access Improvements (Spruce Creek Road between Dunlawton Avenue and Commonwealth Boulevard)
2. Sidewalk Gaps and Curb Ramp replacement (Spruce Creek Road between Dunlawton Avenue and Oak River Drive)
3. Madeline Avenue Eastbound and Westbound Turn Lane Improvements at Nova Road

STAFF RECOMMENDATION: **Approval**

STAFF CONTACT: Tim Burman, Community Development Director (386) 506-5675

CITY COUNCIL DATE: February 16, 2021

SUMMARY:
Each year, the River-to-Sea Transportation Planning Organization (R2CTPO) issues a call to local governments to submit transportation projects, such as turn lanes, sidewalks, linear parks, streetlights, and traffic signals to be eligible for funding. If the projects are selected by the TPO, and the City chooses to fund them, the projects will generally require a 10% local government match. The transportation projects submitted are to improve current roadways or sidewalks within the City. Projects previously completed under this program include the Spruce Creek Road/Dunlawton Avenue intersection, Taylor Road/Devon Street signal, Dunlawton Avenue right-turn lane at Village Trail, Herbert Street sidewalk, Spruce Creek Trail south of Taylor Road, McDonald Road sidewalk, Victoria Gardens Boulevard sidewalk, Dunlawton Streetlighting and North Spruce Creek Road sidewalk.

The submittal of an application to the TPO is the first step for projects to be selected for the TPO's Transportation Improvement Program (TIP) and receive funding for design and construction.

Community Development staff requests City Council approval for the following applications for additional projects to be placed on the TPO's 2021 Project Priority List. This does not obligate the City to fund these projects, only to include them on the TPO Project Priority List.

If these projects are selected, and the City chooses to fund them, the projects will require a minimum 10% local government match. With these projects, the City pays for the project up front and is then reimbursed. If these projects are accepted by the TPO, it is

anticipated that the 301 Capital Projects Fund or 312 Transportation Impact Fee Fund will be the initial funding sources.

1. **Eastport Access Improvements (Spruce Creek Road between Dunlawton Avenue and Commonwealth Boulevard):** This project consists of widening Spruce Creek Road to accommodate a 3-lane section from Dunlawton Avenue to Commonwealth Boulevard including intersection improvements to accommodate large truck volume, improve driver safety, roadway Level of Service (LOS) capacity, safety conditions and long term maintenance for Spruce Creek Road between Dunlawton Avenue and Commonwealth Boulevard. The current 2-lane section is constrained on the east side by the proximity of the Halifax Canal and protective guardrail. It makes it difficult for drivers traveling in the east lane to feel comfortable when passed by opposing vehicles traveling in the west lane. This situation is exacerbated when the passing vehicles are large trucks. Additionally, portions of the guardrail do not meet current standards and the edge of the roadway is showing signs of fatigue. Widening the road to 3 lanes will enhance truck mobility, access, and circulation to and from Eastport Business Park and other industrial areas in the Eastport CRA. The road widening will enhance driver safety and sight visibility at the Jackson Street intersection which is compromised by the curvature of the road to the north. The existing skewed intersection of Spruce Creek Road and Oak Street will be realigned to improve driver and pedestrian safety. The widening of the road to 3 lanes will also improve the Level-of-Service (LOS) allowing Spruce Creek Road to carry additional vehicles in a more efficient manner. According to the City's Comprehensive Plan, Spruce Creek Road is an urban minor arterial roadway that is intended to move traffic from collector and local roads to other arterial roads, freeways, and commercial areas.

2. **Sidewalk Gaps and Curb Ramp replacement (Spruce Creek Road between Dunlawton Avenue and Oak River Drive):** This project is specifically geared to filling in sidewalk gaps and providing ADA compliance at intersections within the Spruce Creek Road corridor from Dunlawton Avenue to Oak River Drive. Improving these intersections and completing sidewalk gaps will make these areas accessible for all pedestrians and will increase the use and safety of the existing sidewalk network.

3. **Madeline Avenue Eastbound and Westbound Turn Lane Improvements at Nova Road:** The project consists of extending the stacking area for the existing left turn lane on eastbound and westbound Madeline Avenue at Nova Road to improve movement through the intersection, specifically for vehicles turning left onto Nova Road and determining if dedicated right-turn lanes could be constructed. The current left turn lanes onto Nova Road experience congestion throughout the day, most notably in the morning and late afternoon. The proposed turn lane extension and added right turn lanes would segregate cars turning left and right onto Nova Road from through traffic and would assist in maintaining the functional capacity of Madeline Avenue. Also included in this project would be accessible pedestrian signals and detectors, ADA compliant sidewalks and crosswalk approaches, and streetlighting as needed.

With the recent FDOT policy change in 2020 that increased the minimum design cost for a project to $250,000 for a local project to quality as a LAP project, the City will need to

revise the approach to requesting funding for transportation and pedestrian improvement projects through the River to Sea TPO and FDOT. City staff has bundled similar type projects to reach the $250,000 design threshold and will be submitting these new bundled projects for design funds with the call for projects. In addition to meeting the new policy threshold to receive federal funding for design, bundling may result in savings as similar projects can produce cost savings due to economies of scale, repeatable details and similar design can save both design and construction time and lower the cost for materials. In addition to the proposed new projects, the City currently has the following projects on the TPO's 2021 Project Priority List:

1. Bundle TO1 [awaiting funding for design] Bundle TO1 will consist of turn lane projects along Dunlawton Avenue. These projects have been submitted individually over the last three years and Feasibility Studies have been prepared. In order to achieve a $250,000 design cost, these four projects are being bundled.
    a. Dunlawton Avenue westbound right-turn lane at City Center Parkway;
    b. Eastbound Dunlawton Avenue right-turn lane at Clyde Morris Boulevard;
    c. Westbound Dunlawton Avenue right-turn lane at Nova Road; and
    d. Extend existing left-turn lanes on Dunlawton Avenue (eastbound at Nova Road, westbound at Clyde Morris Boulevard;
2. Bundle Ped1 [awaiting funding for design] Bundle PED1 will consist of completing sidewalk gap and ADA/Pedestrian crossing improvements throughout the Clyde Morris Boulevard, Willow Run Boulevard, Williamson Boulevard, Dunlawton Avenue and Nova Road corridors.
    a. Sidewalk Gap Project to complete connectivity to schools, bus stops, parks, and retail areas along Clyde Morris Boulevard, Taylor Road, and Herbert Street;
    b. Willow Run Boulevard sidewalk (south side), from Clyde Morris Boulevard to Harms Way;
    c. Sidewalk and pedestrian crossing improvements on Williamson Boulevard and Willow Run Boulevard (connecting Town Park subdivision to Chardonnay Drive); and
    d. Accessible Pedestrian Signals along the Dunlawton Avenue Corridor and Nova Road Corridor
3. Madeline Avenue (east) sidewalk, from Clyde Morris Boulevard to Nova Road, and Bruner Road sidewalks [awaiting funding for design];
4. Madeline Avenue (west), from S. Williamson Boulevard to Clyde Morris Boulevard sidewalk [awaiting funding for design];
5. Taylor Road/Williamson Boulevard intersection and I-95 Overpass Area [Feasibility Study completed];
6. Eastbound & westbound Herbert Street left-turn lanes at Nova Road [awaiting to be selected for Feasibility Study];
7. Eastbound Taylor Road left-turn lane at Clyde Morris Boulevard [awaiting to be selected for Feasibility Study];
8. Left-turn lanes on Taylor Road at Yorktowne Boulevard/Boggs Ford Road/Taylor Road [awaiting to be selected for Feasibility Study];
9. Taylor Road corridor improvements: Spruce Creek Elementary (Hensel Road to Devon Street) [awaiting to be selected for Feasibility Study];

10. Right-turn lanes on Clyde Morris Boulevard (eastbound at Willow Run Boulevard, eastbound at Reed Canal Road, eastbound and westbound at Madeline Avenue) [Feasibility Study completed; awaiting funds for design and construction];
11. Extend existing left-turn lanes on Dunlawton Avenue (eastbound at Yorktowne Boulevard and eastbound at Victoria Gardens) [project became a FDOT "Push-Button Project" for implementation 2021];
12. Widening of Madeline Avenue between Clyde Morris Boulevard to Nova Road [awaiting to be selected for Feasibility Study];
13. Sidewalk and Wayfinding Signage in the Down Under Area [awaiting to be selected for Feasibility Study]; and
14. Southbound Yorktowne Boulevard right-turn lane and pedestrian improvements [Feasibility Study is being prepared and estimated to be completed in April 2021];

RECOMMENDATION:

Authorize staff to submit applications for the 2021 Priority Project ranking for transportation improvements to the River-to-Sea Transportation Planning Organization (TPO) as follows:

1. Eastport Access Improvements (Spruce Creek Road between Dunlawton Avenue and Commonwealth Boulevard)
2. Sidewalk Gaps and Curb Ramp replacement (Spruce Creek Road between Dunlawton Avenue and Oak River Drive)
3. Madeline Avenue Eastbound and Westbound Turn Lane Improvements at Nova Road

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 2/16/2021

Consent item: No

SUBJECT: (I29) Rules of Procedure ("Local Rules")

DEPARTMENT: City Clerk

GOAL:

RECOMMENDED MOTION: Move to approve the Local Rules of Procedure as presented.

SUMMARY: Attached is a copy of the Port Orange City Council Local Rules of Procedure approved by Council on March 3, 2020. Minor changes are being requested by Staff for 2021; however, Council may wish to suggest and discuss other changes. If no further changes, Staff recommends approval as presented.

Project No.: Funding Account No.:

Presenter: Robin Fenwick, Matthew Jones, Jamie Miller

ATTACHMENTS:

1.	2021 POCC Rules of Procedure RLF Rev. 1-28-21	2021 POCC Rules of Procedure RLF Rev. 1-28-21.docx
2.	2021 POCC Rules of Procedure RLF Rev. 1-28-21 - CLEAN	2021 POCC Rules of Procedure RLF Rev. 1-28-21 - CLEAN.docx

Robin Fenwick	Created/Initiated - 2/3/2021
Susan Lovallo	Approved - 2/4/2021
Matthew Jones	Approved - 2/5/2021
Jamie Miller	Approved - 2/5/2021
Robin Fenwick	Final Approval - 2/5/2021

CITY OF PORT ORANGE

CITY CLERK'S OFFICE
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE (386) 506-5563

PORT ORANGE CITY COUNCIL
LOCAL RULES OF PROCEDURE

I. GENERAL PARLIAMENTARY RULES.

The general parliamentary procedure to be followed by the City Council of the City of Port Orange, Florida, except as otherwise modified by the City Council or as modified or amended herein, shall be in accordance with the most current edition of Robert's Rules of Order, Newly Revised.

II. PRESIDING OFFICER AND DUTIES.

A. The Mayor, if present, shall preside at all meetings of the Council. In the absence of the Mayor, the Vice Mayor shall preside.
B. The meetings of the Council shall be called to order, recessed and adjourned by the presiding officer.
C. The presiding officer shall preserve order and enforce the rules of decorum and conduct set forth herein.
D. The presiding officer shall determine all points of order, subject to the right of any Councilmember to appeal to the Council. If any appeal is taken, the question shall be, "Shall the decision of the presiding officer be sustained?" A majority of the Council sitting and eligible to vote is required to reverse the ruling of the presiding officer.
E. The presiding officer may call another Councilmember to temporarily chair the meeting to make a motion, or to cover a temporary absence, such substitution is not to continue beyond adjournment.

III. LOCAL RULES.

A. The following Local Rules of Procedure ("Local Rules") shall be applicable to the organization and conduct of business, as well as preparation and publication of agendas, of the City Council of the City of Port Orange, Florida. To the extent these Local Rules shall modify or conflict with the standard "Robert's Rules of Order" as adopted above, these Local Rules shall prevail to the extent of their conflict or inconsistency with "Robert's Rules of Order". The approval of these Local Rules shall take place at the first meeting held in January of each year, or as soon as possible thereafter.

1. Regular meetings of the City Council shall typically be held on the first and third Tuesdays of each month, with exceptions due to holidays and Port Orange municipal election dates, at 6:30 p.m., in City Hall. These meeting dates and times are subject to change as determined necessary by the City Council or to

comply with the City's Charter. There shall be no regular City Council meeting on the date of a Port Orange municipal election. A meeting that would otherwise have been scheduled for such date shall be held on the Wednesday immediately following the election at 6:30 p.m. at City Hall.

2. Workshop meetings of the City Council shall be held as needed on the fourth Tuesday of each month at such time and place as set by Council or the City Manager. Every effort will be made to avoid the scheduling of workshops in the months of November and December. Workshops may also be scheduled at other times as determined necessary by the City Council or the City Manager.

3. All regular City Council meetings shall be held in the City Council Chambers at City Hall, unless otherwise designated by the City Council. All City Council workshops will typically be held in the Second Floor Conference Room, Lakeside Activity Center, the Adult Activity Center, or the Council Chambers at City Hall, as determined by the City Manager. All meetings of the City Council shall end by 11:00 p.m. unless extended beyond 11:00 p.m. by a successful motion of the City Council. Thereafter, the meeting shall end upon the conclusion of each hour (12:00, 1:00, etc.), unless extended by a successful motion of the City Council for each hour. Any unfinished business shall be considered at a time and place set by the City Council.

4. There may also be special meetings or workshops ~~meetings~~ at such other times designated in advance by the City Council for the purposes of holding joint meetings with City boards, commissions, etc., to include receiving annual reports and presentations from the City's boards, committees, agencies and authorities, or for such other purposes as may be deemed necessary or desirable by the City Council.

5. Special meetings shall be called at the request of the Mayor or any two Councilmembers in accordance with the provisions of the City Charter and the Code of Ordinances.

6. Ex Parte Communication and Quasi-Judicial Proceedings shall be governed by City Council Resolution No. 00-65. At a minimum, all parties to a Quasi-Judicial Proceeding shall be entitled to the following:

   a. An opportunity to call and examine witnesses, who shall be sworn;

   b. An opportunity to introduce evidence;

   c. An opportunity to cross examine witnesses; and

   d. An opportunity to rebut evidence.

7. To the extent compatible with the conduct of business, all workshop meetings shall be held on an informal basis. The applicability of the City's general rules shall not be strictly applied. Presentations made at workshop meetings shall be limited to twenty (20) minutes, unless the Council, by consensus, agrees to extend the time.

8. The City Manager shall be responsible for organization and placement of items on the City Council Agenda; however, the Agenda and Agenda packets shall be prepared by the City Clerk. If the Council or any of its members wish to place an item on an agenda, any such request or inquiry shall be directed to the City Manager's office for disposition as opposed to any Councilmember contacting any City officer or employee who is subject to the direction and supervision of the City Manager.

9. With regard to the agenda for regular City Council meetings, the following shall apply:

   a) To the extent possible, the City Administration shall group all matters by subject area, and shall place as many items as possible on the consent portion of the agenda. Those items of a controversial nature or those that need explanation will not be placed on the Consent Agenda.

   b) The Consent Agenda shall be considered by Council only after the public has had an opportunity to comment on the items included. Should Council need further discussion to occur on a Consent Agenda Item, he/she may motion for the item to be pulled and discussed separately. Those items pulled will be discussed immediately following the Consent Agenda approval.

   c) The agenda format shall generally be as follows: Call to Order; Invocation; Pledge of Allegiance; Roll Call; ~~City Employee Recognition~~ Recognition and Proclamations; ~~,~~ Consent Agenda (to include ~~Citizen~~ Public Comments on Consent Agenda Items and Agenda Approval); Public Participation (Agenda); Public Participation (Non-Agenda); Council Comments; ~~Special Awards,~~ Reports, ~~Recognition and Proclamations;~~ Board Appointments, Interviews, and Reports; Tabled Items; Public Hearings (to include second readings of ordinances); Regular Agenda, (to include first readings of ordinances); Additional Items from the City Attorney and the City Manager; and Council Committee reports. The agenda format is subject to change at the discretion of the City Manager or upon consensus of Council.

   d) Any items received during the public participation (non-agenda) portion of the agenda may, at the discretion of the Council, be discussed by the City Council at the time of such presentation, may be directed by the Council to the City Manager for action or resolution, or may be added to a subsequent meeting or workshop agenda if a member of the City Council so specifically requests.

   e) Votes taken on ordinances and resolutions shall be by roll call and shall be recorded by the City Clerk. All roll call votes shall be in order of District with District 1 voting first, District 2 voting second, and so on, with the Vice Mayor always voting fourth and the Mayor voting last.

f) Once a motion has been made, seconded, and voted upon, it is final, except that the Council may reconsider that matter at the same meeting at which the motion was voted upon or the immediate subsequent meeting. If reconsideration is requested for an immediate subsequent meeting, the Councilmember requesting reconsideration shall notify the City Clerk in advance of the meeting at which the reconsideration will take place and provide the reasons for requesting reconsideration to allow the City Clerk to include the request as part of the meeting agenda and properly notice the item to be reconsidered. The City Clerk shall consult with the City Attorney's Office to determine sufficiency of notice to interested parties. To reconsider a final vote of the City Council, a motion to reconsider shall be made by a member of the Council that voted on the prevailing side. The City Council shall establish for the public record the reasons that a reconsideration of the final vote was warranted.

g) A motion made by a Councilmember to approve an item on the agenda or the consent agenda by reference to the agenda item number and/or the title of the agenda item shall automatically incorporate staff's recommended motion (as set forth in the agenda packet) unless a clear indication to the contrary is made on the record.

10. The City Council of the City of Port Orange is committed to maintaining civility in public and political discourse and encourages the public to do the same. To promote civil discourse and avoid a confrontational atmosphere, all comments by members of the Council, advisory board members, and/or the public should:
    a. Respect the right of all citizens in our community to hold different opinions;
    b. Avoid rhetoric intended to humiliate or question the wisdom of those whose opinions are different from ours;
    c. Strive to understand differing perspectives;
    d. Be truthful, not accusatory and avoid distortion; and
    e. Avoid violence, prejudice and incivility towards citizens, employees, and officials of the City of Port Orange.
11. Cell phone ringers shall be disabled while a meeting or workshop is in progress.

IV. PUBLIC PARTICIPATION.

A. The City of Port Orange recognizes the statutorily created right of the public to be heard on propositions in front of City Council as set forth in Section 286.0114, Florida Statutes, and is committed to democratic, participatory local government. The following rules, guidelines and procedures are intended to promote orderly conduct and defined methods for participation. The presiding officer shall have the authority to enforce these rules and may request the removal of any individual who has been warned of and persists with prohibited conduct.

1. General Rule

    a. Members of the public shall be given a reasonable opportunity to be heard on a proposition before City Council, subject to the rules,

guidelines and procedures set forth herein. The opportunity to be heard need not occur at the same meeting at which City Council takes official action on the proposition if the opportunity occurs at a meeting that is during the decision-making process and is within reasonable proximity in time before the meeting at which City Council takes the official action.

b. Public participation is not required under the following circumstances:
   i. An official act must be taken to deal with an emergency situation affecting the public health, welfare, or safety, and public participation would cause an unreasonable delay in the ability of the City Council to act;
   ii. An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;
   iii. A meeting that is exempt from s. 286.011, Florida Statutes; or
   iv. A meeting during which the board or commission is acting in a quasi-judicial capacity, unless otherwise provided by law.

2. Meeting Decorum and Conduct

a. Individuals may only make comments from the podium, or such other reasonable accommodation, after being recognized by the presiding officer.

b. Prior to commenting, individuals are required to clearly state their name and city of residence for the record in order to preserve an accurate public record reflected in the meeting minutes for future reference.

c. All comments shall be directed to the presiding officer and shall not contain profane, aggressive or threatening language, or personal verbal attacks.

d. Repetitive, redundant, or immaterial presentations or requests may be limited, and shall not resume unless authorized by a majority vote of the City Council.

e. Comments shall be limited to the allotted times set forth herein, but additional comments may be submitted in writing to supplement and fully address any issue. The presiding officer shall have the discretion to provide additional time for a representative who can produce supporting documentation or evidence that he or she is authorized to speak on behalf of a group or faction comprised of five or more members of the public.

f. Individuals attending a City Council meeting may choose to either hold a sign or place a sign along the rear wall of Council Chambers. Signs shall not be placed or held in any manner which obstructs the view of other audience members or obstructs the access to or from Council Chambers. Signs shall not be waived or lighted in any manner that causes distraction to the Councilmembers or members of the audience during a City Council meeting or workshop. Signs shall not be affixed to the walls or other surfaces within Council Chambers.

3. Procedures and Guidelines for Public Participation
    a. Public Participation – Non-Agenda
        i. The City Council allocates 20 minutes at each regularly scheduled City Council Meeting for members of the public who wish to appear before the City Council to make a request, voice a complaint or concern, express an opinion, or give recognition. Council may extend the allocated time by majority vote of the Council.
        ii. Members of the public who wish to be heard shall complete a public participation form and provide the completed form to the City Clerk prior to the beginning of the meeting. Public participation forms shall be made available outside Council Chambers one hour prior to the meeting and in the City Clerk's Office during regular business hours. The City Clerk shall present all completed forms to the presiding officer prior to the beginning of the meeting.
        iii. The presiding officer shall divide the time allocated equally between all who have signed-up to speak. Each individual shall be afforded no more than three minutes to speak, unless such time is extended by a majority vote of Ceity Ceouncil.
        iv. If an item brought forward under ~~Citizen~~ Public Participation – Non-Agenda requires a longer presentation by the citizen or will require staff research of materials, the item may be scheduled by the Mayor for a future City Council Meeting under ~~Citizen~~ Public Participation – Agenda.

    b. Public Participation – Agenda
        i. The City Council shall reserve a section of the agenda dedicated to hearing Public Participation items requiring more than three minutes to fully address.
        ii. Members of the public who wish to have their discussion item placed on the agenda shall file the request with the City Clerk at least three weeks in advance of the Council Meeting at which the item is to be heard. The request shall include the nature of the discussion and any supporting information to be considered.
        iii. The City Clerk shall forward a copy of the request and supporting information to the City Council and the appropriate City Department(s) so that research may be conducted, and information may be provided by staff as part of the agenda item to assist City Council in making a decision.
        iv. Requests shall be forwarded to the appropriate City Advisory Board or Commission for recommendations to the City Council prior to placement on an agenda, when applicable.
        v. Public Participation Agenda Items shall be considered in the following format:
            1. Presentation by requestor
            2. Questions of the requestor by City Council
            3. Presentation by City staff, if necessary
            4. Questions of City staff by City Council
            5. Public comments
            6. Take action, if necessary

vi. The requestor and City staff shall each be given 15 minutes to address the agenda item, unless extended by the majority vote of Council. Presentations shall be clear, concise, and to the point. Presentation materials shall be provided to the City Clerk at least 48 hours prior to the meeting date. The City Clerk will upload the presentation materials to the computer in Council Chambers. Members of the public who wish to participate after the presentation by voicing support, opposition or neutrality to the request shall be afforded no more than three minutes each to speak.

c. Public Hearings, Regular Agenda, and Consent Agenda Items

i. Members of the public shall be given an opportunity to be heard on public hearing items and regular agenda items once the applicant has completed his or her presentation, the City Staff has completed its presentation on the issue, and interested parties, if any have completed their presentation; and before a decision has been made by City Council.

ii. Members of the public who wish to be heard on a particular item listed on the agenda may choose to complete a public participation form and turn-in the completed form to the City Clerk in advance of the meeting or raise a hand and wait to be called-on when the presiding officer opens the floor to comments from the public.

iii. Applicant(s) and City Staff shall have as much time as necessary to make their presentation before the City Council. Each member of the public shall have no more than three minutes to be heard once recognized by the presiding officer.

d. Submission of Petitions

i. Petitions may be presented to Council during public participation at a meeting or by mailing or hand-delivering to the City Clerk.

ii. If the petition is presented at a meeting, the presenter shall present the petition to the presiding officer through the City Clerk along with a brief overview of the reason for the petition. Such presentation shall be limited to three minutes.

iii. If the petition is sent by mail or hand-delivered to the City Clerk, the petition shall provide the reason for the petition. Upon receipt of the petition, the City Clerk shall place the item on the agenda with a copy of the petition for the next available meeting for discussion.

V. OPENING INVOCATION

A. It shall be the policy of the City Council that the procedures stated in this rule concerning opening invocation shall govern all official meetings of the City Council and that the members of the City Council and City staff shall adhere to these rules. These policies and procedures are not intended, shall not be implemented, and shall not be construed in any way to affiliate the City Council or the City with, nor express a preference for or against any faith, belief, opinion, religion, or denomination. Rather, these policies and procedures are intended to acknowledge

and express the City Council respect for the diversity of religious denominations and faiths represented and practiced among the citizens of the City.

1. After the Call to Order of all official meetings of the City Council an Opening Invocation as described herein shall occur. The opening invocation will occur and be completed during the opening, ceremonial portion of the City Council meeting and shall in no event occur, or be construed to occur, during the policymaking or legislative portions of the City Council meeting. If the selected speaker is absent or a selection cannot be made for any reason, the invocation will consist of a brief moment of silence.

2. The opening invocation will be performed by a local volunteer selected in accordance with these rules. The local volunteer selected for leading the opening invocation shall be selected from a wide pool of local clergy as specified below, and he/she shall in no event receive compensation from the City for his/her participation or services. To ensure that such person is selected from among a wide pool of local clergy, on a rotating basis, the invocation speaker shall be selected according to the following procedure:

    a. The City Clerk or his/her designee shall compile and maintain a database of the religious congregations with an established presence within the jurisdictional limits of the City of Port Orange and Volusia County.

    b. The Congregation List shall be compiled by referencing the listings for "churches," "congregations," or other similar religious assemblies located within the jurisdictional limits of the City and Volusia County in the annual Yellow Pages telephone book(s) published for the City and Volusia County, research from the Internet, and consultation with local chambers of commerce. All religious congregations with an established presence within the jurisdictional limits of the City and Volusia County are eligible to be, and shall be, included in the Congregation List. Any such congregation, entity, organization, or individual within the jurisdictional limits of the City and Volusia County not otherwise identified for participating may request inclusion on the Congregation List by written communication directed to the City Clerk that references the opening invocation. This policy is intended to be and shall be applied in a way that is all-inclusive of every diverse religious congregation within the jurisdictional limits of the City and Volusia County. The Congregation List is compiled and used for purposes of logistics, efficiency, and equal opportunity for all religious leaders within the jurisdictional limits of the City and Volusia County to choose whether to respond to the City Council's Invitation and participate. The City Clerk or his/her designee may not inquire into the faith, denomination, or other religious belief of the congregation before adding it to the Congregation List.

    c. The Congregation List shall also include the name and contact information of any religious congregation located outside the City and Volusia County, if such religious congregation is attended by a resident or residents of the City or Volusia County, and such resident requests the inclusion of said religious congregation by specific written

communication to the City Clerk.

d. The Congregation List shall also include the name and contact information of any chaplain who may serve one or more of the fire departments or law enforcement agencies of the City and Volusia County.

e. The Congregations List shall be updated, by reasonable efforts of the City Clerk or his/her designee, on or about the month of July of each calendar year.

3. Within thirty (30) days of the effective date of this policy, and on or about May 1 of each calendar year thereafter, the City Clerk or his/her designee shall mail an invitation addressed to the religious leader, chaplain, minister, rabbi or similar, or other contact person of each congregation listed on the Congregations List. The invitation will comport with substantially the following form:

Dear Sir or Madam:

The City of Port Orange City Council makes it a policy to invite members of the clergy and other religious leaders having an established presence within the jurisdictional limits of the City of Port Orange and Volusia County to voluntarily offer an invocation before the beginning of its meetings for the benefit and blessing of the City Council. As the leader of one of the religious congregations with an established presence within the jurisdictional limits of the City and Volusia County, you are invited to offer this important service at an upcoming meeting of the City Council.

If you are willing to assist the City Council in this regard, please send a written reply at your earliest convenience to the City Clerk at the address included on this letterhead or via email at cityclerk@port-orange.org. Invocation speakers are scheduled on a first-come, first-serve basis. The dates of the City Council's scheduled meetings for the upcoming year are enclosed. If you have a preference among the date, please state that request in your written reply.

This opportunity is voluntary, and you are free to offer the invocation according to the dictates of your own conscience. The invocation should be brief and succinct. To maintain a spirit of respect and ecumenism, the City Council respectfully requests that the invocation opportunity not be exploited as an effort to convert others to the particular faith of the invocation speaker, nor to disparage any faith or belief different than that of the invocation speaker or otherwise threaten damnation or denigrate nonbelievers.

On behalf of the City Council of the City of Port Orange, I thank you in advance for considering this invitation.

Regards,

City Clerk or his/her designee

4. As the invitation letter shall state, the respondents to the invitation shall be scheduled on a first-come, first serve basis to deliver a brief and succinct invocation. All reasonable efforts shall be made to ensure that a variety of invocation speakers are scheduled for City Council meetings. Notwithstanding the preceding, no invocation speaker shall be scheduled to offer an invocation at consecutive meetings of the City Council, or at more than three (3) City Council meetings in any calendar year.

5. No member of the City Council, City employee or staff shall engage in any prior inquiry, review, or involvement in, the content of any invocation to be offered by an invocation speaker.

6. No member of the City Council, City employee or staff, or any other person in attendance at the meeting shall be required to participate in any opening invocation that is offered. An opportunity to exit the City Council Chambers and return upon completion of the opening invocation is afforded to those who do not wish to participate or witness the opening invocation. 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. Such invitation constitutes a general invitation that a person in attendance may stand if he/she wishes to do so for such observances.

7. The following statement shall be placed at the bottom of City Council meeting agendas:

> *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.*

VI. CITY BOARD, COMMITTEE, COUNCIL AND AGENDA APPOINTMENTS.

A. All appointments to city boards, commissions, and committees whose members are not subject to appointment by other entities, and in accordance with any applicable restrictions by State Statute, shall be made in accordance with the following procedures:

1. All vacancies subject to appointment to such city boards, commissions, and committees shall be made on a nomination basis by each of the members of the City Council. This nomination shall be construed to be a Motion to Appoint. When more than one nominee has been identified for a single vacancy, voting shall be conducted by written ballot which shall include the name of the Council ~~M~~member and the name of the nominee. The written ballots shall be read aloud into the record.

2. Roster lists and volunteer applications for City boards, commissions, and committees shall be established and maintained by the City Clerk's office.

3. Appointments for vacancies occurring on a board wherein the particular member has, for whatever reason, not fulfilled their entire term of membership on that particular board, commission, or committee, shall be to complete the unexpired term only, unless the unexpired term is for a period of time less than six (6) months. In that event, the appointed member shall then be allowed to serve the following full regular term without reappointment.

VII. Documents

All documents, photographs or other materials submitted to the City Council for their consideration shall be maintained by the City Clerk in accordance with the public records law. Each presenter submitting such materials shall provide copies to each Councilmember, as well as the City Manager, City Attorney, and City Clerk.

VIII. CITY MANAGER/CITY ATTORNEY ANNUAL REVIEW.

The City Council shall annually conduct a performance evaluation and salary review of the City Manager and City Attorney in accordance with their respective employment agreements.

Approved and adopted by the City Council of the City of Port Orange, Florida, at the Regular City Council Meeting held on the ___~~7~~th day of ~~January~~February, 202~~1~~0.

_____

Donald O. Burnette, Mayor

ATTEST:

_____

Robin L. Fenwick, MMC, City Clerk

CITY OF PORT ORANGE

CITY CLERK'S OFFICE
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE (386) 506-5563

PORT ORANGE CITY COUNCIL
LOCAL RULES OF PROCEDURE

I. GENERAL PARLIAMENTARY RULES.

The general parliamentary procedure to be followed by the City Council of the City of Port Orange, Florida, except as otherwise modified by the City Council or as modified or amended herein, shall be in accordance with the most current edition of Robert's Rules of Order, Newly Revised.

II. PRESIDING OFFICER AND DUTIES.

A. The Mayor, if present, shall preside at all meetings of the Council. In the absence of the Mayor, the Vice Mayor shall preside.
B. The meetings of the Council shall be called to order, recessed and adjourned by the presiding officer.
C. The presiding officer shall preserve order and enforce the rules of decorum and conduct set forth herein.
D. The presiding officer shall determine all points of order, subject to the right of any Councilmember to appeal to the Council. If any appeal is taken, the question shall be, "Shall the decision of the presiding officer be sustained?" A majority of the Council sitting and eligible to vote is required to reverse the ruling of the presiding officer.
E. The presiding officer may call another Councilmember to temporarily chair the meeting to make a motion, or to cover a temporary absence, such substitution is not to continue beyond adjournment.

III. LOCAL RULES.

A. The following Local Rules of Procedure ("Local Rules") shall be applicable to the organization and conduct of business, as well as preparation and publication of agendas, of the City Council of the City of Port Orange, Florida. To the extent these Local Rules shall modify or conflict with the standard "Robert's Rules of Order" as adopted above, these Local Rules shall prevail to the extent of their conflict or inconsistency with "Robert's Rules of Order". The approval of these Local Rules shall take place at the first meeting held in January of each year, or as soon as possible thereafter.

    1. Regular meetings of the City Council shall typically be held on the first and third Tuesdays of each month, with exceptions due to holidays and Port Orange municipal election dates, at 6:30 p.m., in City Hall. These meeting dates and times are subject to change as determined necessary by the City Council or to comply with the City's Charter. There shall be no regular City Council meeting on the date of a Port Orange municipal election. A meeting that would

otherwise have been scheduled for such date shall be held on the Wednesday immediately following the election at 6:30 p.m. at City Hall.

2. Workshop meetings of the City Council shall be held as needed on the fourth Tuesday of each month at such time and place as set by Council or the City Manager. Every effort will be made to avoid the scheduling of workshops in the months of November and December. Workshops may also be scheduled at other times as determined necessary by the City Council or the City Manager.

3. All regular City Council meetings shall be held in the City Council Chambers at City Hall, unless otherwise designated by the City Council. All City Council workshops will typically be held in the Second Floor Conference Room, Lakeside Activity Center, the Adult Activity Center, or the Council Chambers at City Hall, as determined by the City Manager. All meetings of the City Council shall end by 11:00 p.m. unless extended beyond 11:00 p.m. by a successful motion of the City Council. Thereafter, the meeting shall end upon the conclusion of each hour (12:00, 1:00, etc.), unless extended by a successful motion of the City Council for each hour. Any unfinished business shall be considered at a time and place set by the City Council.

4. There may also be special meetings or workshops at such other times designated in advance by the City Council for the purposes of holding joint meetings with City boards, commissions, etc., to include receiving annual reports and presentations from the City's boards, committees, agencies and authorities, or for such other purposes as may be deemed necessary or desirable by the City Council.

5. Special meetings shall be called at the request of the Mayor or any two Councilmembers in accordance with the provisions of the City Charter and the Code of Ordinances.

6. Ex Parte Communication and Quasi-Judicial Proceedings shall be governed by City Council Resolution No. 00-65. At a minimum, all parties to a Quasi-Judicial Proceeding shall be entitled to the following:

   a. An opportunity to call and examine witnesses, who shall be sworn;

   b. An opportunity to introduce evidence;

   c. An opportunity to cross examine witnesses; and

   d. An opportunity to rebut evidence.

7. To the extent compatible with the conduct of business, all workshop meetings shall be held on an informal basis. The applicability of the City's general rules shall not be strictly applied. Presentations made at workshop meetings shall be limited to twenty (20) minutes, unless the Council, by consensus, agrees to extend the time.

8. The City Manager shall be responsible for organization and placement of items on the City Council Agenda; however, the Agenda and Agenda packets shall be prepared by the City Clerk. If the Council or any of its members wish to place an

item on an agenda, any such request or inquiry shall be directed to the City Manager's office for disposition as opposed to any Councilmember contacting any City officer or employee who is subject to the direction and supervision of the City Manager.

9. With regard to the agenda for regular City Council meetings, the following shall apply:

   a. To the extent possible, the City Administration shall group all matters by subject area, and shall place as many items as possible on the consent portion of the agenda. Those items of a controversial nature or those that need explanation will not be placed on the Consent Agenda.

   b. The Consent Agenda shall be considered by Council only after the public has had an opportunity to comment on the items included. Should Council need further discussion to occur on a Consent Agenda Item, he/she may motion for the item to be pulled and discussed separately. Those items pulled will be discussed immediately following the Consent Agenda approval.

   c. The agenda format shall generally be as follows: Call to Order; Invocation; Pledge of Allegiance; Roll Call; Recognition and Proclamations; Consent Agenda (to include Public Comments on Consent Agenda Items and Agenda Approval); Public Participation (Agenda); Public Participation (Non-Agenda); Council Comments; Reports, Board Appointments, Interviews, and Reports; Tabled Items; Public Hearings (to include second readings of ordinances); Regular Agenda, (to include first readings of ordinances); Additional Items from the City Attorney and the City Manager; and Council Committee reports. The agenda format is subject to change at the discretion of the City Manager or upon consensus of Council.

   d. Any items received during the public participation (non-agenda) portion of the agenda may, at the discretion of the Council, be discussed by the City Council at the time of such presentation, may be directed by the Council to the City Manager for action or resolution, or may be added to a subsequent meeting or workshop agenda if a member of the City Council so specifically requests.

   e. Votes taken on ordinances and resolutions shall be by roll call and shall be recorded by the City Clerk. All roll call votes shall be in order of District with District 1 voting first, District 2 voting second, and so on, with the Vice Mayor always voting fourth and the Mayor voting last.

   f. Once a motion has been made, seconded, and voted upon, it is final, except that the Council may reconsider that matter at the same meeting at which the motion was voted upon or the immediate subsequent meeting. If reconsideration is requested for an immediate subsequent meeting, the Councilmember requesting reconsideration shall notify the City Clerk in advance of the meeting at which the reconsideration will take place and provide the reasons for requesting reconsideration to allow the City Clerk to include the request as part of the meeting agenda and properly notice the item to be reconsidered. The City Clerk shall consult with the City Attorney's Office to determine sufficiency of notice to interested parties.

To reconsider a final vote of the City Council, a motion to reconsider shall be made by a member of the Council that voted on the prevailing side. The City Council shall establish for the public record the reasons that a reconsideration of the final vote was warranted.

g. A motion made by a Councilmember to approve an item on the agenda or the consent agenda by reference to the agenda item number and/or the title of the agenda item shall automatically incorporate staff's recommended motion (as set forth in the agenda packet) unless a clear indication to the contrary is made on the record.

10. The City Council of the City of Port Orange is committed to maintaining civility in public and political discourse and encourages the public to do the same. To promote civil discourse and avoid a confrontational atmosphere, all comments by members of the Council, advisory board members, and/or the public should:
    a. Respect the right of all citizens in our community to hold different opinions;

    b. Avoid rhetoric intended to humiliate or question the wisdom of those whose opinions are different from ours;

    c. Strive to understand differing perspectives;

    d. Be truthful, not accusatory and avoid distortion; and

    e. Avoid violence, prejudice and incivility towards citizens, employees, and officials of the City of Port Orange.

11. Cell phone ringers shall be disabled while a meeting or workshop is in progress.

IV. PUBLIC PARTICIPATION.

A. The City of Port Orange recognizes the statutorily created right of the public to be heard on propositions in front of City Council as set forth in Section 286.0114, Florida Statutes, and is committed to democratic, participatory local government. The following rules, guidelines and procedures are intended to promote orderly conduct and defined methods for participation. The presiding officer shall have the authority to enforce these rules and may request the removal of any individual who has been warned of and persists with prohibited conduct.

1. General Rule

    a. Members of the public shall be given a reasonable opportunity to be heard on a proposition before City Council, subject to the rules, guidelines and procedures set forth herein. The opportunity to be heard need not occur at the same meeting at which City Council takes official action on the proposition if the opportunity occurs at a meeting that is during the decision-making process and is within reasonable proximity in time before the meeting at which City Council takes the official action.

    b. Public participation is not required under the following circumstances:
        i. An official act must be taken to deal with an emergency situation affecting

the public health, welfare, or safety, and public participation would cause an unreasonable delay in the ability of the City Council to act;

ii. An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;

iii. A meeting that is exempt from s. 286.011, Florida Statutes; or

iv. A meeting during which the board or commission is acting in a quasi-judicial capacity, unless otherwise provided by law.

2. Meeting Decorum and Conduct

a. Individuals may only make comments from the podium, or such other reasonable accommodation, after being recognized by the presiding officer.

b. Prior to commenting, individuals are required to clearly state their name and city of residence for the record in order to preserve an accurate public record reflected in the meeting minutes for future reference.

c. All comments shall be directed to the presiding officer and shall not contain profane, aggressive or threatening language, or personal verbal attacks.

d. Repetitive, redundant, or immaterial presentations or requests may be limited, and shall not resume unless authorized by a majority vote of the City Council.

e. Comments shall be limited to the allotted times set forth herein, but additional comments may be submitted in writing to supplement and fully address any issue. The presiding officer shall have the discretion to provide additional time for a representative who can produce supporting documentation or evidence that he or she is authorized to speak on behalf of a group or faction comprised of five or more members of the public.

f. Individuals attending a City Council meeting may choose to either hold a sign or place a sign along the rear wall of Council Chambers. Signs shall not be placed or held in any manner which obstructs the view of other audience members or obstructs the access to or from Council Chambers. Signs shall not be waived or lighted in any manner that causes distraction to the Councilmembers or members of the audience during a City Council meeting or workshop. Signs shall not be affixed to the walls or other surfaces within Council Chambers.

3. Procedures and Guidelines for Public Participation

a. Public Participation – Non-Agenda

i. The City Council allocates 20 minutes at each regularly scheduled City Council Meeting for members of the public who wish to appear before the City Council to make a request, voice a complaint or concern, express an opinion, or give recognition. Council may extend the allocated time by majority vote of the Council.

ii. Members of the public who wish to be heard shall complete a public participation form and provide the completed form to the City Clerk prior to the beginning of the meeting. Public participation forms shall be made available outside Council Chambers one hour prior to the

meeting and in the City Clerk's Office during regular business hours. The City Clerk shall present all completed forms to the presiding officer prior to the beginning of the meeting.

iii. The presiding officer shall divide the time allocated equally between all who have signed-up to speak. Each individual shall be afforded no more than three minutes to speak, unless such time is extended by a majority vote of City Council.

iv. If an item brought forward under Public Participation – Non-Agenda requires a longer presentation by the citizen or will require staff research of materials, the item may be scheduled by the Mayor for a future City Council Meeting under Public Participation – Agenda.

b. Public Participation – Agenda

i. The City Council shall reserve a section of the agenda dedicated to hearing Public Participation items requiring more than three minutes to fully address.

ii. Members of the public who wish to have their discussion item placed on the agenda shall file the request with the City Clerk at least three weeks in advance of the Council Meeting at which the item is to be heard. The request shall include the nature of the discussion and any supporting information to be considered.

iii. The City Clerk shall forward a copy of the request and supporting information to the City Council and the appropriate City Department(s) so that research may be conducted, and information may be provided by staff as part of the agenda item to assist City Council in making a decision.

iv. Requests shall be forwarded to the appropriate City Advisory Board or Commission for recommendations to the City Council prior to placement on an agenda, when applicable.

v. Public Participation Agenda Items shall be considered in the following format:

1. Presentation by requestor
2. Questions of the requestor by City Council
3. Presentation by City staff, if necessary
4. Questions of City staff by City Council
5. Public comments
6. Take action, if necessary

vi. The requestor and City staff shall each be given 15 minutes to address the agenda item, unless extended by the majority vote of Council. Presentations shall be clear, concise, and to the point. Presentation materials shall be provided to the City Clerk at least 48 hours prior to the meeting date. The City Clerk will upload the presentation materials to the computer in Council Chambers. Members of the public who wish to participate after the presentation by voicing support, opposition or neutrality to the request shall be afforded no more than three minutes each to speak.

c. Public Hearings, Regular Agenda, and Consent Agenda Items

i. Members of the public shall be given an opportunity to be heard on public hearing items and regular agenda items once the applicant has completed his or her presentation, the City Staff has completed its presentation on the issue, and interested parties, if any have completed

their presentation; and before a decision has been made by City Council.

ii. Members of the public who wish to be heard on a particular item listed on the agenda may choose to complete a public participation form and turn-in the completed form to the City Clerk in advance of the meeting or raise a hand and wait to be called-on when the presiding officer opens the floor to comments from the public.

iii. Applicant(s) and City Staff shall have as much time as necessary to make their presentation before the City Council. Each member of the public shall have no more than three minutes to be heard once recognized by the presiding officer.

d. Submission of Petitions

i. Petitions may be presented to Council during public participation at a meeting or by mailing or hand-delivering to the City Clerk.

ii. If the petition is presented at a meeting, the presenter shall present the petition to the presiding officer through the City Clerk along with a brief overview of the reason for the petition. Such presentation shall be limited to three minutes.

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1. After the Call to Order of all official meetings of the City Council an Opening Invocation as described herein shall occur. The opening invocation will occur and be completed during the opening, ceremonial portion of the City Council meeting and shall in no event occur, or be construed to occur, during the policymaking or legislative portions of the City Council meeting. If the selected speaker is absent or a selection cannot be made for any reason, the invocation will consist of a brief moment of silence.

2. The opening invocation will be performed by a local volunteer selected in accordance with these rules. The local volunteer selected for leading the opening invocation shall be selected from a wide pool of local clergy as specified below, and he/she shall in no event receive compensation from the City for his/her participation or services. To ensure that such person is selected from among a wide pool of local clergy, on a rotating basis, the invocation speaker shall be selected according to the following procedure:

a. The City Clerk or his/her designee shall compile and maintain a database of the religious congregations with an established presence within the jurisdictional limits of the City of Port Orange and Volusia County.

b. The Congregation List shall be compiled by referencing the listings for "churches," "congregations," or other similar religious assemblies located within the jurisdictional limits of the City and Volusia County in the annual Yellow Pages telephone book(s) published for the City and Volusia County, research from the Internet, and consultation with local chambers of commerce. All religious congregations with an established presence within the jurisdictional limits of the City and Volusia County are eligible to be, and shall be, included in the Congregation List. Any such congregation, entity, organization, or individual within the jurisdictional limits of the City and Volusia County not otherwise identified for participating may request inclusion on the Congregation List by written communication directed to the City Clerk that references the opening invocation. This policy is intended to be and shall be applied in a way that is all-inclusive of every diverse religious congregation within the jurisdictional limits of the City and Volusia County. The Congregation List is compiled and used for purposes of logistics, efficiency, and equal opportunity for all religious leaders within the jurisdictional limits of the City and Volusia County to choose whether to respond to the City Council's Invitation and participate. The City Clerk or his/her designee may not inquire into the faith, denomination, or other religious belief of the congregation before adding it to the Congregation List.

c. The Congregation List shall also include the name and contact information of any religious congregation located outside the City and Volusia County, if such religious congregation is attended by a resident or residents of the City or Volusia County, and such resident requests the inclusion of said religious congregation by specific written communication to the City Clerk.

d. The Congregation List shall also include the name and contact information of any chaplain who may serve one or more of the fire departments or law enforcement agencies of the City and Volusia County.

e. The Congregations List shall be updated, by reasonable efforts of the City Clerk or his/her designee, on or about the month of July of each calendar year.

3. Within thirty (30) days of the effective date of this policy, and on or about May 1 of each calendar year thereafter, the City Clerk or his/her designee shall mail an invitation addressed to the religious leader, chaplain, minister, rabbi or similar, or other contact person of each congregation listed on the Congregations List. The invitation will comport with substantially the following form:

Dear Sir or Madam:

The City of Port Orange City Council makes it a policy to invite members of the clergy and other religious leaders having an established presence within the jurisdictional limits of the City of Port Orange and Volusia County to voluntarily offer an invocation before the beginning of its meetings for the benefit and blessing of the City Council. As the

leader of one of the religious congregations with an established presence within the jurisdictional limits of the City and Volusia County, you are invited to offer this important service at an upcoming meeting of the City Council.

If you are willing to assist the City Council in this regard, please send a written reply at your earliest convenience to the City Clerk at the address included on this letterhead or via email at cityclerk@port-orange.org. Invocation speakers are scheduled on a first-come, first-serve basis. The dates of the City Council's scheduled meetings for the upcoming year are enclosed. If you have a preference among the date, please state that request in your written reply.

This opportunity is voluntary, and you are free to offer the invocation according to the dictates of your own conscience. The invocation should be brief and succinct. To maintain a spirit of respect and ecumenism, the City Council respectfully requests that the invocation opportunity not be exploited as an effort to convert others to the particular faith of the invocation speaker, nor to disparage any faith or belief different than that of the invocation speaker or otherwise threaten damnation or denigrate nonbelievers.

On behalf of the City Council of the City of Port Orange, I thank you in advance for considering this invitation.

Regards,
City Clerk or his/her designee

4. As the invitation letter shall state, the respondents to the invitation shall be scheduled on a first-come, first serve basis to deliver a brief and succinct invocation. All reasonable efforts shall be made to ensure that a variety of invocation speakers are scheduled for City Council meetings. Notwithstanding the preceding, no invocation speaker shall be scheduled to offer an invocation at consecutive meetings of the City Council, or at more than three (3) City Council meetings in any calendar year.

5. No member of the City Council, City employee or staff shall engage in any prior inquiry, review, or involvement in, the content of any invocation to be offered by an invocation speaker.

6. No member of the City Council, City employee or staff, or any other person in attendance at the meeting shall be required to participate in any opening invocation that is offered. An opportunity to exit the City Council Chambers and return upon completion of the opening invocation is afforded to those who do not wish to participate or witness the opening invocation. 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. Such invitation constitutes a general invitation that a person in attendance may stand if he/she wishes to do so for such observances.

7. The following statement shall be placed at the bottom of City Council meeting

agendas:

> *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.*

VI. CITY BOARD, COMMITTEE, COUNCIL AND AGENDA APPOINTMENTS.

A. All appointments to city boards, commissions, and committees whose members are not subject to appointment by other entities, and in accordance with any applicable restrictions by State Statute, shall be made in accordance with the following procedures:

1. All vacancies subject to appointment to such city boards, commissions, and committees shall be made on a nomination basis by each of the members of the City Council. This nomination shall be construed to be a Motion to Appoint. When more than one nominee has been identified for a single vacancy, voting shall be conducted by written ballot which shall include the name of the Councilmember and the name of the nominee. The written ballots shall be read aloud into the record.

2. Roster lists and volunteer applications for City boards, commissions, and committees shall be established and maintained by the City Clerk's office.

3. Appointments for vacancies occurring on a board wherein the particular member has, for whatever reason, not fulfilled their entire term of membership on that particular board, commission, or committee, shall be to complete the unexpired term only, unless the unexpired term is for a period of time less than six (6) months. In that event, the appointed member shall then be allowed to serve the following full regular term without reappointment.

VII. DOCUMENTS

All documents, photographs or other materials submitted to the City Council for their consideration shall be maintained by the City Clerk in accordance with the public records law. Each presenter submitting such materials shall provide copies to each Councilmember, as well as the City Manager, City Attorney, and City Clerk.

VIII. CITY MANAGER/CITY ATTORNEY ANNUAL REVIEW.

The City Council shall annually conduct a performance evaluation and salary review of the City Manager and City Attorney in accordance with their respective employment agreements.

Approved and adopted by the City Council of the City of Port Orange, Florida, at the Regular City Council Meeting held on the ___ day of February, 2021.

_____
Donald O. Burnette, Mayor
ATTEST:

_____
Robin L. Fenwick, MMC, City Clerk